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**Contract Number**  
10-479
**SAP Number**  
4400014252

## Department of Aging and Adult Services

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<b>Contractor</b>	<u>Reach Out Morongo Basin</u>
<b>Contractor Representative</b>	<u>Robin Schlosser</u>
<b>Telephone Number</b>	<u>760.361.1410</u>
<b>Contract Term</b>	<u>July 1, 2020 through June 30, 2023</u>
<b>Original Contract Amount</b>	<u>\$240,000</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>\$240,000</u>
<b>Cost Center</b>	<u>5291001036</u>

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, The County of San Bernardino, hereafter referred to as "County," desires to provide services to seniors to improve or maintain choice, independence, and quality of life; and

**WHEREAS**, County has been allocated state and federal funds to provide such services; and

**WHEREAS**, County finds Reach Out Morongo Basin, hereafter referred to as "Contractor," qualified to provide family caregiver support 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 the County of San Bernardino (County) as an Area Agency on Aging. 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. Assistive Devices for Caregiving – An FCSP Supplemental Service that involves the purchase, rental and/or service fee of any equipment or product system (ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device) in order to facilitate and fulfill caregiving responsibilities.
- 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. Caregiving Information and Assistance – An FCSP Access Assistance service that: (A) provides caregivers with information on services available within the communities, including caregiving information related to assistive technology and caring for older individuals at risk for institutional placement; (B) links caregivers to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).
- E. Caregiving Services Registry – An FCSP Supplemental Service that recruits, screens, and maintains a listing of dependable, qualified self-employed homemaker or respite care workers who may be matched with caregivers willing to use personal resources to pay for assistance with their caregiving responsibilities. Both the caregiver and the self-employed worker will be: (A) advised about appropriate compensation and workplace performance expectations; and (B) provided with follow-up to ensure the match is functioning effectively.
- F. Caregiver Assessment – An FCSP Support Service conducted by persons trained and experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their: (A) willingness to provide care; (B) duration and care frequency preferences; (C) caregiving abilities; (D) physical health, psychological, social support, and training needs; (E) financial resources relative for caregiving; and (F) strengths and weaknesses within the immediate caregiving environment and caregiver's extended informal support system.
- G. Caregiver Case Management – An FCSP Support Service provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.
- H. Caregiver Counseling – An FCSP Support Service provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, which may range from guidance with caregiving responsibilities to therapy for stress, depression, and loss; and (A) may involve his or her informal support system; (B) may be individual direct sessions and/or telephone consultations, and (C) may address caregiving-related financial and long-term care placement responsibilities.
- I. Caregiver Interpretation and Translation – An FCSP Access Assistance Service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities (e.g., staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver).

- J. Caregiver Legal Resources – An FCSP Access Assistance Service involving one-to-one guidance provided by an attorney (or person under the supervision of an attorney) in the use of legal resources and services when assisting a caregiver with caregiving-related legal issues.
- K. Caregiver Outreach – An FCSP Access Assistance service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services (e.g., Caregiver InfoVan staff contacts outside of local market).
- L. Caregiver Peer Counseling – An FCSP Support Service provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.
- M. Caregiver Respite Home Chore – An FCSP Respite Care service that includes an appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.
- N. Caregiver Respite Homemaker Assistance – An FCSP Respite Care service that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer.
- O. Caregiver Respite In-Home Personal Care – An FCSP Respite Care service that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.
- P. Caregiver Respite In-Home Supervision – An FCSP Respite Care service that includes the provision of care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or volunteer in order to prevent wandering and health or safety incidents.
- Q. Caregiver Respite Out-of-Home Day Care – An FCSP Respite Care service where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes access to social and recreational activities.
- R. Caregiver Respite Out-of-Home Overnight Care – An FCSP Respite Care service where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.
- S. Caregiver Support Group – An FCSP Support Service provided to a group of 3 - 12 caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach for the purpose of sharing experiences and ideas to ease the stress of caregiving, and to improve decision-making and problem-solving skills related to their caregiving responsibilities.
- T. Caregiver Training – An FCSP Support Service consisting of workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled and knowledgeable individual, to assist caregivers in developing the skills and gaining the knowledge necessary to fulfill their caregiving responsibilities and address the areas of health, nutrition, and financial literacy.
- U. 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.

