

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**Contract Number**

\_\_\_\_\_

**SAP Number**

\_\_\_\_\_

**Department of Aging and Adult Services – Public Guardian**

<b>Department Contract Representative</b>	<u>Angie Gallegos</u>
<b>Telephone Number</b>	<u>(909) 386-8395</u>
<b>Contractor</b>	<u>Council on Aging – Southern California</u>
<b>Contractor Representative</b>	<u>Lisa Wright Jenkins</u>
<b>Telephone Number</b>	<u>(714) 479-0107</u>
<b>Contract Term</b>	<u>April 1, 2025 through August 31, 2026</u>
<b>Original Contract Amount</b>	<u>\$650,000</u>
<b>Amendment Amount</b>	<u> </u>
<b>Total Contract Amount</b>	<u>\$650,000</u>
<b>Cost Center</b>	<u> </u>
<b>Grant Number (if applicable)</b>	<u>N/A</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County) desires to designate a contractor of choice to provide Health Insurance Counseling and Advocacy Program (HICAP) and Medicare Improvements for Patients and Providers Act (MIPPA) Services pursuant to the Older Americans Act – Title VII, as further described in a statement of work (the “Services”); and

**WHEREAS**, the County conducted a competitive process to find Council on Aging-Southern California (Contractor) to provide these services, and

**WHEREAS**, based upon and in reliance on the representations of Contractor in its response to the County’s Request for Proposal, the County finds Contractor qualified to provide HICAP and MIPPA Services pursuant to the Older Americans Act – Title VII, as further described in a statement of work (the “Services”); and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

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## A. DEFINITIONS

1. Aging and Disability Resource Connection (ADRC): Program that helps older adults and individuals with disabilities make informed decisions about their service and support options and serves as a single point of entry to the long term care system. Outside California these programs are called Aging and Disability Resource Centers. The terms are used interchangeably in this agreement. ADRCs were established through a collaborative effort of the U.S. Administration for Community Living (ACL) and the Centers for Medicare & Medicaid Services.
2. Area Agency on Aging (AAA): In 1976, the State of California designated San Bernardino County as an Area Agency on Aging. As a result of this designation, DAAS-PG receives funding from the California Department of Aging to administer the programs authorized by the Older Americans Act.
3. California Code of Regulations (CCR): The official compilation and publication of the regulations adopted, amended or repealed by state agencies.
4. California Department of Aging (CDA): Administers programs that serve older adults, adults with disabilities, family caregivers and residents in long term care facilities throughout the state.
5. California Department of Health Care Services (DHCS): A department within the California Health and Human Services Agency that finances and administers a number of individual health care service deliver programs, including Medi-Cal, which provides health care services to low income individuals.
6. California Welfare and Institutions Code (WIC): Code that addresses a range of services relating to welfare, dependent children, mental health, handicapped, elderly, delinquency, foster care, Medi-Cal, food stamps, rehabilitation, and long term care, just to name a few.
7. Code of Federal Regulation (CFR): The codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
8. Contract: The legal agreement between the County and the Proposer resulting from the award issued pursuant to the RFP to the successful Proposer.
9. Contractor: The legal entity that receives funds from the AAA to carry out any part of a federal award identified in the Program Guide.
10. County: County as used throughout this document, including its possessive form (County's), refers to San Bernardino County.
11. Department of Aging and Adult Services - Public Guardian (DAAS-PG): A County department that provides service to seniors and at-risk adults to improve or maintain choice, independence, and quality of life. DAAS-PG works to ensure seniors and adults with disabilities have the right to age in the least restrictive environment.
12. Elderly: Any individual who is sixty (60) years of age or older, also "older individual."
13. Eligible Services Populations: Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [WIC § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services, including long term care planning and long term care insurance counseling services. [WIC § 9541(c)(1), (c)(2), (c)(4)-(6)].
14. Enhanced Outreach: Outreach activities that include, but are not limited to, disease prevention and promoting wellness and are above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assistance Program [SHIP] funds or Older Americans Act [OAA] outreach funds).

15. Enrollment Assistance: One-on-one assistance to beneficiaries completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.
16. Enrollment Assistance Centers: Locations equipped and designated for LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.
17. Equipment: Tangible personal property with a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit.
18. Financial Alignment (FA): An initiative designed to provide Medicare and Medicaid enrollees with a better care experience and to better align the financial incentives of the Medicare and Medicaid programs.
19. Health Insurance Counseling and Advocacy Program (HICAP): A program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis [WIC § 9541]
20. Human Services (HS): The San Bernardino County, Department of Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
21. Indirect Cost: Direct costs are costs readily identified with a particular final cost objective. After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefiting cost objectives. A cost may not be allocated to an award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a direct cost.

Examples of indirect costs may include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
22. In-Kind: Contributions from third parties are considered in-kind matching funds. Examples of in-kind match include volunteered time and use of facilities to hold meetings or conduct project activities.
23. Low Income Subsidy (LIS): Federal program that provides financial assistance with Part D premiums and cost sharing for eligible low income Medicare beneficiaries.
24. Cash: Cash other than program income contributed to the project from local or State funds. Federal funds cannot be used as cash match, with the exception of Community Development Block Grants (CDBG). Costs borne by the Contractor and cash contribution from any and all third parties, e.g., company/private donations, vendor general fund, are considered cash matching funds.
25. Management Information System (MIS): A system used to capture and maintain statistical and financial data to document and ensure the accuracy of data presented in required program and financial reports. MIS data will be used to provide measurement of services for data reports required by DAAS-PG.
26. Matching Contributions: The value of third party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the Contractor, subcontractor, or other local resources.

- a. Cash: Cash other than program income contributed to the project from local or State funds. Except for Community Development Block Grants (CDBG), federal funds cannot be used as cash match. Costs borne by the Contractor and cash contribution from any and all third parties, e.g., company/private donations, vendor general fund, are considered cash matching funds.
  - b. In-Kind: Contributions from third parties are considered in-kind matching funds. Examples of in-kind match include volunteered time and use of facilities to hold meetings or conduct project activities.
27. Medical Improvements for Patient and Providers Act of 2008 (MIPPA): A 2008 statute of United States Federal legislation, which amends the Social Security Act. This law contained the first revision to policy covering Medicare Part D.
  28. Medicare Part D Low Income Subsidy (LIS)/Extra Help: Federal program that provides financial assistance with Part D premiums and cost sharing for eligible low income Medicare beneficiaries.
  29. Mello-Granlund Older Californians' Act: Provides comprehensive, coordinated community based system of services to persons age (sixty) 60 and older in order to enable them to maintain health personal dignity, and independence.
  30. "Medicare Modernization Act 2005 (MMA) State Funds": The 2005 augmentation of HICAP State funds as defined in WIC § 9757.5(h).
  31. Medicare Prescription Drug Improvement and Modernization Act of 2003 (also known as the "Medicare Modernization Act" or "MMA"): Legislation that imposed the most sweeping changes to the Medicare program since its inception, including the addition of a prescription drug benefit through a new Medicare Part D.
  32. Medicare Savings Programs (MSP): Three programs that serve Medicare beneficiaries who do not qualify for full Medi-Cal: Qualified Medicare Beneficiaries, Specified Low Income Medicare Beneficiaries, and Qualified Individuals. Beneficiaries enrolled in one of these Medicare Savings Programs automatically receive LIS.
  33. National Center for Benefits Outreach and Enrollment (NCBOE): An organization that helps organizations enroll seniors and younger adults with disabilities with limited means into the benefits programs for which they are eligible so that they can remain healthy and improve the quality of their lives.
  34. Non-Matching Contributions: Local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
  35. Older Americans Act (OAA): A federal program specifically designed to meet the social services needs of older persons.
  36. Older Californians Act (OCA): WIC § 9541 of the Mello-Granlund Older Californians Act, which is the enabling legislation for HICAP.
  37. Older Individual: Anyone who is age sixty (60) or older.
  38. Office of Management and Budget (OMB): An office within the Executive Office of the President of the United States whose primary function is to produce the President's budget and measure the quality of agency programs, policies, and procedures to see if they comply with the President's policies.
  39. Program Guide: CDA guide which defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long term care facilities.

