



**Contract Number**

**SAP Number**  
4400019281

## Department of Aging and Adult Services

<b>Department Contract Representative</b>	<u>Karol Hamman, Contract Analyst</u>
<b>Telephone Number</b>	<u>909.388.0215</u>
<b>Contractor</b>	<u>Lucerne Valley Senior Citizens</u>
<b>Contractor Representative</b>	<u>Mandy Gilmore</u>
<b>Telephone Number</b>	<u>760-900-2870</u>
<b>Contract Term</b>	<u>July 1, 2022 through June 30, 2025</u>
<b>Original Contract Amount</b>	<u>\$230,000</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>\$230,000</u>
<b>Cost Center</b>	<u>5292001036</u>

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County, hereafter referred to as "County," desires to provide Elderly Nutrition Program services; and

**WHEREAS**, County has been allocated funds by Older Americans Act of 1965 to develop nutrition programs for the elderly; and

**WHEREAS**, County finds Lucerne Valley Senior Citizens, hereafter referred to as "Contractor," qualified to provide Elderly Nutrition Program services; and

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

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

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## I. DEFINITIONS

- A. Area Agency on Aging (AAA) – In 1976, the State of California designated San Bernardino County Department of Aging and Adult Services (DAAS) as the Area Agency on Aging for the county. As a result of this designation, DAAS receives funding from the California Department of Aging to administer the programs authorized by the Older Americans Act.
- B. California Code of Regulations (CCR) – Is the codification of the general and permanent rules and regulations announced in the California Regulatory Notice Register by California state agencies.
- C. 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.
- D. California Department of Social Services Manual of Policies and Procedures (CDSS MPP) – The rules and regulations governing the Department and Program.
- E. Catalog of Federal Domestic Assistance (CFDA) – A government-wide compendium of federal programs, projects, services and activities that provide assistance or benefits to the American Public.
- F. 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.
- G. Congregate Nutrition Services (C-1) – Provides nutritious meals, nutrition education, and nutrition risk screening to individuals age sixty (60) and older in a social setting. The program offers individuals an opportunity to socialize with others to reduce social isolation while promoting health and well-being through nutrition.
- H. Contract – Agreement between County and Contractor, including the terms and conditions, scope of work, attachments, addenda, and amendments, if applicable.
- I. Contractor/Vendor – Refers to an Applicant whose application results in a contract to provide Elderly Nutrition Services.
- J. California Retail Food Code (CRFC) [Section 113700 et seq., California Health and Safety Code] – Replaces California Uniform Retail Food Facilities Law (CURFFL).
- K. Cost Reimbursement – Payment method by which allowable and reasonable costs incurred by a Contractor in the performance of the contract – which may include overhead, personnel, utilities, etc. are reimbursed in accordance with the terms of the Contract.
- L. Department of Aging and Adult Services (DAAS) – San Bernardino County department that empowers older adults and individuals with disabilities by providing services and working with individuals, service providers, and communities to improve or maintain choice, independence, and quality of living.
- M. Department of Justice (DOJ) – A federal executive department of the United States government responsible for the enforcement of the law and administration of justice.
- N. Dietary Reference Intake (DRI) – Nutrient recommendations prepared by the U.S. Academy of Sciences Institute of Medicine.
- O. Disability – A condition attributable to mental or physical impairment, or a combination of mental or physical impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity:
  - 1. Self-care
  - 2. Receptive and expressive language
  - 3. Learning
  - 4. Mobility

5. Self-direction
  6. Capacity for independent living
  7. Economic self-sufficiency
  8. Cognitive functioning
  9. Emotional adjustment
- P. Elder – Any person residing in California who is sixty-five (65) years of age or older.
- Q. Elderly Nutrition Program (ENP) – A program which provides nutrition services, as authorized by the Older Americans Act of 1965, as amended, and which shall be provided in accordance with California Code of Regulations, 22 CA ADC § 7630 et. seq.
- R. Eligible Service Population – Older Individuals (sixty (60) years of age or older), giving preference to those in greatest economic or social need with particular attention to low-income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas.(OAA Section 305 (a)(2)(E), CCR 7125, 7125, 7127,7130, and 7135.
- S. Equipment – Tangible personal property with a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit.
- T. Financial Statement – For non-Federal entities that expend less than \$750,000 in a fiscal year in Federal awards, a statement that reflects the contractor’s financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.
- U. Frail – An older individual determined to be functionally impaired because the individual either:
1. Is unable to perform at least two (2) activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision.
  2. Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a service health or safety hazard to the individual or to others.
- V. General Program Income – Meal income receive in the form of contributions or donations made by the elderly services rendered under this Contract.
- W. Hazard Analysis Critical Control Point (HACCP) – A systematic preventive approach to food safety from biological, chemical, and physical hazards in production processes that can cause the finished product to be unsafe and designs measures to reduce these risks to a safe level.
- X. HACCP Plan – A written document that delineates the formal procedures for following the HACCP principles that were developed by the National Advisory Committee on Microbiological Criteria for Foods and complies with the requirements of Section 114055, Health and Safety Code.
- Y. HACCP Principles – The seven (7) basic steps of HACCP, which are:
1. The completion of hazard analysis identification by identifying the likely hazards to consumers presented by a specific food.
  2. The determination of critical control points in receiving, storage, preparation, display and dispensing of a food.
  3. The setting or measurable critical limits for each critical control point determined.
  4. Developing and maintaining monitoring practices to determine if critical limits are being met.
  5. Developing and utilizing corrective action plans when failure to meet critical limits is detected.

6. Establishing and maintaining a record keeping system to verify adherence to a HACCP plan.
7. Establishing a system of audits to:
  - a. Initially verify the effectiveness of the critical limits set and appropriateness of the determination of critical control points.
  - b. Periodically verify the effectiveness of the HACCP plan.
- Z. Home Delivered Nutrition Services (C-2) – Provides nutritious home-delivered meals, nutrition education, and nutrition risk screening to individuals age sixty (60) and older who are homebound because of illness, incapacity, disability, or are otherwise isolated.
- AA. Human Services (HS) – San Bernardino County 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.
- BB. Indirect Costs – Costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objective specifically benefitted, without effort disproportionate to the results achieved.
- CC. 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.
  1. Cash – Cash other than program income contributed to the project from local or State funds. With the exception of Community Development Block Grants (CDBG), Federal funds cannot be used as match. Costs borne by the Contractor and cash contributions from any and all third parties, i.e., company/private donations, and vendor general fund, are considered cash matching funds.
  2. 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.
- DD. 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).
- EE. Nutrition Education – Informing recipients of congregate and home-delivered meals about current facts and information that will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.
- FF. Nutrition Screening – Completion of a nutrition screening checklist by eligible individuals to determine if they are at nutrition risk. A nutrition screening checklist is a federal public information collection requirement in the National Aging Program Information System (NAPIS), found in the Federal Register, Volume 59, No. 188, September 29, 1994.
- GG. Nutrition Services – The procurement, preparation, transport and service of meals, nutrition education, and nutrition screening, to eligible individuals at congregate sites or in their homes.
- HH. Nutrition Services Incentive Program (NSIP) – Refers to the United States Department of Agriculture's (USDA) cash allotment or commodity program. The purpose of NSIP is to provide incentives and reward effective performance in the efficient delivery of nutritious meals to older individuals. Funding is based on the number of meals served in the prior year and available appropriation.
- II. Older Americans Act (OAA) – The overall purpose of this act is to provide comprehensive, coordinated, community-based systems of service to persons age sixty (60) and older in order to enable them to maintain health, personal dignity, and independence (42 USCA §3001 et seq.).
- JJ. Older Individual – A person sixty (60) years of age or older.

- KK. Office of Management and Budget (OMB) – The business division of the Executive Office of the President of the United States that administers the United States federal budget and oversees the performance of federal agencies.
- LL. Personally Identifiable Information (PII) – Information, which can be used to distinguish or trace an individual's identity, including, but not limited to, name, social security number, date of birth, address, children's names Driver License number, and any computer-based address or identifier.
- MM. Program Income – Revenue generated by the Contractor/subcontractor from contract-supported activities. Program income is:
1. Voluntary contribution received from a participant or responsible party as a result of services.
  2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Contract.
  3. Royalties received on patents and copyrights from contract-supported activities
  4. Proceeds from sale of items fabricated under a contract agreement.
- NN. Registered Dietician – A person who shall be both:
1. Qualified as specified in Sections 2585 and 2586, Business and Professions Code, and
  2. Registered by the Commission on Dietetic Registration.
- OO. Reimbursable Item – Allowable cost and compensable item.
- PP. Schedule of Expenditures of Federal Awards (SEFA) – A document for planning and conduction an audit organization which include federal award expenditures, transactions, cost reimbursements, etc.
- QQ. Service Area – Defines a geographic area to be served under this program.
- RR. Single Audit Entity – Non-Federal entities that expend \$750,000 or more in a fiscal year in Federal awards. Single Audit Entities must have a single or program-specific audit conducted for the year in accordance with OMB Circular A-133.
- SS. SOC 341 – Form used to report a suspected incident of abuse of an elder or dependent adult required under Welfare and Institutions Codes Sections 15630 and 15686(a)(1).
- TT. State – State of California.
- UU. Subcontract – To contract with a third party to perform all or part of the work included in this RFP and the resulting contract.
- VV. Title III of the Older Americans Act – Authorizes grants to states and local entities for supportive and nutrition services.
- WW. Title III C-1 (Congregate Nutrition Program) – Nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. (22 CCR 7368.7 (a)).
- XX. Title III C-2 (Home-Delivered Nutrition Program) – Home-Delivered Nutrition services for older individuals who are frail and homebound by reason of illness, disability, or isolation. (22 CCR 7368.7 (c)).
- YY. United States Code (USC) – The official compilation and codification of the general and permanent federal statutes of the United States.
- ZZ. United States Department of Agriculture (USDA) – Department of the United States government that manages various programs related to food, agriculture, natural resources, rural development and nutrition.

- AAA. Volunteer – An individual who provides services without pay, but may receive reimbursement for expenses.
- BBB. Welfare and Institutions Code (WIC) – Codes enacted by the California State Legislature which address services relating to welfare, dependent children, mental health, handicapped, elderly, delinquency, foster care, Medi-Cal, food stamps, rehabilitation and long-term care, etc.