- V. Community Education on Caregiving – An FCSP Information Service designed to educate groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services (e.g., booth at a health fair).
- W. Department of Aging and Adult Services (DAAS) – County of San Bernardino department that empowers Seniors and at-risk adults by providing services and working with individuals, service providers, and communities to improve or maintain choice, independence, and quality of living.
- X. Elderly – An individual who is 60 years of age or older.
- Y. Family Caregiver – A family member, or another individual, 18 years of age or older, who is an informal provider of in-home and community care to an elderly individual or to an individual, of any age, with a disability as defined in Section three (3) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102). In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage or adoption, of the individual with a disability. In providing services under this part, caregivers who provide care for individuals with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction, shall be given priority.
- Z. Family Caregiver Support Program (FCSP) – A program created as Title III-E of the Older Americans Act Amendments of 2000 (Public Law 106-501), which established a new program, the National Family Caregiver Support Program (FCSP). The program was developed by the Administration on Aging (AoA) of the United States (US) Department of Health and Human Services (HHS). The program calls for all states, working in partnership with local AAAs and faith and community service providers and tribes to offer five direct services that best meet the range of caregivers' needs. The 2016 Older Americans Act reauthorization (P.L. 114-144, Enacted April 19, 2016), expands client eligibility for FCSP support services.
- AA. Home Adaptations for Caregiving – An FCSP Supplemental Service that makes any minor or major physical change to the home (ranging from installation of grab bars or replacement of door handles to construction of an entrance ramp or roll-in shower) in order to fulfill caregiving responsibilities.
- BB. Human Services (HS) – 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.
- CC. Indirect Cost – Direct costs are costs readily identified with a particular final cost objective. After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefiting cost objectives. A cost may not be allocated to an award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a direct cost.  
  
Examples of indirect costs may include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
- DD. 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 cash match. Costs borne by the Contractor and cash contribution from any and all third parties, e.g., company/private donations, vendor general fund, are considered cash matching funds.

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.
- EE. Non-Matching Contributions – Local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
- FF. Management Information System (MIS) – A system used to capture and maintain statistical and financial data to document and ensure the accuracy of data presented in required program and financial reports. MIS data will be used to provide measurement of services for data reports required by DAAS.
- GG. Older Americans Act (OAA) – Provides comprehensive, coordinated, community-based systems of service to person's age 60 years of age and older in order to enable them to maintain health, personal dignity, and independence.
- HH. Public Information on Caregiving – An FCSP Information Service designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems (e.g., quarterly newsletter).

## II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. Contractor shall provide all services as outlined in Scope of Work (Attachment A).
- B. 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.
  2. Contractor shall submit to County all reports required by County, to include but not limited to:
    - a. Monthly Invoice - Contractor must complete Information Sheet (Attachment F) listing the name of the person authorized to submit invoices.
    - b. Program Reports.

## 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 the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. 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 for Human Services, 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 County of San Bernardino 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 BB 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 W and X 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 County of San Bernardino. 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 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.
- M. 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.
- N. 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.

- O. Contractor will ensure that staff are knowledgeable on the DAAS: San Bernardino County Human Services Complaint and Grievance Procedure (Attachment B) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- P. 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.
- Q. 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).
- R. 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.
- S. 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.
- T. 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.
- U. 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.
- V. 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.

- W. 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.

- X. 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.

- Y. 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.

- Z. 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.

AA. 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.
- BB. 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.
- CC. 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.
- DD. 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 County of San Bernardino 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 C) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement 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."
- EE. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- FF. 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.).
- GG. 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.).
- HH. 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.

- II. 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.
- JJ. 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.
- KK. 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.
- LL. 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.

- MM. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).
- NN. 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 E).
- OO. Contractors shall complete and submit Information Sheet (Attachment F) in accordance with its instructions.
- PP. This Contract is not for Research and Development.