40. Program Income: Revenue generated by the AAA or Contractor from Program Guide and Program supported activities, and may include:
  - a. Voluntary contributions received from a participant or responsible party as a result of the service.
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under the MOU.
  - c. Royalties received on patents and copyrights from contract supported activities.
  - d. Proceeds from the sale of goods created under CDA grant funds.
41. Rural: All territory, population and housing units not classified as urban. The rural classification cuts across other hierarchies and can be in metropolitan or nonmetropolitan areas.
42. Services: The required services described in this Contract.
43. State: The State of California.
44. State Health Insurance Assistance Program (SHIP): A national program supported by the Federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
45. United States Code (USC): A consolidation and codification by subject matter of the general and permanent laws of the United States.
46. Urban: All territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or nonmetropolitan areas.
47. Subcontractor: An individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the contract or under a separate contract with or on behalf of Contractor.

## **B. CONTRACTOR RESPONSIBILITIES**

Contractor shall provide all services as outlined in Scope of Work-HICAP/MIPPA (Attachment A).

## **C. GENERAL CONTRACT REQUIREMENTS**

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and County.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

4. **Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.
5. **Attorney's Fees and Costs** – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment screening process but must, at a minimum, have been performed within the preceding twelve (12) month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

Contractor shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **RESERVED.**
10. **Confidentiality** – Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.
  - a. Read, understand and comply with the Privacy and Security Requirements Summary.
  - b. Ensure employees, subcontractors, agents, volunteers and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
  - c. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
  - d. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov)
11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Assistant Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.
13. **Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.
14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:



- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three (3) year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b herein; and
- d. Have not within a three (3) year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

15. **System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
  - a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
  - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
  - c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

17. **Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

18. **Reserved.**

19. **Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of postconsumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations (CCR), title 20, section 1401 et seq.).

20. **Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

21. **Improper Consideration** – Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. **Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall

consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

23. **Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
24. **Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.
25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
26. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".
27. **Nondisclosure** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.  

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
28. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
29. **Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
30. **RESERVED.**

31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

33. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
34. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the DAAS-PG Director or their designee and shall include County approved branding.
35. **Representation of the County** – In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.
36. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
37. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of DAAS-PG through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed

subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Indemnification and Insurance Requirements.
- d. Be responsible for monitoring subcontractor annually to determine subcontractor's compliance with the provisions of this contract. At County's request, Contractor shall provide subcontractor's annual monitoring reports and supporting documentation.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

38. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.
39. **Termination for Convenience** – The County reserves the right to terminate the Contract for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
40. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
41. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change

of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

42. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
43. **Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
44. **Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

45. **RESERVED.**

46. **RESERVED.**

47. **RESERVED.**

48. **California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).

49. **Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

50. **Complaint and Grievance Procedure** – Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services Complaint and Grievance Procedure (Attachment D) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

51. **Contractor Board of Directors’ Meetings** – Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Directors’ minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.

52. **RESERVED.**

53. **Elder and Dependent Adult Abuse Reporting** – Contractor agrees to and shall comply with the County’s Elder and Dependent Adult Abuse Reporting requirements:

- a. **Who Must Report:** In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all

employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

- b. When to Report: Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
  - 1) When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
  - 2) When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
- c. To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
  - 1) If the abuse has occurred in a long term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long Term Care Ombudsman or local law enforcement.
  - 2) If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement.
  - 3) If the abuse occurred anywhere other than a long term care facility or state mental hospital or state developmental center, the report shall be made to Adult Protective Services or local law enforcement.
- d. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
  - 1) Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
  - 2) Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, <https://www.cdss.ca.gov/Portals/9/Additional-Resources/Forms-and-Brochures/2020/Q-T/SOC341.pdf?ver=2022-11-02-133527-590>. The completed form must be submitted to the same agency to which the incident was reported by telephone.

54. **Reserved.**

55. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

56. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

57. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.



58. **211 Registration** – Contractor shall register with Inland Southern California 211+ within thirty (30) days of the Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the Inland Southern California 211+ of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
59. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
60. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
61. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
- a. This Contract,
  - b. Attachments to this Contract, as indicated herein, and
  - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
62. **RESERVED.**
63. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
64. **RESERVED.**
65. **RESERVED.**
66. **Professional Conduct** – Contractor agrees to develop and maintain professional relationships with County, County staff, and clients.

**D. TERM OF CONTRACT**

1. This Contract is effective as of April 1, 2025 and expires August 31, 2026, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two (2) additional one (1) year periods by mutual agreement of the parties.
2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County's rights with respect to any termination of this Contract.
3. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### **E. COUNTY RESPONSIBILITIES**

1. Monitor and evaluate the performance of the Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided based on the criteria as determined by the County.
2. Provide consultation and technical assistance in monitoring the terms of the Contract.
3. Compensate the Contractor for approved expenses in accordance with Section V of the Contract.

#### **F. FISCAL PROVISIONS**

1. The maximum amount of cost reimbursement under this Contract shall not exceed \$650,000, of which an estimated \$325,000 may be federally funded and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.
2. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.
3. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
4. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
7. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
8. Contractor shall certify to the County whenever applying for funds, requesting payment, and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729–3730 and 3801–3812." Each such certification must be maintained pursuant to the requirements of § 200.334.
9. Federally funded nonprofit Contractors may elect to include an Indirect Cost Rate in the cost reimbursement contract budget, and have the following four (4) options to recover costs expended in the process of managing the federal awards:
  - a. Apply the current federally negotiated indirect cost rate that has been approved by a federal cognizant agency; or
  - b. Apply a state negotiated indirect cost rate or a rate negotiated between the pass through entity and the subrecipient; or
  - c. Elect to use a flat de minimis rate of ten percent (10%) of Modified Total Direct Costs (MTDC) under the guidelines below; or
  - d. Charge costs directly (Direct Charge) as long as those costs are charged the same consistently across all federal awards. Administrative and clerical salaries should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: 1) services are integral to a project or activity; 2) individuals involved can be specifically identified with the project or activity; 3) costs are explicitly included in the budget or have the prior written approval of awarding agency; and 4) the costs are not also recovered as indirect costs.
10. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than ten (10%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph 1 of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line-item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures more than the approved budgeted line-item amount.
11. Reports

1. Contractor, at such times and in such forms as DAAS-PG may require, shall furnish statements, records, reports, data, and information requested by DAAS-PG pertaining to the Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS-PG. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS-PG shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control.

Contractor shall meet the following standards for the submission of required reports:

- a) Financial Reporting – Accurate, current, and complete disclosure of the financial results of the program shall be made in accordance with the financial reporting requirements of this Contract. The following reports are to be submitted to DAAS-PG when indicated:

- 1) Monthly invoices templates for HICAP and MIPPA as supplied by DAAS-PG are due to DAAS-PG Administration by the tenth (10<sup>th</sup>) working day of the month following the month of service to the address stated below:

DAAS-PG Administration  
Attention: Aging Fiscal  
784 E. Hospitality Lane  
San Bernardino, CA 92415-0640

Or sent through encrypted emailed to [AgingInvoices@hss.sbcounty.gov](mailto:AgingInvoices@hss.sbcounty.gov)

- 2) Annually – The following report is due no later than April 30 each year:
  - a. Closeout Attestation must be approved and returned within 30 days of receipt following the final invoice reconciliation for each grant under this contract. Periodic Inventory Report
  - b. Inventory report should be mail to the following address:

DAAS-PG Administration  
Attention: Aging Fiscal  
784 E. Hospitality Lane  
San Bernardino, CA 92415-0640

Or emailed to [AgingInvoices@hss.sbcounty.gov](mailto:AgingInvoices@hss.sbcounty.gov)

- 3) Single Audit – If Contractor is a Single Audit entity as defined in this Contract, Contractor shall:
  - a. Communicate the Assistance Listing Number (ALN) number to the independent auditor conducting the organization's Single Audit. The ALN number for the IIIB Support Services is 93.044.
  - b. Provide a copy of Contractor's Schedule of Expenditures of Federal Awards (SEFA) to DAAS-PG on an annual basis.

- b) Programmatic Reporting – Contractor will be required to provide program data and outcomes incorporating quantitative and qualitative data utilizing a report template provided by DAAS-PG. This is in addition to the reporting requirement in Section C of the Scope of Work (Attachment A). Reports are due on a quarterly basis covering the service periods as follows:

- i. July through September: Report due date is October 10
- ii. October through December: Report due date is January 10
- iii. January through March: Report due date is April 10
- iv. April through June: Report due date is July 10
- v. Quarterly reports must be mailed to the following address:

DAAS-PG Administration  
Attention: Aging Fiscal  
784 E. Hospitality Lane  
San Bernardino, CA 92415-0640

Under normal conditions, Contractor shall expect payment approximately sixty (60) days after submission of a correctly prepared invoice.