## II. CONTRACTOR SERVICE RESPONSIBILITIES

Contacto shall provide all services as outlined in the Scope of Work (Attachment C) and shall be compensated on a cost reimbursement basis.

## III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. 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. 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 9.4. By signing this Contract, Contractor certifies that:
1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
  2. Have not within a three-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 or records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
  4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. 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 this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this 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.
- C. Without the prior written consent of the Assistant Executive Officer of Department Operations, this Contract is not assignable by Contractor either in whole or in part.
- D. 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, under the terms of this Contract.
- E. 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 member's staff, Chief Executive Officer of the County 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.

- F. If during the course of the administration of this Contract, the County determines that the 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.
- G. 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.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DAAS through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

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 Paragraph CC of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs X and Y of this Section III.

For any subcontractor, Contractor shall:

- 1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
  - 2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
  - 3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the San Bernardino County. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other 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 also comply with the appropriate Code of Federal Regulations (CFR) that 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.

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 of payments for billings submitted and for termination of the Contract.

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.

- K. 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.
- L. Contractor shall immediately notify County of any foreseen or unforeseen events that will or may cause a disruption in services. Upon notice of a foreseen or unforeseen event that disrupts service, the Contractor shall apprise County of the steps being taken to provide and/or restore services expeditiously as possible.
- M. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- N. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. 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. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.
- O. 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.
- P. Contractor will ensure that staff are knowledgeable on the Client Complaint and Grievance Procedure, Older Americans Act Programs (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- Q. 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 on 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.
- R. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
1. Read, understand and comply with the Privacy and Security Requirements Summary.
  2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
  3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.

4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov).
- S. 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. The 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.
- T. 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 memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- U. 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) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at 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 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 Civil Code section 1798.155(b).
- V. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
  1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
  3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- W. Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements: Under the terms of this Contract, as changes in the Elder and

Dependent Adult Reporting Laws are enacted, the Contractor is bound to comply with the most current regulations.

1. 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.
  2. 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:
    - a. 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
    - b. 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.
  3. To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
    - a. 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;
    - b. 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;
    - c. 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.
  4. 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:
    - a. Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
    - b. 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, <http://www.cdss.ca.gov/Portals/9/FMUForms/Q-T/SOC341.pdf?ver=2018-11-15-132736-097>. The completed form must be submitted to the same agency to which the incident was reported by telephone.
- X. 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.

- Y. Contractor shall notify the County of any staff member, member of the board of directors, 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, for other than minor traffic offenses, of any paid employee, member of the board of directors, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

- Z. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
3. 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.

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 work place 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.

- AA. Contractor shall make every reasonable effort to prevent employees, consultants or members of its 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. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by 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, agents, or employees 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 applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- BB. Contractor shall adhere to the County's Travel Management Policy (08-02 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.
- CC. Contractor agrees to and shall comply with the following 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 indemnitees. The Contractor's 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 the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds 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 2010.1185.
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. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory 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, including endorsements, as required, 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 \$10,000 shall be declared to 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. 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. The type(s) of insurance required is determined by the scope of the contract services.

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/Employers 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 \$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 non-profit 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. \$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 non-employee 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 or occurrence and two million (\$2,000,000) aggregate limits.

or

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. Environmental Liability Insurance – In addition to the Basic Requirements/Specifications for all contracts, any contract that involves the use handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA “Director’s list of Hazardous Substances” or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements.
- 1. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.
  - 2. 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.

- g. Abuse/Molestation Insurance – The 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. Cyber (internet) and Electronic Data Processing (EDP) 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 claims involving 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.
- DD. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- EE. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- FF. Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
- 1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the San Bernardino County and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; 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; 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.
  - 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 VII of the Civil Rights Act of 1964, the California Fair Housing and Employment 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 Human Services Contracts Unit 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 shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment B) annually.

- a. 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. [USC 7-Section 3 of the Defense of Marriage Act]
  - b. 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."
4. 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 make-up 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.
- GG. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- HH. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- II. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- JJ. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer 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. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.
- KK. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- LL. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way 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 211 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.
- MM. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the DAAS Director or their designee, and shall include County approved branding.
- NN. The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of and federal contract, grant, loan or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" form (Attachment D), in accordance with its instructions.
- OO. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.
- Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.
- PP. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).
- QQ. Contractors shall complete and submit Information Sheet (Attachment E) in accordance with its instructions.
- RR. Department of Aging and Adult Services contract with California Department of Aging, Article II Paragraph A (23), requires DAAS to provide contractors with additional resources for their customers called Community Focal Points List (Attachment F).

#### **IV. COUNTY RESPONSIBILITIES**

County shall:

- A. 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.
- B. Provide consultation and technical assistance in monitoring the terms of this Contract.
- C. Compensate the Contractor for approved expenses in accordance with Section V of this contract.

#### **V. FISCAL PROVISIONS**

- A. The maximum amount payable under this Contract shall not exceed \$230,000, of which a portion will be federally funded, and shall be subject to availability of 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.

B. Contract shall be compensated on a cost reimbursement basis, limited to the obligations and expenditures outlined in the Program Budget (Attachment H) annually, attached hereto and incorporated by reference into this Contract. The Program Budget (Attachment H) will be revised annually, but shall not exceed the aggregate amount over the term of the Contract.

C. Matching Contributions

1. The Contractor shall provide in-kind matching contributions for all Federal Title III funding provided under this contract at a rate of 11.11%. The exact amount will be stated on budget received with annual allocation.
2. Matching contributions must be allowable costs as determined by CDA. Allowable costs may include, but are not limited to, rent, utilities, supplies, and personnel (volunteers).
3. Uncompensated indirect expense or Contractor allocated overhead expenses may be claimed as an in-kind matching expense if such expenses were determined on the basis of an approved indirect cost rate plan.
4. Contractor shall provide a Matching Funds Narrative (Attachment I) to DAAS with the submittal of the initial budget identifying the type, rates applied and, if applicable, source/location of allowable costs to be used as matching contributions for the period of the Contract. The identified matching contributions shall be reported to DAAS by the Contractor on a monthly or quarterly basis as specified in Section V, Paragraph D.
  - a. Services of volunteers shall be valued at rates consistent with those ordinarily paid for similar work by the Contractor. If the Contractor does not have similar work, the rate shall be consistent with those in the labor market.
  - b. All other in-kind contributions shall be valued at current market value.

D. Reports

1. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data, and information requested by DAAS 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. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS 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 financial 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 when indicated:
    - 1) Monthly
      - a) Monthly Expenditure Report (Attachment J) (Request for reimbursement) form – Due to DAAS Administration, Aging Fiscal, along with all back-up documentation by the 10<sup>th</sup> working day of the month following the month of services to the address stated below:

DAAS Administration  
Attention: Aging Fiscal  
Nutrition Program Staff Analyst  
784 E. Hospitality Lane  
San Bernardino, CA 92415-0515

- 2) Annually – The following reports are due on an annual basis by no later than July 15:
  - a) Financial Close-out Report
  - b) Periodic Inventory Report
  - c) Single Audit or Financial Statement
  - d) Schedule of Expenditures of Federal Awards (SEFA)
- 3) Single Audit – If Contractor is a Single Audit entity as defined in this Contract, Contractor shall:
  - a) Communicate the Catalog of Federal Domestic Assistance (CFDA) number to the independent auditor conducting the organization's Single Audit. The CFDA number for the III C Services is 93-045 and 93.053.
  - b) Provide a copy of Contractor's Schedule of Expenditures of Federal Awards (SEFA) to DAAS on an annual basis.

- E. Under normal conditions, Contractors shall expect payment approximately sixty (60) days after submission of a correctly prepared invoice.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Upon written demonstration of need by Contractor and at the option of County, funds may be advanced to Contractor by County upon approval of the Director of DAAS. Any such advance will cause the amounts payable to Contractor in the first ten (10) months of the payment year to be reduced by the amount determined by dividing total advance by ten (10). 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.

If as a result of advanced income, the project earns interest on funds awarded by DAAS, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file.

Contractor shall expend all funds received hereunder in accordance with this Contract.

DAAS reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure determined by DAAS and/or CDA not to be in compliance with this Contract, or inappropriate to such activities, or for which there is inadequate supporting documentation presented, or for which prior approval is required but not granted.

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

- K. Contractor shall maintain accounting records to account for the funds received under the terms and conditions of this Contract separate from any other funds administered by the Contractor. Contractor shall maintain records in accordance with generally accepted accounting principles.
- L. General program income shall be used to increase the number of elderly served by a project, to facilitate access to such meals, and to provide supportive services directly related to nutrition as defined in the Scope of Work (Attachment C). General program income shall be used within the program in which it was earned.
- M. 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 fifteen (15%) 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 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.

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

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, 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. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. 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.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the 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 \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. 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.
- F. 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.

- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 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 Code of Federal Regulations (CFR) – 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.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:  
 Number 93.045                      Older Americans Title III Grants for State and Community Programs on Aging  
  
 Number 93.053                      Older Americans Act Section 311 – Nutrition Services Incentive Program

- I. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers 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 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	Lucerne Valley Senior Citizens
DUNS	931953822
FAIN	2201CAOACM-01 (Congregate Meals) 2201CAOANS-01 (Nutrition Services Incentive Program) 2101CAHDC5-00 (HDC5) Consolidated Appropriations Act, 2021 suppl. Funding, nutrition OOA Title III C-2 2101CACM6-00 (American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the OAA) 2101CAHD6-00 (American Rescue Plan (ARP) for Home Delivered Meals under Title III-C2 of the OAA)

**VII. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. 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.
- C. In the event of a non-cured 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.
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  - 2. 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

3. Withhold funds pending duration of the breach; and/or
  4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In 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.
- D. 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.

## **VIII. TERM**

This Contract is effective as of July 1, 2022 and expires June 30, 2025, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

## **IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under Section V. Paragraph A, if funds are not available to the County, and under the provisions of Section VII, Paragraph C, Item 5 of the 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 of Department Operations is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. 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.
- C. 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.