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

- A. The County shall monitor and evaluate the administrative, fiscal, and program 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. The County shall 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 funds under this Contract shall not exceed \$240,000, for the period of July 1, 2020 through June 30, 2023, of which 100% may 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, Payments, Budgets, Closeouts, and Audit (Attachment D).
- B. Contractor shall be compensated on a cost-reimbursement basis, per the Program Budget (Attachment D) and incorporated by reference into this Contract.
- C. Matching Contributions
1. In general, acceptable matching contributions are those that:
    - a. Are verifiable from the Contractor's records.
    - b. Are not included as contributions for other federally-assisted programs or projects.
    - c. Are necessary and reasonable for proper and efficient accomplishment of program objectives.
    - d. Are not paid by the Federal government under another award, except where authorized by Federal statute to be allowed for cost sharing or matching.
    - e. Are provided for in the approved budget when required.
    - f. Conform to other laws, regulations, and provisions of contract or agreements applicable to the program.
  2. Contractor shall provide a minimum of 33.33% in matching contributions during the Contract period, of all Federal Title III funds provided under the Contract.
- D. Invoices
1. Monthly invoice (due to DAAS Administration by the 10th working day of the month following the month of service).

Above reports should be mailed to the following address:

DAAS Administration  
Attention: Program Analyst  
784 East Hospitality Lane  
San Bernardino, CA 92415-0515
  2. When requested by County, Contractor agrees to work in conjunction with DAAS in developing and maintaining designated client database.
  3. Annual Financial Reports
    - a. Final statement of expenditures and income for contract period ("Financial Closeout") within thirty days of the end of contract period, unless otherwise specified by County.
    - b. Equipment Inventory Report

Above financial reports should be mailed to the following address:

DAAS Administration  
Attention: Fiscal Analyst  
784 East Hospitality Lane  
San Bernardino, CA 92415-0515
- G. Under normal conditions, Contractors shall expect payment approximately sixty (60) days after submission of a correctly prepared invoice.

- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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 Aging. Any such advance will cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the contract term. No advance will increase the amount shown in Paragraph A of this Section. In the event of early termination, the Contractor shall pay the remaining balance due to the County within thirty (30) calendar days.

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.

Contractor must return any unspent funds with submittal of the final invoice.

- M. 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.
- N. 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 A). General program income shall be used within the program in which it was earned.
- O. 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 93.052

Title IIIE National Family Caregiver Support

- 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	Reach Out Morongo Basin
DUNS	054663369
FAIN	2001CAO AFC-00

## **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, 2020 and expires June 30, 2023, 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 the provisions of Section V. Paragraph A., if funds are not available to the County, and 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 for Human Services 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: Reach Out Morongo Basin  
Post Office Box 2225  
Twentynine Palms, CA 92277

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

- B. 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.
- C. 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.

- D. 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.
- E. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have 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 County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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 the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- M. 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.

- N. 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.
- O. 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.
- P. The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino 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 bids 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 25 pages and Attachments A through J, 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 the County of San Bernardino 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.

COUNTY OF SAN BERNARDINO

  
 Curt Hagman, Chairman, Board of Supervisors


 Dated: JUN 23 2020  
 SIGNED AND CERTIFIED THAT A COPY OF THIS  
 DOCUMENT HAS BEEN DELIVERED TO THE  
 CHAIRMAN OF THE BOARD

 By   
 Lynna Monell  
 Clerk of the Board of Supervisors  
 of the County of San Bernardino  
 Deputy


Reach Out Morongo Basin

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

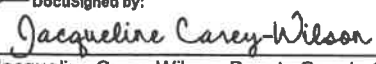
DocuSigned by:

 By   
 (Authorized signature - sign in blue ink)  
 2548307EA2A8...


 Name Robin Schlosser  
 (Print or type name of person signing contract)

 Title Executive Director  
 (Print or Type)
Dated: June 8, 2020
 Address Post Office Box 2225  
Twentynine Palms, CA 92277
**FOR COUNTY USE ONLY**

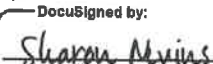
Approved as to Legal Form

 DocuSigned by:  
  
 Jacqueline Carey-Wilson, Deputy County Counsel  
 Date June 8, 2020

Reviewed for Contract Compliance

 DocuSigned by:  
  
 Jennifer Mulhall-Dandel, Contracts Manager  
 Date June 9, 2020

Reviewed/Approved by Department

 DocuSigned by:  
  
 Sharon Nevins, Director  
 Date June 9, 2020

## Scope of Work

### A. Program Description

Program Objective – The goal of Title III-E Family Caregiver Support Program is to enable comprehensive and multifaceted systems of “caregiver” support services (Title III, Part E, Sections 373(a) and (b) of the Older Americans Act).