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

Upon written demonstration of need by Contractor and at the option of County, up to ten percent (10%) of funding may be advanced to Contractor by County upon approval of the Assistant County Executive Officer – Human Services. Any such advance will cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the contract term. No advance will increase the amount shown in Paragraph A of this Section. In the event of early termination, the Contractor shall pay the remaining balance due to the County within thirty (30) calendar days.

The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than ten percent (10%); or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph A, of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed

the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

#### **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. **Indemnification** –The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of ten thousand (\$10,000) shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation/Employer’s Liability – A program of Workers’ Compensation insurance or a state approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with two hundred fifty thousand dollar (\$250,000) limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are nonprofit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - 1) Premises operations and mobile equipment.
  - 2) Products and completed operations.
  - 3) Broad form property damage (including completed operations).
  - 4) Explosion, collapse and underground hazards.
  - 5) Personal injury.
  - 6) Contractual liability.
  - 7) Two million dollars (\$2,000,000) general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more nonemployee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

**or**

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

**or**

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not for profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The



claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. **Cyber Liability Insurance** – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- g. **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

#### **H. RIGHT TO MONITOR AND AUDIT**

- 1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- 2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County’s reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County’s option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and may be deducted from the following month’s claim for reimbursement.
- 3. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- 4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County’s representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- 5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- 6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending one million dollars (\$1,000,000) or more in federal funds within the Contractor’s

fiscal year must have a single audit or program specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.

7. The following closely related programs identified by the Assistance Listing Number (ALN) are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

Number: 90SAPG0096 Title: State Human Insurance Assistance Program (SHIP)

8. County is required to identify the Contractor Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331 and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in SAM	Council on Aging-Southern California
UEI	LL8TLAJBVEF8
FAIN	90SAPG0096

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. In the event of a noncured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy

given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

## **J. INFORMATION INTEGRITY AND SECURITY**

1. Information Assets – The Contractor shall have in place operational policies, procedures, and practices to protect state information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual 5300 to 5365.3, California Government Code section 11019.9, Information Security Program Management Standard SIMM 5305-A, Department of Finance Budget Letter 06-34, and California Department of Aging (CDA) Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

- a. Information collected and/or accessed in the administration of the state programs and services.
- b. Information stored in any media form (paper or electronic).
2. Encryption on Portable Computing Devices – The Contractor is required to encrypt, or use an equally effective measure, any data collected under the Contract that is confidential, sensitive, and/or personal, including data stored on portable computing devices, including, but not limited to, laptops, personal digital assistants, and notebook computers, and/or portable electronic storage media, including, but not limited to, discs, thumb/flash drives, and portable hard drives.
3. Disclosure
  - a. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and state policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
  - b. “Identifying information” shall include, but is not limited to, name, identifying number, social security number, state Driver License or state identification number, financial account numbers, symbol, or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
  - c. The Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any identifying information obtained under the terms of this Contract to anyone other than DAAS-PG and/or CDA without prior written authorization from DAAS-PG or CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
4. Training/Education
  - a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) or Contractor may substitute CDA’s Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA’s training requirement. Training must be conducted within thirty (30) days of the start date of the Contract or within thirty (30) days of the start date of any new employee, subcontractor or volunteer.

- b. The Contractor must maintain certificates of completion on file and provide them to DAAS-PG upon request. Training may be provided on an individual basis or in groups. A sign in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
5. Contractor's Confidentiality Statement – The Contractor shall sign and return a Confidentiality Statement CDA 1024 form with this Contract. This is to ensure that Contractors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.
6. Security Incident Reporting – A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization or are lost, or stolen. The Contractor must report all security incidents to DAAS-PG immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to DAAS-PG within five (5) business days of the date the incident was detected.
7. Notification of Security Breach to Data Subjects
  - a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.
  - b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
  - c. Notice may be provided in writing, electronically, or by substitute notice in accordance with state law, regulation, or policy.
8. Software Maintenance – The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems on which data collected under this Contract that is confidential, sensitive, and/or personal may be used.

**K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS**

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient 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, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair

Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.

Contractor shall recognize any same sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same sex spouses and marriages legally entered into as described herein. [1 U.S.C. section 7(Section 3 of the Defense of Marriage Act)].

4. S.W.A.G. – 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".
5. Bilingual and Linguistic Program Services
  - a. The Contractor shall take reasonable steps, based upon the linguistic needs of the service area to ensure that "alternative communication services" are available to non-English speaking or limited English proficiency (LEP) beneficiaries of services under this Contract. [2 CCR 11162].
  - b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
    - 1) Interpreters or bilingual providers and provider staff.
    - 2) Contracts with interpreter services.
    - 3) Use of telephone interpreter lines.
    - 4) Sharing of language assistance materials and services with other providers.
    - 5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

- 6) Referral to culturally and linguistically appropriate community service programs.
- c. 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.

Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement.

- 6. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
  - a. Contractor shall assess the demographic makeup and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
  - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
  - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
  - d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to, and represents, the population being served. This includes trained and competent bilingual staff.
  - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost effective.
  - f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
  - g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

## L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
Human Services  
Attn: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515  
Facsimile:  
Email:

Council on Aging-Southern California  
Attn: Lisa Wright Jenkins, President & CEO  
2 Executive Circle, Suite 175  
Irvine, CA 92614  
Facsimile: (714) 479-0234  
Email: [lwjenkins@coasc.org](mailto:lwjenkins@coasc.org)

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

**M. ENTIRE AGREEMENT**

1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name     Lisa Wright Jenkins      
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title     President & CEO      
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address     2 Executive Circle, Suite 175      
    Irvine, CA 92614    

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
\_\_\_\_\_  
Jacqueline Carey-Wilson, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
\_\_\_\_\_  
Patty Steven, Contracts Manager  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
\_\_\_\_\_  
Dr. Jamiko Bell, Interim Assistant Director  
Date \_\_\_\_\_



**SCOPE OF WORK- HICAP  
HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM  
FY 2025-2026**

**Contractor Responsibilities**

## A. General Requirements

Contractor shall:

1. Ensure statutory provisions of HICAP [W&I Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, the HICAP Program Guide, located on the CDA website. SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of the contract.
2. Ensure all paid and volunteer staff understand their duties as Elder Abuse Reporters and sign a certification of understanding of the Elder Abuse Reporting Act.
3. Ensure all HICAP volunteers and staff members in a position of trust are subject to a background and national level criminal record check. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.
4. Ensure Counselor continuing education and required hours based in statute (W&I Code § 9541(f)(7)) and prescribed in the HICAP Program Guide, Chapter 6, Section 6-6 Counselor Continuing Education and Training adherence.
5. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest [HICAP Counselor Handbook](#), located on the CDA website, [W&I Code § 9100(c)-(d); § 9541(b)(1)-(2)]
6. Provide timely notice to DAAS-PG of any changes to the Program that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.
7. Submit the name of the HICAP Program Manager to DAAS-PG within thirty (30) days of initial employment.
8. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long Term Care Counselors, and Long-Term Care Community Educators, designed to expand services as broadly as possible [W&I Code 9541(c)(7)]. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
9. Ensure that the standard HICAP work week business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.
10. Ensure that public telephone access is available during normal business hours, Monday

- through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days received.
11. Ensure that the HICAP email address displayed on any public facing website is monitored by staff Monday through Friday, 9 a.m. to 4 p.m. Responses to email communications must be provided within two (2) business days of the day the email was received.
  12. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party. Contractors are encouraged to use the CDA 9009 (Authorization For Release of Information).
  13. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the [HICAP Program Guide](#). [W&I Code § 9541(f)(4)].
  14. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics. [W&I Code § 9541(c)(1), (c)(4)-(6)].
  15. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual. [W&I Code § 9541(e)].
  16. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences to maintain program knowledge, efficiency, and competency. [W&I Code § 9541(f)(7)].
  17. Maintain a program data collection and reporting system as specified in the Program Guide.
  18. Collect, track, and report on all aspects of HICAP activity as specified in the Program Guide, to assess the Contractor's progress in reaching measurable outcomes as defined through annual HICAP Performance Measures.
  19. Ensure the submission of program information and support documentation, to the CDA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA.
  20. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.
  21. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.
  22. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:
    - a. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
    - b. Legal representation services shall be limited to Medicare, Medicare Part D issues,

Medicare savings programs, low-income subsidy issues, long term care insurance, managed care, and related health care coverage plans. [W&I Code § 9541(c)(3)]

- c. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [W&I Code § 9541(c)(3)]
  - d. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.
    - i. Counseling sessions are required to be conducted by a registered HICAP counselor.
    - ii. The client may be either the person imminently becoming eligible for Medicare, enrolled in Medicare, or their representative.
  - e. Report the Legal Services units of service (if applicable). The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.
23. Perform the following for HICAP program services:
- a. Provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to W&I Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of the contract.
  - b. Ensure all terms of the Program Guide are carried out. Program Guide should be accessed from CDA website to ensure latest version is followed.
  - c. Review and monitor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
  - d. Provide DAAS-PG requested information during required onsite monitoring once every two (2) years.
24. If available MIPPA Funding will be automatically awarded to the designated HICAP agency/Contractor who will assume responsibility for providing MIPPA Services in accordance with the Program Guide. Please refer to Exhibit A for MIPPA Program Information.
25. Provide “alternate communication services” as indicated by the Cultural and Linguistic Assessment for the community to be served.
26. Alternate Communication Services include at a minimum:
- a. Interpreters or bilingual staff
  - b. Contracts with interpretive services
  - c. Telephone interpreter line
  - d. Sharing language assistance materials with other providers
  - e. Translated written information (enrollment information, description of available services)
  - f. Referral to appropriate community services programs.