## **X. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Lucerne Valley Senior Citizens  
 PO Box 1825  
 Lucerne Valley, CA 92356

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

- B. 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:
  1. This Contract;

2. Attachments to this Contract, as indicated herein; and
  3. Price lists, SOWs, and other documents attached hereto or incorporated herein.
- C. 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.
- D. 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 any 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 to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- E. Time is of the essence in performance of this Contract and each of its provisions. 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.
- F. Contractor shall sign and return a Contractor/Vendor Confidentiality Statement (Attachment L) with this Contract to ensure Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.
- G. Contractor shall complete the Security Incident Report (Attachment M) 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 immediately upon detection. The Security Incident Report must be submitted to DAAS within five (5) business days of the date the incident was detected.
- H. Equipment – All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) which has a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of the County, unless otherwise required by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County when the Contract is terminated. Additional terms are as follows:
1. The purchase of any furniture or equipment which exceeds a single unit cost of five hundred dollars (\$500) and/or was not included in the Contractor's approved budget, shall require the prior written approval of County, and shall fulfill the provisions of the Contract which are appropriate and directly related to Contractor's services or activities under the terms of the Contract. County may refuse reimbursement for any cost resulting from such items purchased, which are incurred by Contractor, if prior written approval has not been obtained from County.
  2. Before equipment purchases made by Contractor are reimbursed by county, Contractor must submit paid vendor receipts identifying the purchase price, description of the item,

serial numbers, model number and location where equipment will be used during the term of this Contract.

3. Contractor shall submit an inventory of equipment purchased under the terms of this Contract as part of the monthly activity report for the month in which the equipment is purchased.
  4. At the termination of this Contract, Contractor shall provide a final inventory to county and shall at that time query County as to requirements, including the manner and method in returning said equipment to County. Final disposition of such equipment shall be in accordance with instructions from County.
- I. 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.
  - J. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
  - K. 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, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
  - L. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
  - M. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
  - N. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
  - O. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the

exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in San Bernardino County, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

- P. 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.
- Q. 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 and enforceability of the remaining provisions shall remain in full effect.
- R. 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 proceed herein in connection with defense obligations by Contractor for County.
- S. 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.
- T. 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.
- U. The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
  - 1. Such governmental body does not have and will not have in force any other contract for like purchases.
  - 2. Such governmental body does not have under consideration for award any other bides or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

**XI. CONCLUSION**

- A. This Contract, consisting of 29 pages and Attachments A through M, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. 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.
- D. IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

LUCERNE VALLY SENIOR CITIZENS

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

▶ \_\_\_\_\_  
Curt Hagman, Chairman, 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 Mandy Gilmore  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title Treasurer  
*(Print or Type)*

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

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

Address PO Box 1825  
Lucerne Valley, CA 92356

**FOR COUNTY USE ONLY**

<p>Approved as to Legal Form</p> <p>▶ _____ Jacqueline Carey-Wilson, Deputy County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____ Patty Steven, Contracts Manager</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ _____ Sharon Nevins, Director</p> <p>Date _____</p>
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## CLIENT COMPLAINT AND GRIEVANCE PROCEDURE

### Older Americans Act Programs

**Purpose:** To provide an orderly procedure for reviewing and resolving grievances promptly and to facilitate the resolution of grievances informally at the lowest level possible. Recipients of services provided by the Older Americans Act programs or persons authorized to act on their behalf can file a complaint against contractors, volunteers, and employees of programs administered by the local Area Agency on Aging (San Bernardino County Department of Aging and Adult Services – DAAS).

### Reference: Title 22, Article 5. Grievance Process

Note: 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.

### Complaints

May involve, but are not limited to, any or all of the following:

- Amount or duration of a service.
- Denial or discontinuance of a service
- Dissatisfaction with the service provided or with the service provider.
- 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.
- 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 that there has been a violation of any laws or regulations.

### Instructions

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

**First Level of Grievance**

The service provider (Contractor) is the first administrative level of resolution for complaints from recipients of services or persons authorized to act on their behalf. If the service is provided without a contractor and directly by DAAS, the complaint will be investigated and responded to by DAAS Administration at this level.

**Time Frame**

- Within one (1) week of alleged violation complete the grievance form and notify the contract provider.
- If possible, discuss issue with contract provider and make a good faith effort to resolve. Contractor will issue a written response no later than ten (10) business days after receipt of grievance or from date of discussion.
- 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 the Second Level.

**Second Level Grievance**

The provisions of this section shall apply to both of the following:

- When the AAA (DAAS) is the service provider and the subject of the complaint.
- When the complaint from older individuals or persons authorized to act on their behalf are dissatisfied with the contractor's response at the first level of review.

**Time Frame**

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

Note the following:

- All Complaints must be in writing and contain the information referenced in the "First Level of Grievance."
- If a complainant cannot submit a written complaint at this level, the complainant may request DAAS to verbally accept the complaint or assistance in writing out the complaint.
- If DAAS writes out the complaint, the complainant must review and sign the written complaint.

Complaints maybe hand delivered or mailed to the following address:

Department of Aging and Adult Services (DAAS)  
Attention: APS Program Deputy Director  
784 East Hospitality Lane  
San Bernardino, CA 92408-3501

Or fax to: 909-891-3940

**Second Level Grievance Processing:**

- A good faith effort will be made to resolve the complaint.
- The Deputy Director or designee will conduct an impartial investigation of the written 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 either resolve the issues at dispute, or deny the complaint with an explanation.
- If the complainant is not satisfied with the decision at this level, they may exercise their right to request an administrative hearing pursuant to Section 7406 of Title 22.

**Final Grievance Resolution**

- Any complainant dissatisfied with the results of the review conducted at the second level grievance step may appeal the decision within thirty (30) days from the receipt of their written report and request a hearing to present his/her complaint orally before an impartial hearing officer/panel.
- The 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.
- No later than forty-five (45) days from the receipt of the hearing request, a hearing will be scheduled.
- The complainant will be notified of the following:
  - The date, time, and location of the hearing.
  - The complainant's 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 chair 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 of 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.

**ATTACHMENT A**

- The proposed decision will be forwarded to either the Director of DAAS for the issuance of a final decision.
- If the complaint is against the Director of DAAS, the proposed decision will be forwarded to the Chairperson of the Governing Board for the 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.

**Civil Rights**

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

Deputy Director, Administration  
Department of Aging and Adult Services  
784 East Hospitality Lane  
San Bernardino, CA 92415-0640

**GRIEVANCE PROCEDURE CERTIFICATION**

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.

\_\_\_\_\_  
Signature of Service Recipient

\_\_\_\_\_  
Date

Grievance/Complaint Form  
Older Americans Act  
Programs

\_\_\_\_\_   
Grievant Name

\_\_\_\_\_   
Name of Service Provider

\_\_\_\_\_   
Home Address

\_\_\_\_\_   
Telephone Number

\_\_\_\_\_   
Date of Action Causing Grievance

\_\_\_\_\_   
Date of Meeting with Contract Provider

Grievance Description (Clear concise statement. Attach additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_   
Grievant Signature

\_\_\_\_\_   
Date Filed





**ASSURANCE OF COMPLIANCE STATEMENT**

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

LUCERNE VALLEY SENIOR CITIZENS  
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 7 CFR 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 (c), (h), (i), and (j); California Government Code section 4450; 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, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state 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

LUCERNE VALLEY SENIOR CITIZENS  
ORGANIZATION

**San Bernardino County**  
**Elderly Nutrition Program**  
**Scope of Work**

This Scope of Work contains the measurable objectives mandated by the Department of Aging and Adult Services (DAAS) and the California Department of Aging (CDA) and required of the Elderly Nutrition Program (ENP) Contractor. The Scope of Work specifies and establishes monthly, quarterly, and annual time frames and constitutes the primary document for ongoing monitoring and annual Program and Fiscal monitoring. It will be used to measure the Contractor's efforts toward providing quality nutrition services.

Contractor: Lucerne Valley Senior Citizens

Region: Victor Valley

Service Area: Lucerne Valley

**I. Program Description**

- A. The purpose of the ENP is to promote the general health and well-being of older individuals by reducing hunger, food insecurity, and malnutrition. It is also designed to encourage socialization to improve overall health outcomes. ENP providers procure, prepare, transport, and serve meals to eligible individuals. Providers also conduct nutrition screenings and provide nutrition education at congregate sites and/or individuals' place of residence.
- B. The goal of the ENP is to maintain or improve the physical, psychological, and social well-being of older individuals by providing or securing appropriate nutrition services and offering opportunities for socialization.
- C. Objectives of the ENP are to:
  - 1. Give preference to older individuals in greatest economic or social need with particular attention to low-income minority individuals.
  - 2. Serve meals that provide one-third (1/3) of the Dietary Reference Intakes (DRIs) and are safe and of good quality.
  - 3. Promote and maintain high food safety and sanitation standards.
  - 4. Promote good health behaviors through nutrition education and nutrition screening of participants.
  - 5. Promote or maintain coordination with other nutrition-related supportive services for older individuals.
- D. The ENP's target population are individuals who are sixty (60) years of age or older, with an emphasis on those in greatest economic and social need with particular

attention to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. The ENP shall:

1. Provide at least one (1) meal per day.
2. Serve meals at least five (5) days per week throughout the service area.
  - a. Contractor operating at a lesser frequency in a service area where such a frequency is not feasible must obtain approval by the Director of DAAS. Requests must be submitted in writing.

**II. Eligibility for Nutrition Services**

- A. Eligible service population are those who are age 60 or older with an emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals.
  1. Congregate Meals – Individuals eligible to receive a meal at a congregate nutrition site are:
    - a. Any older individual sixty (60) or older.
    - b. The spouse of any older individual.
    - c. A person with a disability, under age sixty (60), who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
  2. Volunteer Meals:
    - a. A volunteer under age sixty (60) may be offered a meal if doing so will not deprive an older individual of a meal.
    - b. A written policy for providing and accounting for volunteer meals shall be developed by the Contractor and implemented upon approval by DAAS.
  3. Home-Delivered Meals – Individuals eligible to receive a home-delivered meal are:
    - a. Individuals who are age sixty (60) and frail, as defined below, homebound by reason of illness, disability, or otherwise isolated.
      - 1) “Frail” is defined as an older individual is determined to be functionally impaired because the individual either:
        - a) Is unable to perform at least two (2) activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring and mobility, and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision.
        - b) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.
    - b. A spouse of a person in sub-section (C)(1) above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.