Reach Out Morongo Basin shall provide services through a regional services area approach that specifically meet family caregivers’ needs at different stages in their caregiving.

#### Title III-E FCSP Priority Clients

In providing FCSP services to a family caregiver as described above, priority shall be given for services under OAA, Sections 372(b) and 373(c)(2) to:

- a. Family caregivers of older individuals 60 years of age or older with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction.
- b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities.
- c. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals).

#### Eligible Clients 2020-23

<u>Caregiver Criteria</u> Eligible for Title III-E Funded Services	<u>Care Receiver Criteria</u> Qualifies the Caregiver to receive Title III-E funded services.
<p><b>18 or older</b></p> <p>Adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction.</p> <p>An older relative caregiver is age 55 or older and lives with, is the informal provider of in-home and community care to, and is the primary caregiver for a child younger than 18 or an individual with a disability. In the case of a caregiver for a child, the caregiver is a grandparent, step grandparent, or other relative by blood, marriage, or adoption (other than the parent).</p>	<p>Individuals age 60 or older, or individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction</p> <p>or</p> <p>Children cared for by older relatives 55 and older</p>

**1. Program Requirements**

- a. Services provided must clearly be for caregivers and must not replace existing services or funding sources. Funds made available under Title III-E shall supplement other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Department of Developmental Services Regional Centers, Department of Mental Health Caregiver Resource Centers, and other Title III funded providers.
- b. Contractor shall attend provider trainings and meetings regularly scheduled by DAAS, including but not limited to required DAAS Quarterly Contractors' Meetings and other periodic meetings as determined by the County for training and discussion purposes.
- c. Service locations must be situated in or be accessible to concentrations of consumers with the greatest social and economic need, taking into consideration individuals that are hard to reach or underserved populations, e.g., monolingual, ethnic minority, or older individuals providing care and support to persons with mental and developmental disabilities.
- d. Contractor must also incorporate outreach activities to ensure the participation of eligible caregivers, ensuring that services provided are listed in agency brochures and websites and that phone lines are accessible and numbers are accurate.
- e. Contractor must, where practical, have service availability access by telephone or the internet on a 24/7 basis in order to respond immediately to emergency situations that pose a threat to the caregiver's capability to provide care to the care recipient, e.g., serious illness, lack of transportation to emergency medical appointments, or other unplanned situations of an emergency nature.
- f. Contractor must have a Management Information System (MIS) in place, or develop a MIS, to capture and maintain statistical and financial data to document and ensure the accuracy of data presented in required program and financial reports. MIS data shall provide measurement of services for data reports required by DAAS.
- g. Contractor must ensure competent service and professional standards by:
  - 1) Providing for the supervision of work performed directly or through sub-contracts;
  - 2) Establishing a system of ongoing review of work performed through on-site monitoring and the use of monitoring tools and caregiver support and satisfaction surveys;
  - 3) Maintaining or hiring an adequate number of qualified staff and sub-contractors to deliver all the services in all the geographic region areas agreed to in the Contract;
  - 4) Providing systematic, comprehensive, ongoing training appropriate to each worker's responsibilities, skills, and experience; and
  - 5) Ensuring that the confidences of clients are preserved from unauthorized disclosure.

**2. Program Regions**

Contractor will provide services in the following regional areas:

<b>Regional Areas</b>	<b>Representative Communities</b>
Morongo Basin	Joshua Tree, Landers, Morongo Valley, Wonder Valley, Yucca Valley, Twenty-Nine Palms, and surrounding areas.

**3. Program Services**

Number of Family Caregivers Served (All Regions)	Total Amount of Award (Not to exceed)
<b>67</b>	<b>\$80,000 (Per Year)</b>

<b>Priority Caregiver Clients by Type</b>	<b>Number of Caregivers Clients to be Served by Type</b>
Family Caregivers of care receivers 60 and older with Alzheimer's-related disease	<b>18</b>
Family Caregivers and Older Relative Caregivers 60 and older with greatest social/economic need	<b>50</b>

**Hours of Operation:**

<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
	9 am – 5 pm	9 am – 5 pm	9 am – 5 pm	9 am – 5 pm	9 am – 5 pm	