A. Contractor Service Responsibilities:

Contractor shall perform the following:

1. Provide all HICAP program services for the period of April 1, 2025, through March 31, 2026, in a satisfactory manner, as determined by DAAS-PG, conduct, administer, and provide HICAP services to the Eligible Service Population.

Contractor shall:

- a. Provide counseling, information, and advocacy assistance about Medicare, supplemental health insurance, managed care or related health insurance plan issues and long-term care insurance.
  - i. Services will be provided directly to individuals and through larger community education activities.
- b. Develop and implement HICAP outreach strategies and campaigns to promote awareness of HICAP services.
- c. Target additional outreach to underserved and hard to reach populations to raise awareness and utilization of HICAP services by these populations.
- d. Provide MIPPA Program Services when funding has been made available.
- e. No fees may be charged for services although contributions or donations may be received. Signs and literature about the HICAP services may indicate that donations are welcome and may suggest donation amounts. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as HICAP Program Income.
- f. Contractor shall provide a system through which clients will have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services. The procedure must be in writing, be approved by DAAS-PG, and made available to all recipients of services.
- g. Contractor shall submit monthly invoice to DAAS-PG no later than the tenth (10<sup>th</sup>) business day of the following month. (ex/ January invoice will be due by the tenth (10<sup>th</sup>) business day in February).
- h. Contractor shall provide DAAS-PG with three (3) contact persons for communication. Contractor must respond no later than two (2) business days of receiving communication from DAAS-PG.
- i. Contractor shall attend provider quarterly meetings with DAAS-PG.
- j. Contractor shall participate in San Bernardino County (County) collaboration events to promote and/or provide senior supportive services offered in County service area.

Contractor Shall:

- a. Maintain a program data collection and reporting system ensuring accuracy of data from the intake/assessment process.
- b. Verify data prior to submittal.
- c. Ensure program performance data is entered into the State HICAP Automated Reporting Program (SHARP) in accordance with requirements [W&I Code, Section 9541 c (8)]. Data entered must be timely, complete, accurate, and verifiable.
- d. Ensure program performance data is entered into Peer Place no later than the tenth (10<sup>th</sup>) business day of each month.
- e. Train and orient staff regarding program data collection and reporting requirements.

## B. ADDITIONAL REQUIREMENTS

### 1. HICAP

1. **Minimum Performance Measures** – Benchmark Targets Per Year 2024-2025. (benchmarks subject to change annually):

i. Clients Counseled	1,068
ii. Public and Media Events (PAM)	109
iii. Total Contacts	2,548
iv. Estimated Persons Reached via PAM Events	1,018
v. Contacts with Medicare Beneficiaries underage 65	941
vi. Enrollment and Assistance Contacts	2,547
vii. Hard to Reach Low Income, Rural and English Second Language Contacts	1,322

Performance Measures Definitions and Tables can be accessed through the following link on the CDA website: <https://aging.ca.gov/> Please reference PSA 20 information within the Performance Measures document.

Contractor/Subcontractor is required to reference Program Guide through CDA website to ensure the most updated version is being followed. Program Guide will be updated periodically, and it is the Contractor's responsibility to adhere to any changes that may occur.

1. Contractors, ADRCs, and HICAPs may subcontract enhanced outreach activities to other community-based organizations as necessary, in accordance with Exhibit D, Article V.
2. The Contractor, whether providing services directly or through a subcontract, shall ensure:
  - a. Services are provided to the Eligible Service Population as defined in Exhibit A, Article I., 8.
  - b. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, and services as provided in 2 CFR 200 Subpart D, Procurement Standards.
  - c. Compliance with all standards and regulations identified in Exhibit A, Article I., I and J.
3. Contractor/Subcontractor is required to reference Program Guide through CDA website to ensure the most updated version is being followed. Program Guide will be updated periodically, it is the Contractor's responsibility to adhere to any changes that may occur.
4. Provide DAAS-PG with three (3) contact persons for communication. Contractor must respond no later than two (2) business days of receiving communication from DAAS-PG.
5. Participate in County collaboration events to promote and /or provide Senior Services offered in County service area.
6. Provide notice within 24 hours to DAAS-PG of any changes to the Program that could restrict operations of or access to HICAP services. These changes include, but are not limited to, natural disasters, personnel changes, program or project changes, phone number changes, headquarters office changes, and mailing address changes.
7. Contractor shall adhere to allowable expenses and cost principles per HICAP program guidelines, County, CDA and/or Federal regulations. In addition, Contractor shall make available all reasonable information necessary to substantiate that expenditures under the Contract are allowable.

8. Ensure all printed marketing (posters, signs, brochures, and more) materials are prepared in English and Spanish. DAAS-PG may request material to be prepared in other languages as necessary. These materials should be posted and distributed in locations that serve minority communities such as churches, community service centers, and small stores within minority communities.
9. All marketing materials, including but not limited to mailers, flyers, pamphlets and paid marketing materials, must be approved by DAAS-PG branding and contain the most recent funding statement per DAAS-PG and the CDA.
10. Conduct outreach in the communities served to community groups and organizations. All outreach activities will be documented and kept on file to be reviewed during program monitoring to be scheduled and conducted by DAAS-PG staff.

#### C. REPORTS

1. Contractor, at such times and in such forms as DAAS-PG may require, shall furnish statements, records, reports, data, and information requested by DAAS-PG pertaining to the Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS-PG. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS-PG shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control.

Contractor shall meet the following standards for the submission of required reports:

- a) Financial Reporting – Accurate, current, and complete disclosure of the financial results of the program shall be made in accordance with the financial reporting requirements of this Contract. The following reports are to be submitted to DAAS-PG when indicated:
  - 1) Monthly invoices for HICAP, FA, and MIPPA as supplied by DAAS-PG are due to DAAS-PG Administration by the tenth (10<sup>th</sup>) working day of the month following the month of service to the address stated below:
 

DAAS-PG Administration  
Attention: Aging Fiscal  
784 E. Hospitality Lane  
San Bernardino, CA 92415-0640
  - 2) Annually – The following reports are due on an annual basis no later than August 1:
    - a. Financial Close-out Report (if requested by DAAS-PG)
    - b. Periodic Inventory Report
    - c. Annual reports should be mailed to the following address:
 

DAAS-PG Administration  
Attention: Aging Fiscal  
784 E. Hospitality Lane  
San Bernardino, CA 92415-0640
  - 3) Single Audit – If Contractor is a Single Audit entity as defined in this Contract, Contractor shall:
    - a. Communicate the Assistance Listing Number (ALN) number to the independent auditor conducting the organization's Single Audit. The ALN number for the IIIB Support Services is 93.044.

- b. Provide a copy of Contractor's Schedule of Expenditures of Federal Awards (SEFA) to DAAS-PG on an annual basis.
- c. Programmatic Reporting – Contractor will be required to provide program data and outcomes incorporating quantitative and qualitative data utilizing a report template provided by DAAS-PG. This is in addition to the reporting requirement in Section C of the Scope of Work, (Attachments A,) reports are due on a quarterly basis covering the service periods as follows:
- i. July through September: Report due date is October 10
  - ii. October through December: Report due date is January 10
  - iii. January through March: Report due date is April 10
  - iv. April through June: Report due date is July 10
  - v. Quarterly reports must be mailed to the following address:

DAAS-PG Administration  
 Attention: Aging Fiscal  
 784 E. Hospitality Lane  
 San Bernardino, CA 92415-0640

Under normal conditions, Contractor shall expect payment approximately sixty (60) days after submission of a correctly prepared invoice.