- c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- d. Priority shall be given to older individuals in sub-section (C)(1) above.

**III. Requirements for Nutrition Services**

**A. Congregate Meals**

- 1. Each Congregate Meal Contractor shall:
  - a. Include procedures for obtaining the views of participants about the services received.
  - b. Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.
  - c. Ensure each Congregate Meal participant completes the Client Intake Sheet (provided by DAAS) on the first day of service and annually thereafter.
  - d. Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by DAAS.
- 2. Each Congregate Meal site shall meet all of the following:
  - a. Be open to the public.
  - b. Be maintained to allow unrestricted and safe access to the meal site.
  - c. Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that ENP activities are taking place.
  - d. Have restrooms, lighting, and ventilation, which meet the requirements of the California Retail Food Code (CRFC).
  - e. Have equipment, including tables and chairs, which are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.

**B. Home-Delivered Meals**

- 1. Each Home-Delivered Meals Contractor shall:
  - a. Develop and implement criteria to assess the level of need for home-delivered nutrition services of each eligible participant.
  - b. An initial determination of eligibility may be accomplished by telephone. This initial contact with the participant shall include completion of sections 1, 2, and 3 of the Client Intake Sheet (provided by DAAS).
  - c. A written assessment shall be done in the home within two (2) weeks of beginning meal service, and shall include an assessment of the type of meal appropriate for the participant in their living environment.
  - d. An older individual eligible for receiving home-delivered meals shall be assessed for need of nutrition-related supportive services, and referred as necessary.
  - e. Re-assessment of need shall be determined quarterly. Such re-assessment shall be done in the home of the participant at least annually.

Each re-assessment shall include completion of sections 1, 2, and 3 of the Client Intake Sheet (provided by DAAS).

2. Provide written instructions, in the language of the majority of the participants, for handling and re-heating of the meals.
3. Provide home-delivered meals in pre-packaged divided trays (hot or frozen meals).
4. Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by DAAS.

**C. Nutrition Services Annual Outcomes**

1. Number of Days of Service: Meals are served at least five (5) days per week unless approved by the Director of DAAS.
2. Total Number of Meals to be served: A minimum of one (1) meal per day will be served to each eligible individual.
3. Number of Unduplicated Clients: A client is counted only once, no matter how many meals or services the client receives during a funding year. A participant who receives services throughout the year should be counted no more than one time for the purpose of reporting unduplicated client numbers.

A minimum of 95% of the total number of unduplicated clients and meals must be served. The Director of DAAS must approve requests to serve less than 95% of the total number of unduplicated clients and meals. All such requests must be in writing.

<b>Program: C-1 (Congregate Meals)</b>			
Number of Days of Service:		253	
Number of Meals:		6,300	
Number of Unduplicated Clients:		150	
Congregate Meal Site Location(s):		1	
Region	Site Name, City	Meals	Unduplicated Clients
Victor Valley	Lucerne Valley Senior Citizens, <b>Lucerne Valley</b>	6,300	150

<b>Program C-2 (Home-Delivered Meals)</b>			
Number of Days of Service:		N/A	
Number of Meals:		N/A	
Number of Unduplicated Clients:		N/A	
Home-Delivered cities to be served:		N/A	
Region	City	Meals	Unduplicated Clients
N/A	N/A	N/A	N/A

**D. Nutrition Education Services for Participants**

1. Nutrition Education shall be provided a minimum of four (4) times per year to participants in congregate and home-delivered meal programs.
  - a. Nutrition Education for congregate sites may be delivered in person or via video, audio, online or distribution of hardcopy materials. Examples include, demonstrations, presentations, social media message (includes text messages), newsletters, lectures or small group discussions, all of which may be augmented with printed materials.
  - b. Nutrition Education for home-delivered meal participants may consist solely of printed material.
2. Nutrition Education shall be based on the particular need of congregate and home-delivered meal participants.  
 An annual Needs Assessment shall be performed by the ENP Contractor to make this determination. Contractor will develop a Nutrition Education Plan based on the Needs Assessment.
3. The Nutrition Education Plan and annual Needs Assessment tabulated results must be submitted to DAAS by August 1<sup>st</sup> of the fiscal year in which it is being provided. The Contractor must keep the completed assessment and the tabulated results on file.
4. Nutrition Education sessions must be reported monthly to DAAS using the Nutrition Education Monthly Service Unit Report.

**E. Nutrition Education Annual Outcomes:**

The unit of measure for Nutrition Education is one (1) session.

<b>Program: C-1 (Congregate Meals)</b>		<b>Program: C-2 (Home-Delivered Meals)</b>	
Number of Sessions to be provided annually:	4	Number of Sessions to be provided annually:	N/A
Number of Unduplicated Clients to be served annually:	50	Number of Unduplicated Clients to be served annually:	N/A

**F. Client Satisfaction Survey**

1. The ENP Contractor shall conduct a Client Satisfaction Survey at least annually. The survey instrument will be provided by DAAS and all findings from the survey must be used to improve services. The Contractor must keep the completed surveys and the tabulated results on file. A copy of the tabulated results must be submitted to DAAS by March 3<sup>rd</sup> of the fiscal year for which it is conducted.

**II. Staffing**

**A. Manager or Director**

1. The ENP Contractor shall have a manager on staff who shall conduct the day-to-day management and administrative functions of the ENP, and either have a, b, or c:

- a. Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years' experience as a food service supervisor, or,
  - b. Demonstrate experience in food service such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian, or,
  - c. Two (2) years' experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire.
2. The ENP Contractor shall maintain documentation on file of the qualifications of the Program Manager or staff.
  3. If the Contractor has more than one site, the Manager/Director shall monitor the sites on a bi-monthly basis. The bi-monthly visit shall be for the purpose of monitoring the food service practices of the employees and the implementation of the program requirements at the site level. Documentation of each visit shall be maintained on file for DAAS review.
- B. Personnel – Paid Staff/Volunteers
1. There shall be sufficient qualified paid staff or volunteer staff with the appropriate education and experience to carry out the requirements of the ENP. The total number of staff should be based on the method and level of services provided and size of the service area.
  2. Contractor must maintain a current organization chart of all positions (paid and volunteers) that perform work under this contract.
  3. Contractor is encouraged to hire multi-lingual/multi-cultural staff to increase low-income and ethnic minority program participation in accordance with federal mandates.
  4. Contractor shall recruit for vacant positions in an open and competitive application process free of discriminatory questions. Written job descriptions for all paid and volunteer staff shall be maintained.
  5. Contractor shall complete a written work performance evaluation on all paid and volunteer staff at least annually.
  6. All staff, paid and volunteer, that will be handling food must be in possession of a current San Bernardino County Food Handlers Certification Card.
  7. Volunteers shall be recruited and used in any phase of the program operation where qualified.
  8. Volunteers shall be screened and selected through a formal process that assesses their capabilities.
  9. Volunteers shall receive the same training as paid staff.
  10. Volunteers paid through other job training programs are not considered volunteers and must be paid the agreed upon rate charged for regular paid staff.

11. The ENP Contractor shall maintain a written Volunteer Policy that describes how volunteers are recruited, screened, what topics they are taught at orientation, and how often their performance is evaluated.

**C. Registered Dietitian**

1. Each ENP Contractor shall establish and administer nutrition services with the advice of a Registered Dietitian in accordance with Section 339 of the OAA, and follow the general requirements in Title 22, Division 1.8, Chapter 4, Article 5.
2. The Registered Dietitian will provide the following activities to meet the mandated requirements:
  - a. At a minimum, quarterly monitor for safe food handling and sanitation practices of food facilities.
  - b. Review and approve the content of staff training prior to presentation.
  - c. Develop, or review and approve the cycle menus.
  - d. Approve any food substitutions to meals originally approved.
  - e. Provide input, review, and approve the Nutrition Education Plan prior to presentation.
  - f. Provide technical support and assistance as needed.

**III. Staff Training Activities:**

- A. A yearly written Staff Training Plan shall be developed, implemented, and maintained on file by the ENP Contractor, as required in Title 22, Division 1.8, Chapter 4, Article 5.
- B. The Contractor's Registered Dietitian shall review and approve the content of the Plan prior to presentation.
- C. The Staff Training Plan must identify who is to be trained, who will conduct the training, content of the training, and when it is scheduled.
- D. A copy of the Staff Training Plan that has been approved by the Contractor's Registered Dietitian must be submitted to DAAS by August 1<sup>st</sup> of the fiscal year in which it is provided. The DAAS Registered Dietitian will review and approve the Staff Training Plan and return it to the Contractor. The DAAS approved Staff Training Plan must be kept on file.
- E. A minimum of four (4) hours of staff training shall be provided annually for paid and volunteer food service staff, including congregate and home-delivered meal staff.
- F. Training sessions shall be evaluated by those receiving the training. The Contractor must keep the evaluations on file for DAAS review.
- G. The ENP Contractor shall maintain documentation of each training session on file. Documentation includes, but is not limited to, sign-in sheets, agendas, handouts, and completed evaluations.
- H. All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training, at a minimum, shall include:
  1. Food safety, prevention of food borne illness, and HACCP principles.
  2. Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.

3. Elder Abuse Law and reporting procedures.
4. CDA Security Awareness Training (annually).

#### IV. Complaint Procedures

- A. Each Contractor shall have a written Complaint Procedure posted in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
- B. The Complaint Procedure will be available for the participants and will provide them the opportunity to provide positive as well as negative feedback to the Program Manager.
- C. The Contractor shall have an assessment tool readily accessible for the seniors attending the congregate site or receiving a home-delivered meal.

#### V. Menu Planning Guidelines/Menu Requirements

- A. Contractor is responsible for ensuring that all meals comply with the most recent Dietary Guidelines for Americans as mandated by the Older Americans Act Section 339(2)(A)(i).
- B. A minimum of a four (4) week cycle shall be planned and submitted to the DAAS Registered Dietician.
- C. Menu cycles shall include the availability of seasonal foods.
- D. Health, cultural, ethnic, and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.