**Holidays observed:**

New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day

Contractor will perform the following program services per program region as follows:

<b>Program Region: Morongo Basin</b>				
<b>Provider Service</b>	<b>Service to be Provided by Lead Agency</b>	<b>Services to be Provided by Subcontractor</b>	<b>Contracted # of FC Units Per Service</b>	<b>Total Contracted # of FC Units Per service Category</b>

## ATTACHMENT A

<b>I. Information Services</b>				
Definition: The provision of public information on caregiving and/or community education on caregiving, including information about available services.				0
a) Public Information				
b) Community Education				
<b>II. Access Assistance</b>				
Definition: The provision of caregiving information and assistance, caregiver outreach, caregiver interpretation/translation, and caregiver legal resources; and links caregivers to the opportunities and services that are available				0
a) Caregiver Outreach				
b) Caregiving Information and Assistance				
c) Caregiver Interpretation/Translation				
<b>III. Support Services</b>				
Definition: The provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management.				1030
a) Caregiver Assessment	x		15	15
b) Case Management	x		400	400
c) Caregiver Counseling				
d) Caregiver Peer Counseling	x		400	400
e) Caregiver Support Group	x		200	200
f) Caregiver Training	x		15	15
<b>IV. Respite Care Services</b>				
Definition: A brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the caregivers and their care receivers, rather than a pre-established set amount offered on a "first come, first served" waiting list basis.				1450
a) In-Home Supervision	x		200	200
b) Homemaker Assistance	x		450	450
c) In-Home Personal Care				
d) Home Chore	x		200	200
e) Out-of-Home Day	x		600	600
f) Out-of-Home Overnight				
<b>V. Supplemental Services<sup>2</sup></b>				
Definition: A caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts				8
a) Assistive Devices	x		8	8
b) Home Adaptations				
c) Caregiver Registry				
			<b>Total Units</b>	<b>2488</b>

1. Ten Percent (10%) limit of available III-E funding to provide caregiver services to grandparent and older individual caregivers per OAA 373(g)(2)(C).

**ATTACHMENT A**

2. Twenty Percent (20%) limit of available III-E Supplemental Services funding to provide caregiver services to all caregivers per guidance from federal Administration on Aging (Area Plan Contract, A, II, A, 21).

- a. Title III E funds cannot be used to support the following activities:
  - 1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
  - 2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a residential care facility for the elderly;
  - 3) To supplement the service unit cost of "a participant day" at an adult day care program.

- b. Annual Updates

The maximum amount of reimbursement under the Contract shall not exceed the amount designated in the Contract and and/or contract attachments. The contract budget shall provide for a minimum number of annual service units as indicated in the Contract and/or contract attachments, and shall be reviewed and revised annually, as needed. Revised contract budget, as indicated in contract attachment(s), must be submitted to, and approved by, the DAAS Director or designee, subject to availability of funds.

4. Program Considerations

- a. Contractor will develop innovative approaches to service delivery; e.g., "Caregiver Consultant" concept to improve competence of and support caregiver; establish baseline stress level to assess and measure a caregiver's stress; establish care plans that are caregiver driven, etc.
- b. Contractor will reflect efforts of coordination and collaboration with other appropriate agencies with the goal of forming a community-based system of care for caregivers in San Bernardino County. Agencies establishing collaborations with other community-based organizations, non-profit faith-based organizations, or private agencies to provide services should formalize those agreements. Letters of intent to collaborate must be submitted with the Application.
- c. Contractor will incorporate a broad range of direct caregiver services that respond to the various needs of caregivers will be given additional consideration.

5. Donations and Confidentiality.

- a. Provider shall encourage seniors to donate by notifying them at least annually, using the DAAS "Flyer for Client Contributions," that donations are accepted and are important to maintaining the service(s) provided. Provider shall post signs where appropriate stating that donations are accepted. The provider shall not in any way employ tactics which could be viewed as coercive, embarrassing, and/or obligatory to the service being provided.
- b. All contributions from recipients of contracted services shall be used to increase the amount of service being provided in the program(s) funded by DAAS.
- c. The provider shall ensure that all donations by eligible participants are kept confidential.

## **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: 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.
  - 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.