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

Upon written demonstration of need by Contractor and at the option of County, up to ten percent (10%) of funding may be advanced to Contractor by County upon approval of the Assistant County Executive Officer – Human Services. Any such advance will cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the contract term. No advance will increase the amount shown in Paragraph A of this Section. In the event of early termination, the Contractor shall pay the remaining balance due to the County within thirty (30) calendar days.

The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an

approved budgeted line item by more than ten percent (10%); or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph A, of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line-item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line-item amount.





Aging and Adult Services  
Public Guardian

## CLIENT COMPLAINT AND GRIEVANCE Older Americans Act Programs

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**As a recipient of services provided by the Older Americans Act (OAA) programs, you, or a person authorized to act on your behalf, can file a complaint against contractors, volunteers, and employees of programs administered by the Department of Aging and Adult Services – Public Guardian (DAAS-PG), the designated local Area Agency on Aging (AAA) for San Bernardino County.**

You have a right to confidentiality and your right to privacy will be respected to the extent possible. Only information relevant to your complaint will be released to the responding party unless you consent otherwise.

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### **PURPOSE**

The *Client Complaint and Grievance Procedure* establishes a process for reviewing and resolving grievances promptly and to facilitate the resolution of grievances informally at the lowest level possible.

### **SERVICE PROVIDERS**

OAA program services may be provided by DAAS-PG staff (direct services) or community-based organizations via county contracts (contracted services).

#### Direct services:

- Senior Information and Assistance (SIA) (Title IIIB and IIIE)
- Senior Community Service Employment Program (Title V)

#### Contracted services:

- Title IIIB – Supportive Services
- Title IIIC – Older Californians Nutrition Program
- Title IIID – Disease Prevention and Health Promotion Program
- Title IIIE – Family Caregiver Support Program
- Title VII and VIIA – Long Term Care Ombudsman, and Prevention of Elder Abuse, Neglect, and Exploitation
- Health Insurance Counseling and Advocacy Program (HICAP)

*Note: If your complaint involves an issue of professional conduct that is under the jurisdiction of another entity, you will be referred to the appropriate organization to pursue your complaint.*

CLIENT COMPLAINT AND GRIEVANCE PROCEDURE  
Older Americans Act Programs

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## **COMPLAINTS**

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Complaints may involve, but are not limited to:

- Amount or duration of a service.
- Denial or discontinuance of a service.
- Dissatisfaction with the service provided or with the service provider.
- Failure of the service provider to comply with any of the requirements in the contract or regulations.
- If you believe you have been discriminated against or there has been a violation of any laws or regulations.

## **PROCESS OVERVIEW**

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All programs strive to review concerns, complaints, and grievances promptly and facilitate resolution at the lowest level possible.

Following is an overview of the grievance process:

### Level I Review

1. Complainant submits grievance form (OAA GV 7406) to the service provider.
2. Level I review conducted by the service provider.
3. Complainant receives a written decision from the service provider.
4. Complainant may submit an appeal, if desired.

### Level II Review

5. Level II review conducted by DAAS-PG Administration.
6. Complainant receives a written decision from DAAS-PG Administration.
7. Complainant may submit an appeal and request an impartial hearing, if desired.

### Hearing

8. Final grievance review by Hearing Officer/Panel.

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*continued on next page*

### **FIRST LEVEL OF GRIEVANCE (LEVEL I)**

The contracted service provider is the first administrative level of resolution for complaints regarding OAA program services.

*Note: If the complaint is regarding direct services, the complaint will be investigated and responded to under the provisions of Level II grievance.*

#### Timeframes

- You must complete and submit the grievance form (OAA GV 7406) to the contracted service provider within **one (1) week** of the alleged violation.
- If possible, discuss issue with the contracted service provider and make a good faith effort to resolve. The service provider will issue a written response **no later than ten (10) business days** after receipt of grievance, or from date of discussion.

#### Resolution

If resolved at this level no further action is required. If your complaint is not resolved, you may appeal the decision of the provider to second-level review.

### **SECOND LEVEL OF GRIEVANCE (LEVEL II)**

DAAS-PG Administration is the second level of resolution for complaints regarding OAA program services. The provisions of this section shall apply to the following:

- When the AAA (DAAS-PG) is the direct service provider and the subject of the complaint.
- If you are dissatisfied with the contracted service provider's response at the first level of grievance.

#### Time Frame

If the contract provider does not resolve your complaint, you may appeal their decision to the second level of grievance **within fifteen (15) business days** of their written decision.

#### Instructions

All second level grievances must be submitted in writing and contain the information referenced in the first level of grievance.

- If you cannot submit a written complaint at this level, you, or your authorized designee, may request DAAS-PG to verbally accept the complaint or provide assistance in writing out the complaint.
- If DAAS-PG writes out the complaint, the complainant must review and sign the written complaint.

CLIENT COMPLAINT AND GRIEVANCE PROCEDURE  
Older Americans Act Programs

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Complaints may be hand delivered, mailed, or sent via fax to:

Department of Aging and Adult Services-Public Guardian  
Attention: Deputy Director - Administration  
784 East Hospitality Ln.  
San Bernardino, CA 92415  
Fax: (909) 891-3940

Processing

- The Deputy Director, or designee, will conduct an impartial investigation of the written complaint. A good faith effort will be made to resolve the complaint.
- A written response will be prepared and issued **no later than fifteen (15) business days** after receipt of the complaint.
- The written response will address the merits of the complaint and will provide a resolution to the complaint or deny the complaint with an explanation.

Resolution

If resolved at this level no further action is required. If your complaint is not resolved, you may exercise your right to request an Administrative Hearing pursuant to Section 7406 of Title 22.

**FINAL LEVEL OF GRIEVANCE (HEARING)**

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An impartial hearing officer/panel is the final level of resolution for complaints regarding OAA program services.

Time Frames

- If you are dissatisfied with the results of the review conducted at the second level of grievance, you may appeal the decision **within thirty (30) days** from the receipt of the written report and request a hearing to present your complaint orally before an impartial hearing officer/panel.
- A hearing will be scheduled **no later than forty-five (45) days** from the receipt of the hearing request.
- A proposed decision will be issued **no later than thirty (30) days** after the date of hearing.
- **No later than thirty (30) days** after receipt of the proposed decision, the Director or the Chairperson shall either adopt the proposed decision as the final decision or write a new final decision.

Instructions

- Your request for a hearing can be made either orally or in writing to the Director of San Bernardino County, Department of Aging and Adult Services.



CLIENT COMPLAINT AND GRIEVANCE PROCEDURE  
Older Americans Act Programs

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- A hearing will be scheduled **no later than forty-five (45) days** from the receipt of your hearing request.
- You will be notified of the following:
  - The date, time, and location of the hearing.
  - Your right, and other party's right, to be present at the hearing and/or to have another person act on their behalf, including the right to have legal counsel present.

#### Hearing Procedure

- An impartial hearing officer or panel will manage the hearing.
- All persons testifying at the hearing will be placed under oath or affirmation.
- The hearing will be informal with testimony being restricted to the issues requiring resolution.
- Technical rules of evidence and procedure will not apply at the hearing.
- During the hearing all parties will have the right to:
  - present evidence and witnesses.
  - examine witnesses and other sources of relevant information and evidence.
  - be recorded verbatim, either electronically or stenographically.

#### Conclusion of the Hearing

- **No later than thirty (30) days** after the date the hearing was held, the hearing officer/panel will prepare a proposed decision based upon all relevant evidence presented and will consider applicable policies, procedures, regulations, and laws governing the program in reaching a decision.
- The proposed decision will include the following:
  - a description of each issue.
  - a statement indicating the complaint was upheld or denied. In the case of complaints that are upheld, an explanation of the remedy will be included.
  - a citation of applicable laws and regulations.
- The proposed decision will be forwarded to the Director of DAAS-PG for issuance of a final decision.
- If the complaint is against the Director of DAAS-PG, the proposed decision will be forwarded to the Chairperson of the Governing Board for issuance of a final decision.
- **No later than thirty (30) days** after receipt of the proposed decision, the Director or the Chairperson shall either adopt the proposed decision as the final decision or write a new final decision.
- The decision will be mailed to the parties involved.
- The decision is final and not subject to appeal.
- The decision will include procedures for ensuring that the remedies, if any, specified in the final decision are implemented.