The menu cycle shall be approved and signed by the Contractor's Registered Dietitian and upon approval forwarded to the DAAS Registered Dietitian for certification. Menus shall be submitted to the DAAS Registered Dietitian forty-five (45) days prior to the beginning of the quarter containing the menu start date. Menu start dates are July, October, January and April. Allow thirty (30) days for the menu certification process. Menus submitted in a timely manner will be returned to the Contractor at least fifteen (15) days prior to the menu start date. ENP Contractors are required to have menus certified prior to the menu start date.

- E. A copy of the certified menu must be posted in a spot conspicuous to clients at each congregate site.
- F. Copies of the menus shall be made available to the participants upon request.
  1. When planning the menus, the current California Food Guide and the Dietary Guidelines for Americans (DGA) must be considered. The criteria below are based on the sources mentioned, such as the most current DRIs and the USDA Food Guide, as well as the most recent CDA Program Memo and other guidance published by the CDA. Menus shall conform to these criteria and any updates issued by CDA. Provide a minimum of 550 calories per meal.
  2. Limit total fat to no more than 25-30% of the calories averaged for the week.
  3. Choose and prepare foods with low amounts of salt, soy sauce, and other high sodium items.

4. Include good sources of dietary fiber such as cooked dry beans at least four times a week and whole grains at least twice a week or 40% of meals per menu cycle if open fewer than five (5) days per week.
5. Include a variety of foods and preparation methods with consideration to color, combinations, texture, size, shape, taste, and preference of the participants served.
6. Dietary Reference Intake Values - Example:

Table 1 below represents the most current DRI values and daily compliance range for target nutrients. The values provided are based on the USDA Food Guide calculated for one (1) meal for a woman over seventy (70) years of age whose activity level is sedentary. This example represents a majority of the older adult population served by the ENP statewide.

- a) The nutrients selected for this table are based on the target nutrients to:
  - 1) Promote health and prevent disease.
  - 2) Prevent deficiencies.
  - 3) Indicate diet quality.
  - 4) Manage disease.

Table 1

Target Nutrients

Nutrient	Target Value *	Daily Compliance Range
Calories (Kcal)	>550 Kcal	>550 – 700 Kcal
Protein	15 gm	14 gm (in the entrée)
Fat (% of total calories)	20-35%	<35% weekly average
Trans Fat	<0.5g	CRFC CH 12.6 section 114377. **
Vitamin A (ug)	233 RAE	> 233 RAE 3 out of 5 days /wk or 4 out of 7 days/wk
Vitamin C (mg)	25 mg	25 mg
Vitamin B6 (mg)	0.5 mg	>0.5 mg
Vitamin B12 (ug) **	0.8 ug	0.8 ug **
Calcium (mg)	400 mg	>400 mg
Magnesium (mg)	105 mg	>105 mg
Sodium (mg)	500-750 mg	<1,000 mg
Fiber (gm)	>7 gm	>7 gm (may average over a week based on AL value)

Potassium (gm) **	1565 mg	1565 mg (may average over a week based on AL value)
Vitamin D	200 IU	200 IU/3ug (may average over a week)

\*Note: It is necessary to use fortified foods to meet vitamin B12 needs.

\*\*California Retail Food Code: Commencing January 1, 2011, no food containing artificial trans-fat, including oil and shortening that contains artificial trans-fat for use in the deep frying of yeast dough or cake batter may be stored, distributed, served by or used in the preparation of any food within a food facility.

Recommended sodium content was liberalized based on the information from the 2009 National Survey of OAA participants. Data indicated that the ENP meal provides 40-50 percent of the participant’s daily intake for the more than half of the participants. Identify meals containing over 1,000 mg of sodium on the menu with an icon or asterisk referencing high sodium content.

G. Retinol Activity Equivalent (RAE)

Component Meal Pattern Requirements:

1. The California 1600-calorie component meal pattern has been developed to reflect the new DGA requirements for those programs that are not using computerized nutrient analysis.
2. The ENP Contractor has the discretion to allow occasional flexibility in planning meals that may not meet the meal pattern, but does meet the nutrient value requirements. Fortified food products and combination dishes used in a menu may not match the meal pattern, but may provide for the required nutrient values. For example, a fortified snack bar as a dessert could be used to boost the nutrient value of a boxed lunch or special occasion meal.
3. Items that provide the following target nutrients should be identified on the menu when using a component meal pattern template:
  - a. Vitamin C – Provide one-third (1/3) of the DRI for vitamin C each meal – 25 mg (for a 1600-calorie menu).
  - b. Vitamin A – Provide one-third (1/3) of the DRI for vitamin A at least three (3) times per week, 250 µg (for a 1600-calorie menu).
  - c. Sodium – Meals that contain over 1,000 mg of sodium must be noted on the menu as a high sodium meal.
  - d. Fiber – Provide seven grams of fiber per meal. Programs may choose to average fiber content over a week.
4. Table 2 below provides an example of the elements in the California 1600-calorie meal pattern. Serving sizes are based on the USDA My Plate initiative (<https://www.myplate.gov>), which replaced the Food Guide Pyramid. This sample component meal pattern does not assure that meals meet one-third (1/3) of the DRIs and the DGA. Meals will require specific types of fruits and vegetables, whole grains, and high fiber foods in order to assure the target nutrients are provided. The component meal pattern may be deficient in vitamins

E, B12, requiring additional nutrition education for participants on the selection of foods that are good sources of these nutrients.

The meal pattern in Table two (2) below is based on the minimum requirements for a sedentary female 70 years of age. If the majority of the population served by a Contractor falls within another requirement range (i.e., active 60 year old men), the serving sizes and minimum number of servings required can be adjusted to meet the service population. ENP Contractors should verify the population served and develop menu criteria accordingly.

Table 2

California 1600 Calorie per Day Component Meal Pattern

Minimum Recommended Elements

<b>Food Group</b>	<b>Required servings for 550 calories per meal</b>	<b>Serving sizes for 1600 calorie level</b>
Lean meat or beans	1 serving 2 ounces per meal	2 ounces = 1 serving
Vegetable	1 – 2 servings	½ cup = 1 serving
Fruit	1 serving	½ cup = 1 serving
Bread or Grain At least ½ whole grain	1 – 2 servings	1 slice Bread = 1 serving ½ cup of rice or pasta = 1 serving
Low-fat milk or milk alternate	1 serving	1 cup or equivalent measure
Fat	Optional	
Dessert	Optional - limit sweets use fruit	Select foods high in fiber and low in fat and sugar

(1) The number of servings per meal estimates provision of one-third of the DRIs.

(2) Caloric value (1,600 Kcal/day) based on a 70 year-old female, “sedentary” physical activity level using Table 3 - Estimated Caloric Requirements in Each Gender and Age Group at Three Levels of Physical Activity, from the DGA 2010.

\*\*Oils and soft margarines include vegetable, nut and fish oils, and soft vegetable oil spreads that have no trans-fats.

H. Meal Components – required for both computerized and component menus

1. Protein – meat, fish, poultry, legumes, eggs, and cheese:
  - a. A minimum of 2.0 ounces of cooked, edible portions of meat, fish, poultry, legumes, eggs, cheese, (or a combination thereof) providing at least 14 grams of protein. Programs should consider the preferences of the participants they serve.
  - b. Legumes should not be counted as both vegetable and protein. ENP Contractors may use other protein sources to provide the occasional vegetarian meal.
2. Vegetables (1-2 ½ cup servings):
  - a. Vegetables as a primary ingredient in soups, stews, casseroles, or other combination dishes should total ½ cup per serving.
  - b. Raw leafy vegetables (salads) should equal 1 cup if they are to be considered a serving.
3. Fruit (1 serving):
  - a. A serving of fruit equals:
    - a. 1 medium sized whole fruit.
    - b. ½ cup fresh, chopped, cooked, frozen, or canned drained fruit.
    - c. ½ cup 100% fruit juice.
  - b. Fresh, frozen, or canned fruit should be packed in juice, light syrup, or without sugar. Fruit packed in high sugar content syrup may be rinsed before using.
4. Breads/Grains (1 ounce equivalent serving):

One-half of the daily intake of grains should be from whole grains. Grains that are processed (not whole) must be fortified. Fifty-fifty mixtures of white and brown rice meet the requirement for whole grain and have demonstrated acceptance amount ENP participants. For variety, consider serving other grains such as corn, millet, oats, or quinoa.
5. Milk (8 fl. oz.):

Each meal shall contain eight (8) fluid ounces of fortified skim, low fat, or buttermilk. If religious preference precludes the acceptance of milk with the meal, it may be omitted from the menu (however, an equivalent substitute must be used).
6. Fat (Optional):
  - a. Replace solid fats with plant based oils to improve diet quality without added calories.
  - b. Choose plant based oils which have a high percentage of beneficial monosaturated and polyunsaturated fatty acids.
  - c. The DGAs encourage using oils as they contribute essential fatty acids to the diet. No food containing artificial trans-fat may be stored, distributed, served, or used in the preparation of any food within a food facility [CRFC114377].

- d. Limit the consumption of solid fats. Solid fats are those that are solid at room temperature and have a high concentration of trans and saturated fats. Common sources of solid fats include butter, beef, chicken, port, stick margarine, and shortening.
7. Dessert (Optional):
- a. Dessert may be provided as an option to satisfy the caloric requirements or for additional nutrients. Use fruit as a dessert as often as possible and limit sweets. The fruit, grains, and dairy products served as dessert can count towards the fruit, grain, or dairy requirements. Desserts that are low in fat and/or low in sugar are encouraged.
  - b. When a dessert contains  $\frac{1}{2}$  cup of fruit per serving, it may be counted as a serving of fruit.
  - c. When a dessert contains the equivalent of 1 serving (1 ounce) starches/grains per serving, it may be counted as a serving of starches/grains (example: rice pudding or oatmeal cookie).
  - d. When a dessert contains the equivalent of  $\frac{1}{2}$  cup of milk per serving, it may be counted as  $\frac{1}{2}$  serving of milk.
8. Condiments and Product Substitutes:
- a. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided, but should not be counted as fulfilling any part of the nutritive requirements.
  - b. Condiments such as salad dressings, ketchup, soy sauce, mustard, and mayonnaise do not need to be counted in a menu analysis if they are served “on the side” and are not combined with the food.
9. Sodium:
- a. The DGAs encourage reducing daily sodium intake to 1,500 mg per day for persons aged 51 or older, African Americans, persons who have hypertension, diabetes, or chronic kidney disease.
  - b. The target value for sodium is 500 mg per meal. The acceptable range is 500 - 750 mg per meal. However, the ENP meal provides 40-50 percent of the nutrient intake for the day for more than half of its participants. This fact provided the basis for establishing an acceptable ENP sodium range that is slightly higher than the DGAs recommends.
  - c. A potassium rich diet blunts the effect of sodium on blood pressure. Research suggests that the general population does not consume sufficient amounts of potassium and would benefit from increasing potassium intake from foods.
  - d. Menu planners should take steps to reduce the levels of sodium in meals over time, including the following:
    - e. Focus on a stepwise reduction of sodium over time.
    - f. Set a goal to reduce sodium content of meals each year. For example:
    - g. The local ENP will reduce the sodium level of the meals by five percent (5%) over this Fiscal Year.