**ATTACHMENT B**

- 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)

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Remedy Sought

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\_\_\_\_\_

\_\_\_\_\_

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

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

**Grievance Review - Level I**\_\_\_\_\_  
Date Received\_\_\_\_\_  
Level I Reviewer Signature\_\_\_\_\_  
Response Date\_\_\_\_\_  
Reviewers Printed  
Name

Level I Decision (Attached on separate sheet)

I concur and do not appeal to  
the 2nd Level

I do not concur and appeal to the 2nd level

Reason for  
Appeal  
\_\_\_\_\_**Grievance Review - Level II**\_\_\_\_\_  
Date Received\_\_\_\_\_  
Level II Reviewer Signature\_\_\_\_\_  
Response Date\_\_\_\_\_  
Reviewers Printed  
Name

Level II Decision (Attached on separate sheet)

I concur and do not appeal for  
Hearing

I do not concur and request a Hearing

Reason for Appeal For  
Hearing

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\_\_\_\_\_  
Date  
Received

**ASSURANCE OF COMPLIANCE****ASSURANCE OF COMPLIANCE WITH ALL APPLICABLE LAWS  
RELATING TO  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Reach Out Morongo Basin  
CONTRACTOR

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 11135 and California Code of Regulations (CCR) Title 22 Section 98000-98413, Title 24 of the California Code of Regulations, Section 3105A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 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 race, color, national origin, political affiliation, religion, marital status, sex, age or disability 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 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 County, state 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, County 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 11135-39, 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.

June 8, 2020

DATE

DocuSigned by:

Robin Schlosser  
SIGNATURE

Reach Out Morongo Basin  
ORGANIZATION

Post Office Box 2225, Twentynine Palms, CA 92277  
ADDRESS

## PROGRAM BUDGET

COUNTY OF SAN BERNARDINO  
III E FAMILY CAREGIVER & SUPPORT PROGRAM BUDGET

Provider: Reach Out Morongo Basin

Fiscal Year: 2020-21

Match Requirement: \$ 13,999

Orig ☒ Amend ☐

SERVICE	Support Services		Respite Care		Supplemental Services					
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
Expenditure Category:										
1 Personnel	\$ 30,500	\$ 10,166	\$ 10,500	\$ 3,500					\$ 54,665	
2 Staff Travel & Training										
3 Equipment										
4 Non-inventoriable Equipment										
5 Consultants										
6 Other Expenses:										
a Supplies										
b Insurance										
c Repair & Maintenance										
d Rent/Building Space										
e Utilities										
f Vehicle Operations										
g Miscellaneous										
7 Indirect Cost					\$ 1,000	\$ 333			\$ 1,333	
Total Expenditures (add lines 1-7)	\$ 30,500	\$ 10,166	\$ 10,500	\$ 3,500	\$ 1,000	\$ 333	\$ -	\$ -	\$ -	\$ 55,999

Revenue Sources:		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
State Funds											
Federal Funds	\$ 30,500		\$ 10,500		\$ 1,000						
County Funds											
Program Income											
Deferred Income											
Matching Cash											
Matching In-Kind		\$ 10,166									
Non-Match Cash											
Non-Match In-Kind											
Total Revenue	\$ 30,500	\$ 10,166	\$ 10,500	\$ 3,500	\$ 1,000	\$ 333	\$ -	\$ -	\$ -	\$ 55,999	

Submitted by:

DAS Approval:

print

print

Signature

Date

Signature

Date

C:\Users\redh\Downloads\ROMB III E Budget Template 20-21 orig; C:\Users\redh\Downloads\ROMB III E Budget Template 20-21 orig

Microsoft Excel - Budget Template 2019 (xlsx) - [Budget Template 2019 (xlsx)]

File Home Insert Page Layout Formulas Data Review View Help

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Contracted IIE Services Contract Annual Units New Estimated Units

48	IIE - Support Services ROMB	1,000	710
49	Carapher Assessment	15	10
50	Case Management	400	275
51	Carapher Peer Counseling	400	275
52	Carapher Training	15	10
53	Carapher Support Group	200	140
54	IIE - Respite Care ROMB	1,450	775
55	In-Home Supervision	200	200
56	Homemaker Assistance	450	300
57	Home Care	200	125
58	Out-of-Home Day	600	150
59	IIE - Supplemental Services ROMB	8	8
60	Assistive Devices	8	8