CLIENT COMPLAINT AND GRIEVANCE PROCEDURE  
Older Americans Act Programs

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**CIVIL RIGHTS**

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If you believe that your civil rights have been violated, please contact:

Deputy Director, Administration  
Department of Aging and Adult Services-Public Guardian  
784 East Hospitality Ln.  
San Bernardino, CA 92415



Aging and Adult Services  
Public Guardian

## CLIENT COMPLAINT AND GRIEVANCE Older Americans Act Programs

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### **Instructions**

You must complete and submit the grievance form (OAA GV 7406) **within one (1) week** of the alleged violation.

Complete the attached form and provide the requested information:

- Name, mailing address, and telephone number of complainant or person authorized to act on behalf of the complainant.
- Date and time of occurrence and names of individuals involved.
- Name of Service Provider, and type of service involved.
- Description of the grievance. Be as specific as possible.
- Names of witnesses and contact information, if any.
- If applicable, cite the alleged violation of regulation, law or policy.
- Requested remedy or resolution.
- Signature.

### **Complaints Regarding Contracted Services**

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Submit the completed form (OAA GV 7406) directly to the contracted service provider.

Contracted services:

- Title IIIB – Supportive Services
- Title IIIC – Older Californians Nutrition Program
- Title IIID – Disease Prevention and Health Promotion Program
- Title IIIE – Family Caregiver Support Program
- Title VII and VIIA – Long Term Care Ombudsman, and Prevention of Elder Abuse, Neglect, and Exploitation
- Health Insurance Counseling and Advocacy Program (HICAP)

### **Complaints Regarding Direct Services**

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Submit the completed form to DAAS-PG Administration. Complaints may be hand delivered, mailed, or sent via fax to:

Department of Aging and Adult Services-Public Guardian  
Attention: Deputy Director  
784 East Hospitality Ln.  
San Bernardino, CA 92415  
Fax: (909) 891-3940

Direct services:

- Senior Information and Assistance (SIA) (Title IIIB and IIIE)
- Senior Community Service Employment Program (Title V)



Aging and Adult Services  
Public Guardian

**CLIENT COMPLAINT AND GRIEVANCE FORM**  
**Older Americans Act Programs**

Grievant Name	Name of Service Provider
Mailing Address	Date of Action Causing Grievance
Telephone Number	Date of Meeting with Contract Provider

<p><b>Grievance Description</b> (Provide a clear and concise statement. Attach additional sheets if necessary.)</p>	
<p><b>Remedy Sought</b></p>	
<p align="center"><b>GRIEVANCE PROCEDURE CERTIFICATION</b></p> <p>This is to certify that I have read, understood, and received a copy of the Client Complaint and Grievance Procedures for Older Americans Act Programs.</p> <p>This information provided is true and accurate to the best of my knowledge.</p>	
<p>_____</p> <p>Grievant Signature</p>	<p>_____</p> <p>Date Filed</p>







**ASSURANCE OF COMPLIANCE STATEMENT**

**ASSURANCE OF COMPLIANCE WITH THE  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Council on Aging-Southern California

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940; California Government Code section 4450; Title 2, California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

Council on Aging-Southern California

ORGANIZATION

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SAN BERNARDINO COUNTY  
DEPARTMENT OF AGING AND ADULT SERVICES  
**REQUEST TO PURCHASE PROPERTY/EQUIPMENT**

This form is to be completed whenever a contractor is requesting to purchase property or equipment under a California Department of Aging (CDA) grant. Contractor must obtain a minimum of three (3) bids and attach a Property/Equipment Bid Form for each item requested.

Date:

FY:

Contractor Name:		
Address:	Contact:	Phone No:

**Item(s) Requested (attach additional sheet if required):**

QTY	DESCRIPTION	AMOUNT	FUNDING SOURCE

**Explain how requested item(s) will be used to carry out the objectives related to the funding to be received (attach additional sheet if required):** \_\_\_\_\_

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Administrative Use Only:

Approved    Denied                      Value over \$500/unit: Yes    No

Inventory: Yes    No

Program Review by: Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Director Approval: \_\_\_\_\_ Date \_\_\_\_\_

SAN BERNARDINO COUNTY  
DEPARTMENT OF AGING AND ADULT SERVICES  
**PROPERTY/EQUIPMENT BID FORM**

Fund Source:

Contractor Name:

Contact:

Address:

Phone:

Item Description:

Date of Bid:	Date of Bid:	Date of Bid:
Vendor: _____ _____ _____	Vendor: _____ _____ _____	Vendor: _____ _____ _____
Contact:	Contact:	Contact:
Phone:	Phone:	Phone:
Cost per unit: Number of units: Total Cost:	Cost per unit: Number of units: Total Cost:	Cost per unit: Number of units: Total Cost:
Comments:	Comments:	Comments:

## Voluntary Contribution Flyer



Aging and Adult Services  
Public Guardian

Senior Program

# Older Americans Act

## Voluntary Contributions

### Introduction

Thank you for participating in San Bernardino County Department of Aging and Adult Services – Public Guardian’s (DAAS-PG) Older Americans Act senior programs. We are pleased to serve you and look forward to continuing to provide you with quality services.

Funding for this service has been provided by the department through a grant award from the California Department of Aging.

### Voluntary Contributions

Program participants may contribute towards the cost of services received. Contributions are voluntary and will be used to increase program services. No eligible individual shall be denied participation based on contributions.

### Confidentiality

Voluntary contributions are kept confidential. Employees, agents, and volunteers are required to maintain the integrity and confidentiality of all participants regardless of contributions.

### How to contribute

Participants interested in contributing to the program may do so by placing monies in the marked contribution container or envelope provided by the program provider at each service event.

If you have any questions or concerns regarding voluntary contributions, please contact:

For more information on Senior Programs, contact DAAS-PG at **1-800-510-2020** or visit our website at [www.SBCounty.gov/daas](http://www.SBCounty.gov/daas).

02.15.2023



**Payments, Budgets, Closeout, and Audits****I. Funds****A. Expenditure of Funds**

1. Contractor shall expend all funds received hereunder in accordance with this Contract.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources' rules and regulations. This is not to be construed as limiting Contractor from paying any differences in costs between the rates specified above and any rates the Contractor is obligated to pay under other contractual agreement from funds other than those provided pursuant to this Contract.
3. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from County.
4. Contractor agrees to include these requirements in all contracts it enters into with subcontractors or vendors to provide services pursuant to this Contract.
5. County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, when determined by the County to be out of compliance with this Contract, unrelated or inappropriate to the contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

**B. Accountability for Funds**

1. Contractor shall maintain accounting records for funds received under the terms and conditions of this Contract. These records shall be separate from those for any other funds administered by Contractor and shall be maintained in accordance with Generally Acceptable Accounting Principles and Procedures, and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
2. 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.
3. Adequate source documentation of each transaction shall be maintained relative to the allow ability of expenditures reimbursed by DAAS under this Contract. If the allow ability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures may be disallowed.
4. Financial Management Systems
  - a. Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR Section 74.21 (not for profit organizations):
  - b. Financial Reporting
  - c. Accounting Records
  - d. Internal Control
  - e. Budgetary Control
  - f. Allowable Costs
  - g. Source Documentation

## h. Cash Management

## C. Unexpended Funds

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

## D. Availability of funds

1. It is understood by the parties that this Contract may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, to avoid program and fiscal delays that would occur if this Contract were executed after that determination was made.
2. This Contract is valid and enforceable only if sufficient funds are made available to the County by the United States Government or State of California for the fiscal years appropriate for the purpose of the services described herein.
3. Funding Reduction(s)
  - a. If funding for any County fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either.
    - 1) Terminate the Contract
    - 2) Amend the Contract to reflect the reduced funding that will be available.
  - b. In the event that County elects to offer an amendment, it shall be mutually understood by both parties that 1) County reserves the right to determine which contracts, if any under this program shall be reduced; 2) some contracts may be reduced by a greater amount than others; 3) the County shall determine in its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

## E. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
  - a. There should be supporting documentation showing amounts earned daily and the deposit of this funding.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year the income was earned (except as noted below).
3. Program Income must be spent before contract funds and reduce the amount of contract funds payable to Contractor.
4. If Program Income is earned in excess of the amount reported by County in the Contractor's approved budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year, if approved by County.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet any requirements for matching contributions specified in this Contract.
7. Program Income must be used to expand baseline services.