- h. The ENP will provide not more than two high sodium meals per month.
- i. Maintain documentation of the reduction of sodium content of meals.
- j. Place potassium rich foods on the menu consistently.
- k. Provide nutrition education on the health impacts of high sodium intake on older adults.
- l. Prepare foods without adding salt in the cooking process.
- m. Use herbal seasoning to replace salt.
- n. Avoid potassium chloride salt substitutes. Individuals should only use these products under the supervision of a healthcare professional.
- o. Encourage using oil and vinegar as the preferred salad dressing. Provide at least one low-sodium salad dressing option.
- p. Use an icon, such as a saltshaker, to identify a high sodium meal or clearly state on the menu that this meal contains more than 1,000 mg of sodium. ENPs should establish policies and procedures for purchasing healthful foods that incorporate the DGAs' sodium recommendations.

ENPs can participate in transforming the food service industry by creating a demand for products that are lower in sodium and working with food purveyors to purchase lower sodium foods. Responsibility to reduce the amount of sodium in the diet of all Americans falls on both the food industry and consumers.

#### 10. Meal Component/Nutrient Analysis

A meal component/nutrient analysis of the entire menu cycle conducted and/or approved by a Registered Dietitian shall be done to ensure compliance with Title 22, Division 1.8, Chapter 4, Article 5.

#### 11. Computerized Nutrient Analysis Requirements

- a. Although not required, use of computerized nutrient analysis is strongly recommended and will help ensure and verify the nutritional adequacy of meals. The goal of assessing nutrient intakes of groups is to determine the prevalence of inadequate or excessive nutrient intakes within a particular group of individuals. While meal patterns serve as a basic framework for menu planning, Contractors are encouraged to use computerized nutrient analysis because it provides specific information on nutrients the menu may not be providing. The information that a menu is not supplying all of the desired nutrients will guide the development of future menus. As required menu elements are expanded, it is more difficult to meet all of the requirements on a daily basis. ENP Contractors should focus on:
  - 1) Vitamin A.
  - 2) Vitamin C.
  - 3) Protein.
  - 4) Fat.
  - 5) Sodium.
  - 6) Fiber.

- b. Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions and nutrition education.
- c. The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, B12, calcium, chromium, copper, iron, magnesium, sodium, and zinc. In addition to meeting one-third of the DRIs, the menus should also follow the DGA.

**IX. Food Procurement**

- A. Food procurement procedures shall comply with Title 22, California Retail Food Code (CRFC) standards, and HACCP best practices guidelines.
- B. All food shall be of good quality and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety.
- C. To the extent possible, Contractors are encouraged to participate in group food purchasing.
- D. A comparative cost analysis shall be performed either by the ENP Contractor or its group purchasing organization on an on-going basis to obtain the highest quality food for the lowest price available.

**X. Food Storage**

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

**XI. Food Production**

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

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

9. The Contractor shall have a sign posted in the congregate site stating, "Food removed from the congregate site is at your own risk."

**XII. Food Service Requirements**

- A. The ENP Contractor shall ensure that the following forms are available, completed daily, and maintained at each nutrition site for a minimum of 12 months:
  1. Food Temperature Log – one should be maintained for congregate meals, home-delivered meals dispatched from that site, and one for foods chilled and/or frozen for individual meals, if applicable
  2. Cleaning Schedule
  3. Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
  4. Production Schedule – applicable only if food is cooked at the site.
  5. The current Environmental Health inspection shall be available at the site for review.
  6. Staff and volunteers who are handling food shall possess a current food handlers' card that shall be available for review.

**XIII. Program Requirements**

- A. Client Intake Sheets / Nutrition Screening
  1. The ENP Contractor will ensure that each participant completes the Client Intake Sheet form (provided by DAAS) to determine his or her level of nutritional risk. Forms shall be completed for:
    - 1) Congregate Meal Participants – at the beginning of service and then annually thereafter for clients who remain on the program. Bold and asterisked fields are required for congregate meals.
    - b. Home-Delivered Participants – at the beginning of service and then quarterly thereafter for clients who remain on the program.
      - 1) Sections 1, 2, and 3 are required for home-delivered meals.
  2. ENP Contractors are required to enter the client data into the client records management system timely but no later than the tenth (10<sup>th</sup>) business day following the month in which the intake was completed.
- B. Outreach/Marketing Activities:
  1. ENP Contractors are required to provide outreach in the community through community organizations and other groups. All outreach and marketing activities shall be documented and kept on file for the annual monitoring visit conducted by DAAS.
  2. ENP Contractors shall develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving the minority communities.
  3. All marketing materials must be submitted to the DAAS Program Analyst at least four (4) weeks prior to disseminating and posting for review and approval.
- C. Emergency Procedures:
  1. ENP Contractors shall have a written Emergency/Disaster Plan.

2. Each nutrition site shall have an evacuation plan posted identifying the emergency exits and assembly areas.
3. Staff must be knowledgeable of emergency procedures.
4. Where feasible and appropriate, ENP Contractors shall make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C., Chapter 68, Section 5122 (2). Such arrangements shall be included in the Emergency/Disaster Plan.

**D. Donations and Confidentiality:**

1. An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal
2. The ENP Contractor shall develop a suggested contribution/donation amount. When developing this contribution/donation amount, the income ranges of the older individuals in the community and the Contractor's other sources of income shall be considered.
3. A sign indicating the suggested contribution for eligible individuals and the fee for guests shall be posted near the contribution container at each congregate meal site. A guest fee shall cover all meal costs.
4. No eligible individual shall be denied participation because of failure or inability to contribute. The Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.
5. The ENP Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft (i.e., Contribution/Donation Procedures). Such procedures shall be kept on file for DAAS review.
6. All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.

**E. "No Soliciting" Sign:**

The ENP Contractor shall ensure that a "No Soliciting" sign is posted on the door leading to the congregate nutrition site. No soliciting of any kind is permitted on the premises during the lunch hours for services or goods promoted by businesses.

**F. Coordination:**

1. If applicable, develop a fair and equitable policy and procedure for referring participants to the appropriate transportation Contractor for securing public transportation to and from nutrition sites and have the policy available for review by DAAS.
2. Include the following statement on all advertising, brochures, poster, etc.:  
"Funding for this service has been provided by the San Bernardino County Department of Aging and Adult Services through a grant award from the California Department of Aging."
3. Coordinate service with other County departments and local agencies by providing time for presentations or special activities that promote a community based system of care for the participants attending nutrition sites.

**G. Reporting:**

## ATTACHMENT C

1. All fiscal and program data must be reported monthly. Request for Reimbursement, i.e., invoice, is due to DAAS by the 10<sup>th</sup> business day of the month following the month of service. Client and service data must be available for review in the client records management system before payment can be approved. DAAS will provide training as needed.
  2. The Contractor shall maintain support files including, but not limited to, invoices, payroll, Client Intake Sheets, and any other supporting documents to substantiate monthly reports.
  3. ENP Contractors are required to report all known or suspected cases of elder abuse to DAAS Adult Protective Service or law enforcement immediately by telephone. A written report must be sent within two (2) working days. Abuse of an elder or dependent adult means physical abuse, neglect, intimidation, cruel punishment, fiduciary abuse, abandonment, isolation, or other treatment resulting in physical harm or pain or mental suffering or the deprivation by a care custodian of goods or services, which are necessary to avoid physical harm or mental suffering.
  4. Maintain records, by month, that support claimed in-kind expenditures.
  5. Report expenditures funded with Deferred Income by September 30<sup>th</sup> of the FY in which it is being claimed.
  6. Develop and have on hand for review by DAAS a cost allocation plan which explains the methods used to allocate costs between congregate and home-delivered meals or any other program funded by DAAS.
  7. In the event additional funds become available, the Contractor will use the funds to increase the number of meals being provided to participants by either increasing the number of individuals attending its present sites, or by opening new sites in communities not already served by the Contractor. Exceptions to this requirement must be fully documented in writing and submitted to the Director of DAAS for prior approval.
- H. Disposal of Equipment:
1. If the Contractor wishes to dispose of equipment purchased with Nutrition grant funding, they must submit a request, in writing, to DAAS. The request shall state the equipment description, the location of the equipment, and the reason for disposal.
  2. Contractor shall submit a list of equipment purchased with grant funding by location.
- I. Mandatory Meetings
1. Contractor is required to attend all Nutrition Contractor meetings hosted by DAAS.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p><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</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p><b>Lucerne Valley Senior Citizens</b>  <b>PO Box 1825</b>  <b>Lucerne Valley, CA 92356</b> Tier _____, <i>if known:</i></p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p> <p>California Department of Aging  2880 Gateway Oaks Drive, Suite 200  Sacramento, CA 95883</p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable:</i> _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)  <i>(last name, first name, MI)</i></p>	
<p><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		
<p><b>11. Amount of Payment (check all that apply):</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b></p> <p><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		
<p><b>15. Continuation Sheet(s) SF-LLLA attached:</b>      <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>16.</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 reported to the Congress semi-annually and 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.</p>	<p>Signature: _____  Print Name: <u>Mandy Gllmore</u>  Title: <u>Treasurer</u>  Telephone No.: <u>760-900-2870</u>  Date: _____</p>	
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction  Standard Form LLL (Rev. 7-97)</p>

## 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. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. 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 follow up 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 entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. 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 30 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.