Budget Sheet1

Type here to search

7:55 AM 1/28/2020

Robin Schlosser

RWD Schlosser

5/28/2020



## COMMUNITY FOCAL POINTS LIST

Name	Address	City/Community	Phone
Adelanto Senior Club	11565 Cortez Avenue	Adelanto, CA 92301	(760) 605-0549
Apple Valley Senior Club	13188 Central Road	Apple Valley, CA 92308	(760) 247-3155
Barstow Senior Citizens Club	555 Melissa Avenue	Barstow, CA 92311-3031	(760) 256-5023
Big Bear Valley Senior Center	42651 Big Bear Blvd.	Big Bear Lake, CA 92315	(909) 584-0323
Bloomington Senior Center	18317 Valley Blvd.	Bloomington, CA 92316	(909) 546-1399
Bonnie Baker Senior Citizens Club	149350 Ukiah Trail	Big River, CA 92242	(760) 665-2667
Chemehuevi Indian Tribal Center	1990 Palo Verde	Havasupai 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 Baker Community Center	9333 "E" Avenue/PO Box 104055	Hesperia, CA 92340	(760) 244-5488
Highland Senior Center	3102 E. Highland Avenue	Patton, CA 92369	(909) 862-8104
Hinkley Community and Senior Center	35997 Mountain View Road	Hinkley, CA 92347	(760) 253-4677
Hutton Senior Center	660 Colton Avenue	Colton, CA 92324	(909) 370-6168
James L. Brulte Senior Center	11200 Baseline Road	Rancho Cucamonga, CA 91701	(909) 477-2780
Joshua Tree Community Center	6171 Sunburst	Joshua Tree, CA 92252	(760) 366-2471

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

**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 686 E. Mill Street San Bernardino, CA 92415-0920		<i>Unit Fax #: 909-891-9150</i>	

**San Bernardino County  
Family Caregiver Support Program  
Required Subcontract Language**

Services provided by subcontractor in advance of receiving notice that this agreement is approved may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

**I. Subcontractor General Responsibilities**

**A. Assurances**

1. Subcontractor may not be debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Subcontractor may not have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
3. Subcontractor may not have violated a federal or state antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. Subcontractor may not be presently indicted or otherwise criminally or civilly charged by a governmental entity.
5. Have not within a three-year period preceding this agreement had one or more public transactions terminated for cause or default.
6. Subcontractor shall report, in writing, immediately to Contractor any incidents of alleged fraud and/or abuse by either the Contractor or Subcontractor.
7. Subcontractor 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. The County Department of Aging and Adult Services must be immediately notified of any records showing a conviction.
  - a. Examples include but are not limited to volunteers or employees in contact with a senior or disabled client at home, who transport them, and/or anyone who has routine, ongoing personal contact with seniors or disabled persons during the course of providing the contracted service(s).
8. Subcontractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of sub-subcontractors, that are, or give the appearance of being,

**ATTACHMENT G**

motivated by a desire for private gain for themselves or others, such as family business or other ties.

9. Subcontractor must administer their services according to all applicable local, State, and Federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to the subcontract resolving all issues using good administrative practices and sound judgment.
10. If applicable<sup>1</sup>\*, subcontractor must administer federal and state awards in compliance with laws and regulations ensuring that performance goals are achieved as stipulated in the OMB Circular A-133.400(d)(3).\*
11. Subcontractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.
12. The subcontractor, by signing this agreement, hereby certifies to the best of his or her knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the subcontractor, 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 cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. Inclusion of this language in all subcontracts is certification as a material representation of fact upon which reliance is placed. This certification is a prerequisite for making or entering into the transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
13. Subcontractor guarantees that there were not any funds other than federal appropriated funds paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
14. Subcontractor shall comply with all federal statutes relating to nondiscrimination, including statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

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<sup>1</sup> OMB applies if aggregate expenditures of \$750,000 in federal funds are spent in one fiscal year.

**ATTACHMENT G**

15. Subcontractor shall comply with Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964).
16. Subcontractor shall comply with Equal Access to State- Funded Benefits, Programs and Activities (22 CCR 98323)(Chapter 182, Stats.2006).
17. Subcontractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).