## F. One Time Only (OTO) Funds

1. OTO funds may only be used for the following purposes:
  - a. The purchase of equipment which enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects which are approved by County in advance.
  - c. Innovative pilot projects which have been approved in advance by the County and are designed for the development of a comprehensive and coordinated system of care as defined in [45 CFR 1321.53(a) & (b)].
2. OTO funds may be used to maintain or increase baseline services; however, it is understood by the parties such use of OTO funds creates no expectation of service delivery beyond the current contract period of Contractor's direct costs, excluding in-kind contributions and non-expendable equipment.
3. Nutrition Services Incentive Program (NSIP) OTO funds shall be used only to purchase food to be used by Contractor in Contractor's Elderly Nutrition Program.

## G. Matching Contributions

1. Cash and/or in-kind contributions may be counted as match if such contributions are used to meet program requirements.
2. Matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or its subcontractors.
3. Only allowable costs as established by Office of Management and Budget (OMB) cost principles may be reported as matching contributions.
4. Services of volunteers or other costs reported as "in-kind" matching contributions shall be valued at rates consistent with those of similar work or services paid by Contractor. If Contractor does not offer similar work or purchase similar services, rates shall be consistent with those in local market area.

## H. Budget and Budget Revision

1. Contractor shall be compensated for expenses only as itemized in the approved budget reference into this Contract. The Contractor shall not be entitled to payment for expenses related to this Contract until the budget has been reviewed and approved by County.
2. No budget revision may result in an-increase of the maximum dollar amount stated in Section V, Paragraph A. The written request must specify the line item or Service Category changes requested and must include justification for the request changes.
3. Contractor shall submit a budget revision to the County, in advance of expenditures when:
  - a. Changes to line-item expenditures are expected to exceed the amount of the approved budgeted line item by more than ten percent (10%) of the amount specified in Section V, Paragraph A.
  - b. New budget line items are to be added.
  - c. When the changes being requested involved the transfer of funds between Service Category.

- d. When the changes being requested involve the transfer of funds from one line item to another line item within a Service Category.
      - e. When otherwise requested by County.
    4. Contractor shall maintain a written record of all budget changes including line item or service category changes. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.
    5. The final date to submit a budget revision is as follows unless otherwise specified by County.
      - a. For HICAP funding December 30.
      - b. For MIPPA funding May 30.
  - I. Indirect Costs
    1. Indirect costs are those which have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefiting cost objectives. A cost may not be allocated to an award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a direct cost.
    2. Examples of indirect cost may include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
    3. The maximum reimbursement amount allowable for indirect costs is ten percent (10%).
    4. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and be used to meet the minimum matching contribution requirements.
    5. Contractor agrees to include the above requirement in all contracts it enters into with subcontractors or vendors to provide services pursuant to this Contract.
    6. Reimbursement for indirect costs shall be based on an indirect cost rate plan documenting the methodology used to determine the indirect cost rate, which shall be submitted by Contractor to DAAS and be approved by DAAS with the budget.
  - J. Financial Summary
    1. Contractor shall receive a report of all funding reimbursed and will sign an attestation in agreement with the final record of expenditures and income to County within sixty (60) days of the end of contract period, unless otherwise specified by County.
    2. Federal funds otherwise payable to Contractor by County may be reduced proportionately by County to maintain the required matching contributions ratio if amount of matching contributions reported by Contractor is less than minimum required matching contribution amount specified in Section V.A ("Fiscal Provisions) of this Contract.
  - K. Subcontracts or Vendor Contracts
    1. Without the prior written consent of the Director of DAAS or his/her designee, this Contract is not assignable by Contractor either in whole or in part.

2. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DAAS or his/her designee. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
3. Contractor shall include language in all subcontracts that require subcontractor to comply with all applicable State and federal laws.
4. Contractor shall have no authority to contract for, on behalf of, or incur obligations on behalf of County or State.
5. Copies of subcontracts, vendor Contracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available to DAAS upon request Contractor shall monitor the insurance requirements of its subcontractors and/or vendors.
6. Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by DAAS. These reporting and expenditure documents shall be sent to Contractor in a timely manner and at intervals as determined by DAAS.
7. Contractor shall monitor the budget, expenditures, and performance of its subcontractors and/or vendors.
8. Contractor shall provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.

#### L. Audits

1. Contractors that expend \$1,000,000 or more in Federal awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act. Amendments of 1996, Public Law 104-156, and Office of Management and Budget [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133).
2. A copy of audit report shall be submitted to DAAS within thirty (30) days after receipt of the auditor's report or nine (9) months after the audit period, whichever occurs first, unless a longer period is agreed to in advance by the cognizant or oversight federal agency.
3. Contractor shall ensure that State-funded expenditures are displayed clearly along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Assistance Listing Number (ALN) as referenced herein. In addition, should contractor's SEFA totals be reported based on a fiscal year period other than County's fiscal year (July 1 through June 30), a supplemental schedule shall be provided which reconciles Contractor's reported expenditures to County fiscal year periods.
4. For state contracts which do not have ALN numbers, Contractor shall ensure State funded expenditures are clearly identified in the SEFA by the appropriate program name, identifying grant/contract number and as passed through the California Department of Aging.
5. The following closely related programs identified by ALN number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the ALN

titles and numbers to the independent auditor conducting the organization's single audit as well to each of Contractor's subrecipients.

6. The Federal Granter for the following programs is the U.S Department of Health and Human Services, Administration on Aging:

93.044	Special Programs for the Aging - Title III, Part B = Grants for Supportive Services and Senior Centers (Title 111-B).
<b>93.045</b>	Special Programs for the Aging – Title III, Part C - Nutrition Services (Title 111-C)
93.052	National Family Caregiver Support- Title III, Part E
<b>93.053</b>	Nutrition Services Incentive Program (NSIP)

7. The Federal Grantor for the following program is the Administration for Community Living grants:

93.779	State Health Insurance Assistance Program (HICAP)
93.071	MIPPA: MSP, US & Prescription Drug Enrollment Assistance through the Aging Network, SHIP, and ADRCs

8. Cluster of programs means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA) and other clusters. "Other Clusters" are defined by the OMB in the Compliance Supplement or as designated by a State for federal awards provided to its subrecipients that meet the definition of cluster of programs. When designating an "Other Cluster", a State shall identify the federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with S.400 (d) (1) and S.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in S.520, and with the exception of R&D as described in S.200 (c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Corporations).
9. Contractor shall perform a reconciliation of its "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and be made available to DAAS for review.
10. Contractor shall ensure that subcontractor single audit reports for Contractor meet [2 CFR Part 200, Subpart F Audit Requirements] [formally OMB Circular A-133] requirements, including but not limited to:
  - a. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first.
  - b. Properly procured - use procurement standards provided in the OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.

- c. Performed in accordance with Generally Accepted Government Auditing Standards- shall be performed by an independent auditor and be organization-wide.
  - d. All inclusive - includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant Contracts; and the schedule of findings and questioned costs.
  - e. Performed in accordance with provisions applicable to this program as identified in S.2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- 11. Requirements identified in the provision above shall be included by Contractor in all subcontracts.
  - 12. Contractor shall include in its contract with the independent auditor that the auditor will comply with all applicable requirements/standards, that the County shall have access to all audit.
  - 13. Reports and supporting work papers, and that the County shall have the option to perform additional work if needed.
  - 14. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996 is allowable charges to Federal awards. Contractor may not charge to Federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than \$500,000 per year and is thereby exempted under OMB Circular A-133, Subsection 200(d).
  - 15. Contractor shall cooperate with and participate in any additional audits which may be required by State or County.

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
 CDA 1024 (REV 03/2020)



**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:**

**ACKNOWLEDGE:**

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

**MEET THE FOLLOWING REQUIREMENTS:**

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.



STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
CDA 1024 (REV 03/2020)



**CERTIFY:**

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

- Is in full compliance with the 128 Encryption requirements.
- Is not in compliance with the 128 Encryption requirements and will achieve compliance by \_\_\_\_\_.

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

\_\_\_\_\_

Contractor/Vendor Printed Name and Title

\_\_\_\_\_  
Contractor/Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CDA Program/Project

\_\_\_\_\_  
Contract Number

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION SECURITY INCIDENT REPORT PART A**  
 CDA 1025A (REV 12/2019)



This form is to be completed by the Incident Manager. For more information see, the Information Security Incident Forms Instructions (CDA 1025i).