**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

<b>SECTION I: CONTRACTOR INFORMATION</b>			
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:
<b>SECTION II: DAAS INFORMATION</b>			
<b>Contract Mailing Address:</b>		<b>Contracts Unit:</b>	
San Bernardino County Department of Aging and Adult Services Contracts Unit 784 E. Hospitality Lane San Bernardino, CA 92415-0920		<i>Unit Fax #: 909-891-9150</i>	

## COMMUNITY FOCAL POINTS LIST

<b>Name</b>	<b>Address</b>	<b>City/Community</b>	<b>Phone</b>
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

**ATTACHMENT F**

<b>Name</b>	<b>Address</b>	<b>City/Community</b>	<b>Phone</b>
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

Payments, Budgets, Closeout, and Audits

July 1, 2022 through June 30, 2025

**I. FUNDS**

**A. Expenditure of Funds**

1. Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources' 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 agreements from funds other than those provided pursuant to this Agreement.
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 Agreement.
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 Agreement, 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 Agreement. 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 by DAAS.
4. **Financial Management Systems**  
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):
  - a. Financial Reporting
  - b. Accounting Records
  - c. Internal Control

- d. Budgetary Control
- e. Allowable Costs
- f. Source Documentation
- g. Cash Management

C. Unexpended Funds

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

D. Availability of Funds

1. It is understood by the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the 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 Agreement
    - 2) Amend the agreement 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.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted below).
3. Program Income must be spent before contract funds and may 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 Agreement.

7. Program Income must be used to expand baseline services.

**F. One Time Only (OTO) Funds:**

OTO funds shall be only be used for the following purposes:

1. The purchase of equipment that enhances the delivery of services to the eligible service population. Home and community-based projects that are approved by County in advance.
2. Innovative pilot projects that are approved in advance by County, and are designed for the development of a comprehensive and coordinated system of care as defined in [45 CFR 1321.53(a) & (b).
3. OTO funds may be used to maintain or increase baseline services; however, it is understood by the parties that such use of OTO funds creates no expectation of service delivery beyond the current contract period.

**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. Only allowable costs as established by Office of Management and Budget (OMB) cost principles may be reported as matching contributions.
3. 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 that is incorporated by reference into this Agreement. The Contractor shall not be entitled to payment for expenses related to this Agreement until the budget has been reviewed and approved by the 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 requested changes.

For the purposes of this section,

- a. “Service Category” shall be defined as that classification of activities defined in the Older Americans Act (OAA) that is specific to each OAA funded grant program; and
- b. “Service” shall be defined as the activities that are defined within a Service Category.

Examples of Service Categories include Supportive Services, Congregate and Home-delivered Nutrition Services, Disease Prevention/Health Promotion Services, and Family Caregiver or Grandparent Support Services. Examples of services include nutrition education, transportation, information assistance, senior center staffing, respite care, access assistance, and supplemental services.

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.

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 (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 involve the transfer of funds between Service Category.
  - d. When otherwise requested by the 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 to a budget revision is March 30 of the contract period unless otherwise specified by the County.
- I. Indirect Costs
  1. Indirect costs are those that 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 (10) percent of Contractor's direct costs, excluding in-kind contributions and non-expendable equipment. Indirect costs exceeding the ten (10) percent maximum may be budgeted as cash match and be used to meet the minimum matching contribution requirements.
  4. Contractor agrees to include the above requirement in all contracts it enters into with subcontractors or vendors to provide services pursuant to this agreement.
  5. Reimbursement for indirect costs shall be on the basis of an indirect cost rate plan documenting the methodology used to determine the indirect cost rate, which shall be submitted by Contractor to the Federal government for approval. After Federal approval the plan will be submitted to DAAS and be approved by DAAS.
- J. Financial Closeout
  1. Contractor shall submit a final statement of expenditures and income (Financial Closeout – Attachment G) to County within thirty 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, Paragraph A, Fiscal Provisions of this Contract .

**K. Subcontracts or Vendor Agreements**

1. Without the prior written consent of the Director of DAAS or his/her designee through the HS Contracts Unit, 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 agreements, Memoranda, and/or Letters of Understanding shall be on file with the Contractor and shall be made available to DAAS upon request.
6. Contractor shall monitor the insurance requirements of its subcontractors and/or vendors.
7. 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.
8. Contractor shall monitor the budget, expenditures, and performance of its subcontractors and/or vendors.
9. Contractors shall provide support and technical assistance to subcontractors and respond in writing to all written request for direction, guidance, and interpretation of instructions to include client and service data.

**L. Audits**

1. Contractors that expend \$750,000 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 months after the audit period, whichever occurs first, unless a longer period is agreed to in advance by the recognized or oversight federal agency.
3. Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced herein. In addition, should contractor's SEFA totals be reported on the basis of a fiscal year period other than County's fiscal year (July 1 through June 30), a supplemental schedule shall be provided that reconciles Contractor's reported expenditures to County fiscal year periods.

4. For state contracts that do not have CFDA numbers, Contractor shall ensure that State-funded expenditures are discretely 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 CFDA number are to be considered as an “Other Cluster” for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit as well to each of Contractor’s sub-recipients.
6. The Federal Grantor 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 III-B).
93.045	Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III-C)
93.052	National Family Caregiver Support – Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

7. The Federal Grantor for the following program is the U.S Centers for Medicare and Medicaid Services:

93.779	State Health Insurance Assistance Program (HICAP)
93.071	MIPPA: MSP, LIS & Prescription Drug Enrollment Assistance through the Aging Network, SHIP, and ADRCs
93.626	SHIP Options Counseling for Medicare/Medicaid (FA)

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

93.071	MIPPA: Priority Area 2 AAAs
--------	-----------------------------

9. 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 sub recipients 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 sub-recipients 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).

10. 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.
11. Contractor shall ensure that subcontractor single audit reports for Contractor meet [2 CFR Part 200, Subpart F Audit Requirements] [formerly 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 months after the end of the audit period, whichever occurs first.
  - b. Properly procured – Use procurement standards provided for in 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 agreements; and the schedule of findings and questioned costs.
  - e. Performed in accordance with provisions applicable to this program as identified in [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133 Compliance Supplement].
12. Requirements identified in the provision above shall be included by Contractor in all subcontracts.
13. 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 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 \$750,000 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.

ATTACHMENT H

COUNTY OF SAN BERNARDINO NUTRITION SERVICES  
CONGREGATE/HOME DELIVERED MEAL PROGRAM BUDGET

Provider: Lucerne

Fiscal Year/Period: 2022-23

Orig  Amend

Match Requirements: \$ 7,583.52

Service	C-1 Meals		C-1 Nutrition Education		C-2 Meals		C-2 Nutrition Education		Total
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	
Meal count	8,400								
Expenditure Category:	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Total
1 Personnel	\$ 22,000	\$ 20,000							\$ 42,000
2 Staff Travel & Training	\$ 3,000								\$ 3,000
3 Equipment	\$ 4,500								\$ 4,500
4 Non-Inventoriable Equipment									\$ -
5 Consultants	\$ 4,500								\$ 4,500
6 Catered Food									\$ -
7 Raw Food	\$ 21,500								\$ 21,500
8 Other Expenses:									
a Supplies	\$ 4,200								\$ 4,200
b Insurance	\$ 2,500								\$ 2,500
c Repair & Maintenance	\$ 7,000								\$ 7,000
d Rent/Building Space									\$ -
e Utilities	\$ 9,514								\$ 9,514
f Vehicle Operations									\$ -
g Miscellaneous	\$ 2,500								\$ 2,500
9 Indirect Cost	\$ 4,500								\$ 4,500
Total Expenditures (add lines 1-9)	\$ 85,714	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,714

Revenue Sources:	Cash	In-Kind							Total
Federal Funds	\$ 40,691								\$ 40,691
Federal Funds (ARR)	\$ 16,158								\$ 16,158
State Funds	\$ 17,113								\$ 17,113
NSIP	\$ 5,842								\$ 5,842
County Funds									\$ -
Program Income	\$ 6,000								\$ 6,000
Matching Cash									\$ -
Matching In-Kind		\$ 10,000							\$ 10,000
Non-Match Cash									\$ -
Non-Match In-Kind									\$ -
Total Revenue	\$ 85,714	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,714

Submitted by:

Mandy Gilmore  
Printed Name

DWAS Approval:

Jeffrey Young  
Printed Name

Mandy Gilmore  
Signature

5-5-22  
Date

Jeffrey Young  
Signature

5/18/22  
Date

- 2201CAOACM-01 (Congregate Meals)
- 2201CADAHD-01 (Home-Delivered Meals)
- 2201CADANS-01 (Nutrition Services Incentive Program)
- 2101CAHDG5-00 (HDC5) Consolidated Appropriations Act, 2021 suppl. Funding, nutrition ODA Title III C-2
- 2101CACME-00 (American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the OAA)
- 2101CAHD6-00 (American Rescue Plan (ARP) for Home Delivered Meals under Title III-C2 of the OAA)