**B. Financial**

1. Subcontractor shall be of sound financial status and in good standing with the Secretary of State of California and shall maintain that status throughout the term of the agreement. Note: Failure to do so shall result in suspension or termination of the agreement.
2. Funds for this agreement shall not be obligated for services beyond the ending date of this agreement.
3. Any reimbursement for authorized travel shall be at rates and per diem not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

**Travel – <http://www.dpa.ca.gov/textdocs/freepmls/PML2008019.pdf>**

**Per Diem (meals and incidentals) – <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>**

**Lodging – <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>**

4. This is not to be construed as limiting the Contractor or subcontractor from paying any differences in costs, from funds other than those provided through the Department of Aging and Adult Services.

**C. Performance**

1. Subcontractor shall be subject to the same provisions as the Contractor.
2. Subcontractor shall not have authority to contract for, on behalf of, or incur obligations on behalf of the County.
3. If the subcontractor begins work in advance of receiving notice that this agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.
4. Subcontractor shall report immediately to the Department of Aging and Adult Services in writing any incidents of alleged fraud and/or abuse by either contractor or subcontractor.

**ATTACHMENT G****D. Records**

1. Subcontractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the department.
2. Subcontractor may be required to have written reporting procedures specific to each program that may include:
  - a. Collection and reporting of program data
  - b. Ensuring accuracy of all data from the subcontractor
  - c. Verification of subcontractor data prior to submission to Contractor
  - d. Correction procedures
  - e. Methodology for each non-registered service for collecting and reporting
3. If the above is applicable, subcontractor's staff must be oriented and trained to perform the data collection and required reporting.
4. Subcontractor shall maintain complete records, including, but not limited to, accounting records, contracts, agreements, reconciliation of the Financial Closeout Report, summary worksheets as a result of any audit performed, supporting documentation, letters of agreement, insurance documentation, Memoranda and/or Letters of Understanding, patient or client records, and electronic files of all activities and expenditures pertaining to this agreement.
5. Maintain all records and books pertaining to the delivery of services under this contract and demonstrate accountability for contract performance.
6. The County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
7. Records must be maintained and made available until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department of Aging and Adult Services. Records may be required for a longer period as deemed necessary by the department.

<b>Subcontractor</b>	<b>Title</b>	<b>Date</b>
<b>Contractor</b>	<b>Title</b>	<b>Date</b>

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 Contractor/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

## ATTACHMENT I

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
 SECURITY INCIDENT REPORT PART A  
 CDA 1025a (REV 02/2018)



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

## ATTACHMENT I

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**SECURITY INCIDENT REPORT PART A**  
 CDA 1025a (REV 02/2018)

**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): _____                                    |   |

**18. Is a Privacy Disclosure Notice Required?**

☐ Yes      ☐ No

**19. Number of Individuals Affected:****SIGNATURES****20. Agency/Contractor Information Security Officer:****Signature:****Date:****21. Agency/Contractor Privacy Officer:****Signature:****Date:****22. Authorized Signature/Director:****Signature:****Date:****CDA USE ONLY****CDA Incident Number:****CAL-CSIRS Report Number:**

## ATTACHMENT I

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
 SECURITY INCIDENT REPORT PART B  
 CDA 1025b (REV 02/2018)

**AGENCY/CONTRACTOR**

1. Business Name:

2. Business Address:

**CONTACT INFORMATION**

3. Incident Manager:

4. Telephone Number:

5. Email Address:

**INCIDENT INFORMATION**

6. CDA Incident Number:

CAL-CIRS Number:

7. Is there an Update to Form 1025A? ☐ Yes ☐ No  
 Comments:

8. Has there been a Change of Scope? ☐ Yes ☐ No  
 Explanation:

9. Is a Privacy Disclosure Notice Required? ☐ Yes ☐ No  
 If Yes, has a Sample Notification been Submitted for Approval? ☐ Yes ☐ No

**INCIDENT ROOT CAUSE**

10. What was the Root Cause of the Incident?

## ATTACHMENT I

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
 SECURITY INCIDENT REPORT PART B  
 CDA 1025b (REV 02/2018)

**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:

## ATTACHMENT J

## 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.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee  Tier _____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <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: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<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>   (attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<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.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		

Authorized for Local Reproduction  
Standard Form LLL (Rev. 7-97)

**ATTACHMENT J**

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.
  - (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).
10. 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.
11. 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.
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. 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.
14. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
15. 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.