REPORTING AGENCY/CONTRACTOR	
1. Business Name:	
2. Business Address:	
IMPACTED ENTITY	
3. Is this incident being reported on behalf of another entity?	
<input type="checkbox"/> Yes, proceed to Question #4.	
<input type="checkbox"/> No, proceed to "REPORTING CONTACT INFORMATION" section and Question #8.	
4. Entity Name:	
5. Entity Business Address:	
6. Entity Telephone Number:	
7. Entity Email Address:	
REPORTING CONTACT INFORMATION	
8. Incident Manager:	9. Telephone Number:
10. Email Address:	
INCIDENT DISCOVERED BY	
11. Name:	12. Telephone Number:
13. Email Address:	
INCIDENT DETAILS	
14. Date/Time of Incident:	15. Date Incident Detected:

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION SECURITY INCIDENT REPORT PART A**  
 CDA 1025A (REV 12/2019)



<b>16. Incident Description:</b>		
<b>17. Address where incident occurred:</b>		
<b>18. County where incident occurred:</b>		
<b>19. Reported to law enforcement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the name of the law enforcement agency and the report number. Agency: _____ Report Number: _____		
<b>20. Media device type, if applicable:</b>	<b>21. Was the device encrypted?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<b>22. Number of individuals affected:</b>
<b>23. Type of protected information (check all that apply):</b> <input type="checkbox"/> Social Security Number <input type="checkbox"/> Financial Information <input type="checkbox"/> Name <input type="checkbox"/> Health or Medical Information <input type="checkbox"/> Driver's License/State ID Number <input type="checkbox"/> Other (Specify): _____ <input type="checkbox"/> No Protected Information Disclosed		
<b>SIGNATURES</b>		
<b>24. Agency/Contractor Information Security Officer:</b>	<b>Signature:</b>	<b>Date:</b>
<b>25. Agency/Contractor Privacy Officer:</b>	<b>Signature:</b>	<b>Date:</b>
<b>26. Authorized Signature/Director:</b>	<b>Signature:</b>	<b>Date:</b>
<b>CDA USE ONLY</b>		
<b>CDA Incident Number:</b>	<b>Cal-CSIRS Report Number:</b>	
<b>Is a breach notice required?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Sample notification sent to Incident Manager?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Name of sample notification provided, if applicable:</b>		

**INFORMATION SHEET (one Information Sheet per Vendor)**

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO:

SAN BERNARDINO COUNTY  
 Department of Aging and Adult Services  
 Attn: CONTRACTS

SECTION I: CONTRACTOR INFORMATION			
Contractor Name:			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Site Name for Services (if Different from Contractor):			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
<b>Contract Signature Authority:</b>			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: (    )	E-Mail:	Phone #: (    )	E-Mail:
<b>Claim Signature Authority:</b>			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: (    )	E-Mail:	Phone #: (    )	E-Mail:
SECTION II: DAAS INFORMATION			
<b>Contract Mailing Address:</b>		<b>Contracts Unit:</b>	
San Bernardino County Department of Aging and Adult Services Contracts Unit 686 E. Mill Street San Bernardino, CA 92415-0920		<i>Unit Fax #: 909-891-9150</i>	

## COMMUNITY FOCAL POINTS LIST

Name	Address	City/Community	Phone
Adelanto Senior Club	11565 Cortez Avenue	Adelanto, CA 92301	(760) 605-0549
Apple Valley Senior Club	13188 Central Road	Apple Valley, CA 92308	(760) 247-3155
Barstow Senior Citizens Club	555 Melissa Avenue	Barstow, CA 92311-3031	(760) 256-5023
Big Bear Valley Senior Center	42651 Big Bear Blvd.	Big Bear Lake, CA 92315	(909) 584-0323
Bloomington Senior Center	18317 Valley Blvd.	Bloomington, CA 92316	(909) 546-1399
Bonnie Baker Senior Citizens Club	149350 Ukiah Trail	Big River, CA 92242	(760) 665-2667
Chemehuevi Indian Tribal Center	1990 Palo Verde	Havasu Lake, CA 92363	(760) 858-4219
Chino Senior Center	13170 Central Avenue	Chino, CA 91710	(909) 334-3453
Crest Forest Senior Citizens Club	24658 San Moritz Drive	Crestline, CA 92325	(909) 338-5036
Delmann Heights Senior Center	2969 N. Flores St.	San Bernardino, CA 92407	(909) 887-2115
Dino Papavero Senior Center	16707 Marygold Avenue	Fontana, CA 92335	(909) 350-0575
El Mirage Senior Club	1488 Milton	El Mirage, CA 92301	(760) 559-7683
Fontana Community Senior Center	16710 Ceres Avenue	Fontana, CA 92335	(909) 854-5151
Ft. Mohave Tribal Senior Nutrition Program	700 Harrison Street	Needles, CA 92363	(760) 629-2371
George M. Gibson Senior Center	250 N. Third Avenue	Upland, CA 91786	(909) 981-4501
George White Senior Center	8565 Nuevo Avenue/8572 Sierra Ave.(Main Ofc)	Fontana, CA 92335	(909) 822-4493
Grand Terrace Senior Center	22627 Grand Terrace Road	Grand Terrace, CA 92313	(909) 824-1491
Helendale Senior Center	15350 Riverview Rd., Bldg. 2	Helendale, CA 92342	(760) 243-5690
Hesperia Leisure League	9122 Third Avenue	Hesperia, CA 92345	(760) 244-3223
Percy Baaker Community Center	9333 "E" Avenue/PO Box 104055	Hesperia, CA 92340	(760) 244-5488
Highland Senior Center	3102 E. Highland Avenue	Patton, CA 92369	(909) 862-8104
Hinkley Community and Senior Center	35997 Mountain View Road	Hinkley, CA 92347	(760) 253-4677
Hutton Senior Center	660 Colton Avenue	Colton, CA 92324	(909) 370-6168
James L. Brulte Senior Center	11200 Baseline Road	Rancho Cucamonga, CA 91701	(909) 477-2780
Joshua Tree Community Center	6171 Sunburst	Joshua Tree, CA 92252	(760) 366-2471

Name	Address	City/Community	Phone
Joslyn Senior Center	21 Grant Street	Redlands, CA 92373	(909) 798-7550
Loma Linda Senior Center	25571 Barton Road	Loma Linda, CA 92354	(909) 799-2820
Lucerne Valley Senior Club	10431 Allen Way	Lucerne Valley, CA 92356	(760) 248-2248
Luque Senior Center	292 East "O" Street	Colton, CA 92324	(909) 370-5087
Lytle Creek Senior Center	P.O. Box 182/14082 Center Road	Lytle Creek, CA 92358	(909) 880-8659
Mentone Senior Center	1331 Opal Avenue	Mentone, CA 92359	(909) 794-5280
Montclair Senior Center	5111 Benito Street	Montclair, CA 91763	(909) 625-9483
Morongo Basin Senior Support Center	57121 Sunnyslope Drive	Yucca Valley, CA 92284	(760) 365-9661
Mountain Communities Senior Center	675 Grandview Road	Twin Peaks, CA 92391	(909) 337-1824
Needles Senior Center	1699 Bailey Avenue	Needles, CA 92363	(760) 326-4789
Newberry Springs Senior Family Center	33383 Newberry Road	Newberry Springs, CA 92365	(760) 257-3284
Ontario Senior Center	225 East "B" Street	Ontario, CA 91764	(909) 395-2021
Perris Hill Senior Center	780 E. 21st Street	San Bernardino, CA 92404	(909) 384-5436
Phelan Senior Club	4128 Warbler Rd. #A	Phelan, CA 92371	(760) 868-8067
Pinon Hills Senior Club	10433 Mountain Road	Pinon Hills, CA 92372	(760) 868-8637
Redlands Community Senior Center	111 W. Lugonia	Redlands, CA 92374	(909) 798-7579
Rialto Senior Center	1411 S. Riverside Avenue	Rialto, CA 92376	(909) 877-9706
San Bernardino 5th St Senior Center	600 W 5th Street	San Bernardino, CA 92410	(909)-384-5430
San Moritz Lodge	24658 San Moritz Dr	Crestline, CA 92325	(909)-338-5036
Trona Community Senior Center	13187 Market Street	Trona, CA 93562	(760) 372-5889
Twenty Nine Palms Senior Center	6539 Adobe Road	Twenty Nine Palms, CA 92277	(760) 367-3891
Victorville Senior Center	14874 Mojave Road	Victorville, CA 92392	(760) 245-5018
Wrightwood Community Center	1543 Barbara Street	Wrightwood, CA 92397	(760) 249-3205
Yucaipa Senior Center	12202 First Street	Yucaipa, CA 92399	(909) 797-1177
Yucca Valley Senior Center	57088 29 Palms Highway	Yucca Valley, CA 92284	(760) 228-5453