Monthly Expenditure Report

MONTHLY NUTRITION PROGRAM EXPENDITURE REPORT/REQUEST FOR REIMBURSEMENT			
(due on the 10th working day of the following month)			
		FY 2022-2023	
COUNTY OF SAN BERNARDINO		CONTRACTOR NAME AND ADDRESS:	
DEPARTMENT OF AGING & ADULT SERVICES			
CFDA: 93.045	Service Month:		
CONGREGATE SITES C 1 <input type="checkbox"/>		HOME DELIVERED MEALS C 2 <input type="checkbox"/>	
		Number of meals served:	
	A	B	C
Expenditures	COST TO PROVIDER		TOTAL MONTHLY EXPENSE
	CASH	IN-KIND	
Personnel	\$ -	\$ -	\$ -
Staff Travel and Training	\$ -	\$ -	\$ -
Equipment (including One-Time-Only purchases)	\$ -	\$ -	\$ -
Non-inventoriable Equipment	\$ -	\$ -	\$ -
Consultants	\$ -	\$ -	\$ -
Catered Food	\$ -	\$ -	\$ -
Raw Food	\$ -	\$ -	\$ -
Other Expenses			
a. Consumable Supplies	\$ -	\$ -	\$ -
b. Insurance	\$ -	\$ -	\$ -
c. Repair & Maintenance	\$ -	\$ -	\$ -
d. Rent/Building Space	\$ -	\$ -	\$ -
e. Utilities	\$ -	\$ -	\$ -
f. Vehicle Operations	\$ -	\$ -	\$ -
g. Miscellaneous	\$ -	\$ -	\$ -
Nutrition Education	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	\$ -	\$ -	\$ -
	D	E	F
Deductions from Expenditures	CASH	IN-KIND	TOTAL DEDUCTIONS:
Program Income (income not from DAAS)	\$ -		\$ -
Deferred Income	\$ -		\$ -
Matching Cash	\$ -		\$ -
Matching In-Kind		\$ -	\$ -
Non-Match Cash	\$ -		\$ -
Non-Match In-Kind		\$ -	\$ -
<b>Total Deductions</b>	\$ -	\$ -	\$ -
<b>Request For Reimbursement (Expenditures minus Reimbursements)</b>			C-F
			\$ -
<b>(For DAAS use only)</b>		<b>PROGRAM FUNDING:</b>	
Inv #		Request for	\$ -
Inv Date		Less Advance	\$ -
Vendor Code		Total Reimbursement	\$ -
Please Pag		Int Order	3000031
Please Pag		Int Order	3000029
Please Pag		Int Order	
Please Pag		Int Order	
		<b>TOTAL REIMBURSEMENT</b>	
Approved by:		Date	

Page 1

**DEFINITIONS**

COUNTY OF SAN BERNARDINO

DEPARTMENT OF AGING AND ADULT SERVICES

**Title III - C**

<b>Program Income:</b>	The revenue generated by receiving donations from clients when they consume meals.
<b>Deferred Income:</b>	Enter revenue deferred from prior year.
<b>Cash Match:</b>	Cash, other than program income, contributed to the project from local or State funds. With the exception of Community Development Block Grant (CDBG) funds, Federal funds cannot be used as cash match. Costs borne by the Contractor and cash contributions from any and all third-parties such as company/private donations, or payments made by from the contractor's general fund can be considered cash match. Funds received by the contractor as Program Income can not be counted as cash match.
<b>In-Kind:</b>	Contributions other than cash made to the program by third-parties; e.g. volunteered time or donated building space.
<b>Request for Reimbursement:</b>	Requested Reimbursement for this month.

(due on the 10th working day of the following month)						
CONGREGATE SITES C 1 <input checked="" type="checkbox"/>		HOME DELIVERED MEALS C 2 <input type="checkbox"/>				
		A	+	B	=	C
EXPENDITURES:		COST TO PROVIDER		TOTAL MONTHLY		
		CASH	IN-KIND			
1.	Personnel	\$ 10,000.00	\$ 2,000.00	\$ 12,000.00		
2.	Staff Travel and Training	\$ 100.00		100.00		
3.	Equipment (including One-Time-Only purchases)			-		
4.	Consultants	\$ 100.00		100.00		
5.	Catered Food	\$ 4,000.00		4,000.00		
6.	Raw Food			-		
7.	Other Expenses					
	a. Consumable Supplies	\$ 800.00		800.00		
	b. Insurance	\$ 600.00		600.00		
	c. Repair & Maintenance			-		
	d. Rent/Building Space	\$ 600.00		600.00		
	e. Utilities	\$ 200.00		200.00		
	f. Vehicle Operations			-		
	g. Miscellaneous	\$ 100.00		100.00		
8.	Indirect Costs			-		
9.	<b>Total Expenditures (add lines 1-8)</b>	<b>\$ 16,500.00</b>	<b>\$ 2,000.00</b>	<b>\$ 18,500.00</b>		
		D	+	E	=	F
DEDUCTIONS FROM EXPENDITURES:		CASH	IN-KIND	TOTAL DEDUCTIONS:		
10.	Program Income (income not from DAAS)	\$ 300.00		300		
11.	Deferred Income			0		
12.	Matching Cash			0		
13.	Matching In-Kind		2,000	2,000		
14.	Non-Match Cash			0		
15.	Non-Match In-Kind			0		
16.	<b>Total Deductions (add lines 10-15)</b>	<b>\$ 300.00</b>	<b>\$ 2,000.00</b>	<b>\$ 2,300.00</b>		
<b>REQUEST FOR REIMBURSEMENT (line 9 less line 16)</b>				<b>\$ 16,200.00</b>		
<b>PROGRAM FUNDING: (For DAAS use only)</b>						
Repayment of Advance (10% of advance if paid)				\$ -		
NSIP						
NSIP (OTO)						
Federal Funds						
Federal OTO (Baseline)						
Federal OTO (Equipment)						
State Funds						
State OTO						
CDBG						
County Funds						
Repayment of funds from prior period (specify):						
Other funding source (specify):						
<b>TOTAL REIMBURSEMENT</b>				<b>\$ -</b>		

<b>IIIC MONTHLY REPORT INSTRUCTIONS</b>									
1)	Fill out organization name and address, and month of billing.								
2)	Check C-1 or C-2 box.								
3)	Enter your monthly service units								
4)	Enter your expenses for each type in the first section. Cash or In-Kind. (personnel, travel, etc.)								
5)	Fill in the Program Income, if any.								
6)	Fill in the Deferred Income, Match Cash, Non-Match Cash and In-Kind Contributions as applicable.								
7)	Your request for reimbursement will automatically calculate.								
8)	The program funding third section will be completed by DAAS.								
9)	Sign, review and print								
10)	Submit back up documentation as required.								
11)	Submit by the 10th working day of the following month.								

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 Equipment Bid Form for each item requested.

Date: \_\_\_\_\_

FY: 22/23

Contractor Name:		
Address:	Contact:	Phone No:

QTY	DESCRIPTION (Attach additional sheets if required)	VENDOR	COST*	FUNDING SOURCE
1				

**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):**

Administrative Use Only:	
Approved <input type="checkbox"/>	Denied <input type="checkbox"/>
Value over \$500/unit: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Inventory: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Program Review by: Name _____ Title _____ Date _____	
Director Approval : _____ Date _____	



## ATTACHMENT K

1. Explanation for the need for the specific type of equipment, including a description of how the equipment will be used, frequency of use.
2. Description of impact on Program if the purchase is not approved.
3. Description of alternatives considered, including shared use with another OAA program or agency, lease, other available vehicles in fleet current under-used.
4. When was the last time this item was purchased?
5. If a vehicle, a list of the AAA's other vehicles and an explanation of why existing vehicle fleet cannot meet the need.
6. Clarification of whether the equipment will be used solely by the specific AAA Program from which the purchase will be funded or whether it will be shared with other program(s) or another AAA. If it will be share, include a cost agreement or Memorandum of Understanding between entities detailing the proration between programs.

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



<b>AGENCY/CONTRACTOR</b>	
<b>1. Business Name:</b>	
<b>2. Business Address:</b>	
<b>CONTACT INFORMATION</b>	
<b>3. Incident Manager:</b>	<b>4. Telephone Number:</b>
<b>5. Email Address:</b>	
<b>INCIDENT DISCOVERED BY</b>	
<b>6. Name:</b>	<b>7. Telephone Number:</b>
<b>8. Email Address:</b>	
<b>INCIDENT DETAILS</b>	
<b>9. Date/Time of Incident:</b>	<b>10. Date Incident Detected:</b>
<b>11. Incident Description:</b>	
<b>1. Address Where Incident Occurred:</b>	
<b>2. County Where Incident Occurred:</b>	
<b>14. Reported to Law Enforcement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Provide the Law Enforcement Agency and the Report Number. Agency: _____ Report Number: _____	
<b>15. Media Device Type, If Applicable:</b>	<b>16. Was the Device Encrypted?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown



**17. Type of Personally Identifiable Information (Check all that apply):**

<input type="checkbox"/> No Personal Information	<input type="checkbox"/> Social Security Number
<input type="checkbox"/> Health or Medical Information	<input type="checkbox"/> Financial Account Number
<input type="checkbox"/> Driver's License/State ID Number	<input type="checkbox"/> Name

Other (Specify): \_\_\_\_\_

<b>18. Is a Privacy Disclosure Notice Required?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>19. Number of Individuals Affected:</b>
---	--

**SIGNATURES**

<b>20. Agency/Contractor Information Security Officer:</b>	<b>Signature:</b>	<b>Date:</b>
<b>21. Agency/Contractor Privacy Officer:</b>	<b>Signature:</b>	<b>Date:</b>
<b>22. Authorized Signature/Director:</b>	<b>Signature:</b>	<b>Date:</b>

**CDA USE ONLY**

<b>CDA Incident Number:</b>	<b>CAL-CSIRS Report Number:</b>
-----------------------------	---------------------------------

CDA 1025a (REV 02/2018)



<b>AGENCY/CONTRACTOR</b>	
1. Business Name:	
2. Business Address:	
<b>CONTACT INFORMATION</b>	
3. Incident Manager:	4. Telephone Number:
5. Email Address:	
<b>INCIDENT INFORMATION</b>	
6. CDA Incident Number:	CAL-CIRS Number:
7. Is there an Update to Form 1025A? <input type="checkbox"/> Yes <input type="checkbox"/> No Comments:	
8. Has there been a Change of Scope? <input type="checkbox"/> Yes <input type="checkbox"/> No Explanation:	
9. Is a Privacy Disclosure Notice Required? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, has a Sample Notification been Submitted for Approval? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>INCIDENT ROOT CAUSE</b>	
10. What was the Root Cause of the Incident?	

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
 SECURITY INCIDENT REPORT PART B



**CORRECTIVE ACTION PLAN**

11. Corrective Action Plans Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

12. Date Corrective Actions will be Fully Implemented:

**INCIDENT COSTS**

13. Describe the Costs Associated with Resolving this Incident:

Incident Response: \$ \_\_\_\_\_

Communications: \$ \_\_\_\_\_

Notices: \$ \_\_\_\_\_

Individual Questions: \$ \_\_\_\_\_

Investigation: \$ \_\_\_\_\_

Lost or Stolen Items: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

**SIGNATURES**

14. Agency/Contractor Information Security Officer:	Signature:	Date:
15. Agency/Contractor Privacy Officer:	Signature:	Date:
16. Authorized Signature/Director:	Signature:	Date: