



SOURCEWISE
COMMUNITY RESOURCE SOLUTIONS

BOARD OF DIRECTORS
SOURCEWISE
STATE OF CALIFORNIA

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN SOURCEWISE
AND

COUNTY OF SANTA CLARA

RESOLVED, by the Board of Directors of Sourcewise, that

WHEREAS, this Board is designated as the Area Agency on Aging for Santa Clara County to carry out a
program pursuant to Older Americans Act of 1965, and

WHEREAS, it is necessary and desirable that the Area Agency on Aging contract to provide the
following:

Unit of Service Type	Amount of Service	Title of Funding	Dollar Amount
Congregate Meals	661,280 units of service	Title III C-1	\$2,080,943

WHEREAS, this Board has been presented with a formal agreement to accomplish the foregoing, and
has examined and approved same to both form and content and desires to enter into same:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President,
Sourcewise be, and is hereby authorized and directed to execute said agreement for and on behalf
of Sourcewise, Inc.

Contract # OAA20241201.00



THIS AGREEMENT made and entered into this first day of July, by and between Sourcewise, (hereinafter “AREA AGENCY”) and **COUNTY OF SANTA CLARA** (Hereinafter “CONTRACTOR”)

WITNESSETH

WHEREAS, the Board of Directors of Sourcewise is the designated AREA AGENCY and has undertaken the administration of a program to foster the development of comprehensive and coordinated service systems to serve older persons pursuant to the Older Americans Act of 1965, as amended, Pub. 1. 89 – 73; 42 U.S.C. Section 3001 et seq., and all amendments, rules and regulations pertaining thereto (hereinafter, collectively referred to as the “ACT”);

WHEREAS, it is necessary and desirable that AREA AGENCY contract pursuant to said Act for the purpose of procuring the project known as

TITLE III C-1 CONGREGATE MEALS

(hereinafter, the “Project”).

NOW, THEREFORE, IT IS AGREED BETWEEN AREA AGENCY and CONTRACTOR as follows:

Section 1: Scope of Work:

- a. CONTRACTOR covenants to and shall perform this Project in accordance with the “Units of Services” set forth in the CONTRACTOR’S Project Application, which is on file with AREA AGENCY, and which, by this reference, is also incorporated herein as if fully set forth. CONTRACTOR agrees that the units of service provided are subject to modification only upon written authorization of the CEO of AREA AGENCY.
- b. CONTRACTOR is responsible for carrying out the terms of this AGREEMENT, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The AREA AGENCY decision on these matters is final, however the CONTRACTOR of the AREA AGENCY may appeal the AREA AGENCY final adverse determination relating to Title III and Title VII programs using the appeals process established in 22 CCR 7700 to 7710.

Section 2: Program Definitions

- a. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
 1. Individuals eligible to receive a meal at a congregate nutrition site are:
 - i. Any older individual.
 - ii. The spouse of any older individual

- iii. A person with a disability, under age sixty (60) who resides in a housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program
 - v. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]
- 2. Individuals eligible to receive a home-delivered meal are individuals who are:
 - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
 - ii. A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual at discretion of AREA AGENCY with CONTRACTOR.
 - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program at discretion of AREA AGENCY with CONTRACTOR.
- b. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
- c. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
- d. **In-kind Contribution** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
- e. **Matching Contributions** means local cash and/or in-kind contributions made by the CONTRACTOR, a SUBCONTRACTOR, or other local resource that qualifies as match for the Title III or Title VII funding.
- f. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
- g. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

- h. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
- i. **One-Time-Only Funds** means Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(6)], [22 CCR 7314(a)(8)]
- j. **Program Requirements means** Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; CDA Program Memoranda, California Retail Food Code (CRFC); and AREA AGENCY local CONTRACTOR Provider Manual.
- k. **“Subcontractor”** means the legal entity that receives funds from the CONTRACTOR to carry out any part of the AREA AGENCY federal award identified in this Agreement with CONTRACTOR.
- l. **“Subcontract”** means any form of legal agreement between the CONTRACTOR and the Subcontractor, including an agreement that the AREA AGENCY or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.
- m. **Title III C-1 (Congregate Nutrition Services) means** nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
 - 1. Be open to the public. [45 CFR 1321.53(b)(3)]
 - 2. Not means test. [OAA § 315(b)(3)]
 - 3. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)] [45 CFR 75.403(f)]
- n. **To-Go Meals** means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.
 - 1. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
 - 2. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

- o. **“Vendor”** means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

Section 3: Effective Period and Right of Termination:

This AGREEMENT is effective for the period from **July 1, 2023, through June 30, 2024**, unless terminated earlier as provided herein. Upon thirty (30) days written notice to the other party, either party may terminate this AGREEMENT. Upon giving or receiving such notice, CONTRACTOR shall immediately remit to AREA AGENCY all unexpended funds previously received hereunder.

Section 4: Termination Upon Failure of Contractor to Perform:

- a. Should CONTRACTOR fail to perform any covenant contained herein, AREA AGENCY may immediately terminate this AGREEMENT. Termination shall be effective thirty (30) days after CONTRACTOR receives written notice of AREA AGENCY’s decision to terminate the AGREEMENT. Thereafter, AREA AGENCY may complete the Project in any manner it deems proper. In the event of such termination, the cost of completion of the Project shall be deducted from any monies not yet paid CONTRACTOR, and CONTRACTOR shall immediately remit to AREA AGENCY all unexpended funds previously received and disposition of property hereunder.
- b. After receipt of a Notice of Termination, and except as directed by AREA AGENCY the CONTRACTOR shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

- i. Stop work as specified in the Notice of Termination.
- ii. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
- iii. Terminate all subcontracts to the extent they relate to the work terminated.

Section 5: Compliance:

- a. This AGREEMENT shall be in full compliance within 120 days of the effective date. CONTRACTOR shall adhere to all Federal and States regulations and laws, and to the AGREEMENT terms and policy.
- b. CONTRACTOR shall not commence work under this AGREEMENT until a signed statement of CONTRACTOR’S assurance of compliance with subsections d and e below is on file with AREA AGENCY.
- c. CONTRACTOR warrants that upon execution of this AGREEMENT, it will be fully informed of the Act and all other relevant Federal, State, and local statutes, rules and regulations, directives, and amendments affecting this AGREEMENT.
- d. The CONTRACTOR agrees to administer this AGREEMENT and require any subcontractors to administer their subcontracts in accordance with this AGREEMENT, and with all applicable

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

- e. CONTRACTOR shall require language in all subcontracts to require all subcontractors to comply with all applicable state and federal laws.
- f. The CONTRACTOR shall ensure that the subcontractor will complete all reporting and expenditure documents requested by AREA AGENCY, Federal or State entity. These reporting and expenditure documents shall be sent to the AREA AGENCY in a timely manner and at intervals as determined by AREA AGENCY or requesting entity.
- g. CONTRACTOR shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.
 - i. Equal Access to Federally Funded Benefits, Programs and Activities; The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
 - ii. Equal Access to State-Funded Benefits, Programs and Activities; The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
 - iii. California Civil Rights Laws: The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement.
 - iv. The CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
- h. CONTRACTOR shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 200, as amended by the Equal Opportunity Act of 1972, Public Law No. 92-261) in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or which would deprive, or tend to deprive any individual with respect to his or her compensation, terms, conditions, or which would deprive, or tend to deprive any individual of employment opportunities, or otherwise adversely affect his or her status as an employee, because of such individual's age, race, color, religion, sex, or national origin and 2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such

policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

- i. CONTRACTOR shall comply with Department of Health and Human Services regulation under Title VI of the Civil Rights Act of 1964 guaranteeing that no person in the United States shall, on the ground of race, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this project.
- j. CONTRACTOR shall comply with Department of Health and Human Services regulations under Section 504 of the Rehabilitation Act of 1973, as amended, which provides that..."No otherwise qualified handicapped individual in the United States...shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
- k. CONTRACTOR shall recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, CONTRACTOR must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]
- l. CONTRACTOR shall report immediately to the AREA AGENCY in writing any incidents of alleged fraud and/or abuse by either CONTRACTOR or subcontractor.
- m. Except as otherwise expressly provided for herein, CONTRACTOR shall not use AGREEMENT funds to pay the salary or expenses of any individual who is engaged in activities designed to influence legislation or appropriations pending before Congress.
- n. CONTRACTOR shall use the funds solely on the service set forth in this AGREEMENT; misuse of funds will result in suspension of funds and thus termination of the AGREEMENT.
- o. DOMESTIC PARTNERS: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.3.
- p. GENDER IDENTITY: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.35.
- q. In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., AREA AGENCY hereby requires the Contractor/Vendor to certify that:

- i. Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
 - ii. All access codes which allow access to confidential information will be properly safeguarded.
 - iii. Activities by any individual or entity that is suspected of compromising confidential information will be reported to AREA AGENCY by completing a Security Incident Report.
 - iv. Any wrongful access, inspection, use, or disclosure of confidential information 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.
 - v. Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement. Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
 - vi. All employees/subcontractors of the Contractor/Vendor will be notified of the AREA AGENCY confidentiality and data security requirements.
 - vii. The AREA AGENCY or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.
 - viii. Contractor agrees to protect the following types of confidential information which include but are not limited to: Social Security number; Medical information-Claimant and employer information; Driver License information; Information about individuals that relate to their personal life or identifies or describes an individual; Other agencies' confidential and proprietary information; Criteria used for initiating audit selection; Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.); Any other information that is considered proprietary, a copyright or otherwise protected by law or contract
 - ix. Contractor agrees to protect confidential information by: Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties-Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason-Securing confidential information in approved locations-Never removing confidential information from the work site without authorization.
- r. To ensure all data collected for the unmet need as requested by the U.S. Legislature, the CONTRACTOR must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.
- s. CONTRACTOR agrees to notify the AREA AGENCY 15 days in advance or soon as possible of any projected or planned reductions in the Title III or Title VII service. CONTRACTOR shall aim to work collaboratively and keep AREA AGENCY apprised on Title III and Title VII service availability in planning service area. AREA AGENCY aims to support the CONTRACTOR with linkages to community programs for clients.

- t. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance.

Section 6: Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The CONTRACTOR must report all security incidents to the appropriate AREA AGENCY immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the AREA AGENCY within five (5) business days of the date the incident was detected.

Section 7: Availability of Funds; Right to and Method of Payments

- a. It is mutually understood between the parties that the Notification of Award may have been written before ascertaining the availability of congressional appropriation of funds including the approval of the AAA Area Plan on Aging, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the award were executed after that determination was made.
- b. The Subgrant Award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the fiscal year **2023-2024**, for the purpose of this program. In addition, the award is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statutes enacted by the Congress, which may affect the provisions, terms of funding of this award in any manner.
- c. It is mutually agreed that if the Congress and/or State does not appropriate sufficient funds for this program, this Subgrant Award shall be amended to reflect any reduction in funds.
- d. CONTRACTOR shall establish and maintain an organization that shall have the ultimate accountability for funds received from AREA AGENCY and for the effective and efficient implementation of the activities as described in the AGREEMENT and all pertinent State and federal laws and regulations including data reporting requirements.
- e. The AREA AGENCY shall not obligate funds specific to this Agreement to the CONTRACTOR for services beyond the ending date of this Agreement.
- f. In consideration of performance of this Project in a manner considered satisfactory to AREA AGENCY, AREA AGENCY shall pay to CONTRACTOR the amount shown on page 1. CONTRACTOR understands that said funds are ultimately derived from federal funds and covenants to spend said money only in accordance with the terms of the Act and pursuant to CONTRACTOR'S approved budget, which is in the CONTRACTOR's Project Application and by this reference incorporated herein as if fully set forth.
- g. Payments to CONTRACTOR under this AGREEMENT shall be made monthly based upon invoices submitted by CONTRACTOR prior to the 15th of the following month. Upon request by CONTRACTOR, the AREA AGENCY can pay CONTRACTOR on an advance basis for services hereunder pursuant to AREA AGENCY policies. CONTRACTOR request should include a justification for advance payment based on performance and at the discretion of

AREA AGENCY to approve said request inclusive of any additional requirements to provide advance payment.

- h. In the event that invoices submitted by CONTRACTOR are inconsistent with AREA AGENCY invoice policy, AREA AGENCY may withhold all or part of the funds under this AGREEMENT until all inconsistencies and irregularities are resolved to AREA AGENCY'S satisfaction.
- i. AREA AGENCY reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AREA AGENCY to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.
- u. AREA AGENCY reserves the right to withhold payment from CONTRACTOR at any time during the contract terms if determined by AREA AGENCY to be: out of compliance with this Agreement, or any other relevant Federal, State, and local statutes, rules and regulations, directives and amendments executed under this AGREEMENT. Payment will be reinstated once a resolution is determined, and corrective action is successfully completed by CONTRACTOR and AREA AGENCY.
- j. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.
 - i. In State: Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
 - ii. Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the CONTRACTOR from paying any differences in costs, from funds other than those provided by AREA AGENCY, between the CalHR rates and any rates the CONTRACTOR is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AREA AGENCY. [SCM 3.17.2.A(4)]

- k. No alteration, variation or deviation from any budget item described in CONTRACTOR's Project Application shall be valid unless made in writing and approved by the Chief Executive Officer of AREA AGENCY.
- l. In the event CONTRACTOR is unable to attain the minimum service units of the contract for the said contract term, CONTRACTOR must notify AREA AGENCY and submit a budget revision to AREA AGENCY at minimum 90 days prior to the AGREEMENT end date or June 30, 2024.

Section 8: Budget Requirements

- a. The CONTRACTOR shall be compensated for expenses only as itemized in the approved Budget.
- b. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The CONTRACTOR'S Budget shall include, at a minimum, the items outlined in Section 8(c)(i-v)1 – 4) when reimbursable under this AGREEMENT and AREA AGENCY Budget template.
- c. CONTRACTOR shall submit a formal budget revision for the contracted service outlined in this AGREEMENT containing budget category adjustments that are greater than or equal to 10% for any category. Budget revisions should be submitted in compliance with subsection d. outlined below.
- d. CONTRACTOR shall ensure that if a budget revision is necessary throughout the contract period the final budget revision containing line-item adjustments may be submitted as necessary, but no later than ninety (90) days prior to the ending date of the contract.

CONTRACTOR is aware of and agrees to adhere to the following Project budget requirements:

- a. Sources of revenue for the Project will be separated on the budget as follows:
 - i. Older Americans Act Funding – the funding received as a result of this contract
 - ii. Cash Matching Contributions – local cash contributions by the CONTRACTOR, subcontractor, or other local resources that qualify as match for the contract funding
 - iii. In-Kind Matching Contributions – the value of non-cash contributions donated to support the Project (e.g., property, service, etc.)
 - iv. 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.)
 - v. Program Income – revenue generated by the CONTRACTOR or subcontractor from contract-supported activities. Program Income is:
 - 1. Voluntary contributions received from a participant or responsible party as a result of services.
 - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - 3. Royalties received on patents and copyrights from contract-supported activities.
 - 4. Proceeds from sale of goods fabricated under a CDA grant funds.
- b. "Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
 - i. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - ii. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
 - iii. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

Project budget must include at a minimum the following total match (cash plus in-kind):

- i. 11.11% of Older Americans Act funding for Projects funded by Title III B and Title III C
 - ii. 35% of Older Americans Act funding for Projects funded by Title III E
- c. "Indirect costs" are costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefiting the Project, without effort disproportionate to the results achieved.
- i. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the CONTRACTOR'S Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
 - ii. CONTRACTORS requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
 - iii. Indirect costs exceeding the maximum 10% may be budgeted as in-kind for the purpose of meeting matching requirements in Title III and VII programs only.
 - iv. CONTRACTORS must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind as described in iii above.
 - v. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]
- d. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
- e. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
- f. "Questioned Costs" means a cost that is questioned by the representative because of an audit finding or a finding which was discovered during the AREA AGENCY monitoring visit which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of the contract, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

- g. “Recoverable cost” means the questioned cost identified from an audit. The cost is reimbursable to the AREA AGENCY.
- h. The CONTRACTOR shall ensure that any Subcontractor shall submit a budget, which shall be incorporated by reference into the CONTRACTOR Budget and will have, at a minimum, the categories listed in Section 8 b above.

Section 9: Program Specific Funds

- a. “Program Income”
 - i. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
 - ii. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in iv.).
 - iii. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in iv.) and may reduce the total amount of contract funds payable to the Contractor.
 - iv. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the CONTRACTOR approved Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year. CONTRACTOR must submit a written request and AREA AGENCY will approve use of excess Program Income in the first quarter of the following fiscal year.
 - v. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used to AREA AGENCY.
 - vi. Program Income may not be used to meet the matching requirements of this Agreement.
 - vii. Program Income must be used to expand baseline services.
- b. One-Time-Only (OTO) Funds
 - i. OTO funds can only be awarded to a contractor that has a valid contract with the AREA AGENCY.
 - ii. Title III and VII federal Program OTO funds, if available, should only be used for the following purposes:
 - i. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - ii. OTO funds can be used to maintain or increase baseline services. However, AREA AGENCY shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period.
 - iii. NSIP OTO funds shall only be used to purchase foods used in the Elderly Nutrition Program, Title III C Nutrition Program Services.

Section 10: Contract Resolution

CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by AREA AGENCY, including, but not limited to, submission of a closeout for the contract by **July 15, 2024**, and submission of Audited Financial Statements or Single Audit Report for the contract year by **February 1st** of the following year. **All matching funds must be verified by**

CONTRACTOR's Independent Auditor and noted in Single Audit Report or Audited Financial Statements. CONTRACTOR must comply with all other requirements contained in the AREA AGENCY's Provider Manual, which is incorporated herein by this reference as if fully set forth. CONTRACTOR shall account for, maintain record of, and report all Federal and State funds received under this AGREEMENT in accordance with requirements set forth by AREA AGENCY and applicable State and Federal requirements. Such requirements are outlined below and/or in the Sourcewise Provider Manual which is provided to CONTRACTOR at the start of the applicable contract period.

a. **CONTRACTOR Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)**

- i. CONTRACTORS that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98- 502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521 A copy shall be submitted to:

Sourcewise
Attn: Area Planner
3100 De La Cruz Blvd, Suite 310,
Santa Clara CA, 95054

- ii. The copy of the Single Audit Report or Audited Financial Statement shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the AREA AGENCY. [2 CFR 200.512 and 45 CFR 75.512].
- iii. The CONTRACTOR shall include in the Single Audit Report "Schedule of Expenditures of Federal Awards" (SEFA) the Catalog of Federal Domestic Assistance (CFDA) number for the applicable federal award outlined in this AGREEMENT and awarded by the AREA AGENCY. The CFDA number is outlined in the AREA AGENCY Provider Manual.
- iv. The CONTRACTOR shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the Single Audit Report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
- v. The CONTRACTOR shall ensure that for State contracts that do not have CFDA numbers, the CONTRACTOR shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through Sourcewise.
- vi. CONTRACTOR may request from the AREA AGENCY the federal and State grant award breakdown as a result of this AGREEMENT 60 - 90 days prior to the end of the contract term.
- vii. The CONTRACTOR shall ensure that the Single Audit Report meets 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements:
 1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]

2. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514].
 3. All-inclusive opinion (or disclaimer of opinion) of the financial statements including internal control, related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 4. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and 45 CFR 75.509].
- viii. The CONTRACTOR shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for AREA AGENCY review upon submission of the Single Audit Report or Audited Financial Statements.
1. CONTRACTOR is required to submit a Program Property Inventory Certification along with their “Financial Closeout Report”.
- b. A CONTRACTOR which is not required to obtain a Single Audit nor is subject to Single Audit requirements shall adhere to the AREA AGENCY alternative procedures for Contract Resolution, including the following:
- i. The copy of the Audited Financial Statement shall be submitted within thirty (30) days after receipt of the Auditor’s report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the AREA AGENCY. [2 CFR 200.512 and 45 CFR 75.512].
 - ii. The CONTRACTOR shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for AREA AGENCY review upon submission of the Audited Financial Statements.
 - iii. The CONTRACTOR shall reconcile the grant award expenditures outlined in this AGREEMENT reported by the CONTRACTOR to the AREA AGENCY in the closeout to the amounts identified in the Audited Financial Statement or other type of audit. For a CONTRACTOR who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to AREA AGENCY must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.). CONTRACTOR shall assure that the AREA AGENCY can complete the required alternative procedures to verify expenses including match.
- c. The following audit costs are unallowable:
- i. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - ii. Any costs of auditing a nonfederal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity’s fiscal year.

1. The costs of a financial statement audit of a nonfederal entity that does not currently have a federal award may be included in the indirect cost pool for a cost proposal.
 2. Pass-through entities may charge federal awards for the cost of agreed-upon procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]
- d. The AREA AGENCY shall, at a minimum, perform Contract Resolution within fifteen (15) months of the CONTRACTORS “Financial Closeout Report”.
- i. The AREA AGENCY shall ensure that the CONTRACTOR’s single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
 - ii. The AREA AGENCY will issue a management decision on monitoring or audit findings within six (6) months after receipt of the CONTRACTOR’s single audit report and ensuring that the CONTRACTOR takes appropriate and timely corrective action
 - iii. CONTRACTOR shall adhere to and ensure that the following are upheld to ensure that the AREA AGENCY may complete the required contract resolution of the Audited Financial Statement or Single Audit Report:
 1. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 2. Records that identify adequately the source and application of funds for each federally funded activity.
 3. Effective controls over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 4. Accuracy of comparison of expenditures with budget amounts for each federal award.
 5. Compliance with AREA AGENCY resolution after the alternative procedure is performed to reconcile and make necessary adjustments of the Contractor’s own records for the applicable contract time period.

Section 11: Records

- a. The CONTRACTOR shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Financial Closeout Report” to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Section 10. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to AREA AGENCY. All records pertaining to this AGREEMENT must be made

available for inspection and audit by the State and AREA AGENCY, at any time during normal business hours.

- b. All such records, including confidential records, must be maintained and made available by the CONTRACTOR: (1) until an audit of the July, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by AREA AGENCY, (2) for a minimum of seven years or for such longer period, if any, as is required by applicable statute, by any other clause of this AGREEMENT, or by a. and c. of this section.
- c. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in A above. The CONTRACTOR shall ensure that any resource directories and all client records remain the property of AREA AGENCY upon termination of this AGREEMENT and are returned to AREA AGENCY or transferred to another CONTRACTOR as instructed by AREA AGENCY.
- d. CONTRACTOR's of registered or restricted OAA Title III B, III C, III D, III E, VII Ombudsman, VII-A Elder Abuse Prevention, Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act shall submit monthly data reports on the 10th day of the following month for the previous month to reports@mysourcewise.com. Reports shall be exported from the AssureCare Q Database and include at minimum:
 - i. Type of service, including name and category of service provided
 - ii. Total unduplicated count of seniors/caregivers receiving services
 - iii. Total number of units of service provided
- e. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the AREA AGENCY and/or State and is so stated in writing to the Contractor.
- f. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State and AREA AGENCY under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans, general ledgers.
- g. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Agreement, and Section 5(q). & 15. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.
- h. The CONTRACTOR shall maintain accounting records for funds received under the terms and conditions of this AGREEMENT. These records shall be separate from those for any other funds administered by the CONTRACTOR and shall be maintained in accordance with

Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

Section 12: Equipment

- a. Equipment/Property purchased with grant funds under this AGREEMENT with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA and must be included in its approved CONTRACTOR Budget.
 - i. property refers to all assets used in operation of this Agreement.
 - ii. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - iii. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- b. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - i. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - ii. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - iii. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- c. The CONTRACTOR shall keep track of property purchased with funds from this AGREEMENT that meet the requirements as defined in Section 11 and submit to AREA AGENCY a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this AGREEMENT.
- d. Prior to disposal of any property purchased by the CONTRACTOR or the subcontractor with funds from this Agreement or any predecessor Agreement, the CONTRACTOR must obtain approval from AREA AGENCY and State for all reportable property as defined in Section 12 of this AGREEMENT. CONTRACTOR will contact AREA AGENCY with request in writing. CONTRACTOR will be liable for repayment of purchase price of equipment if CONTRACTOR disposes of equipment without prior approval from AREA AGENCY and State.

Section 13: Right to Monitor and Audit

- a. General
 - i. Any duly authorized representative of the federal or State government and AREA AGENCY, which includes but is not limited to the State Auditor, CDA Staff, and AREA AGENCY shall have the right to access, monitor and audit CONTRACTOR and all subcontractors providing services under this AGREEMENT through on-site inspections, audits, and other applicable means

determined necessary, including any books, documents, papers and records of the CONTRACTOR or subcontractor which are directly pertinent to this specific AGREEMENT. In the event that AREA AGENCY is informed of an audit by an outside federal or State government entity affecting the Contractor, AREA AGENCY will provide timely notice to CONTRACTOR.

- ii. CONTRACTOR shall make available all reasonable information necessary to substantiate that expenditures under this AGREEMENT are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans, general ledgers. CONTRACTOR shall agree to make such information available to the federal government, the AREA AGENCY, or State authorized representatives, including performing inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- iii. All AGREEMENT(S) entered into by CONTRACTOR and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government and AREA AGENCY access to the supporting documentation of said audit firm(s).
- iv. The CONTRACTOR shall cooperate with and participate in any further audits which may be required by the AREA AGENCY, including CDA fiscal and compliance audits.
- v. The CONTRACTOR shall cooperate with the AREA AGENCY monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- vi. The CONTRACTOR shall ensure that the subcontractor and/or vendor agreements include applicable State and federal laws outlined in this AGREEMENT and that said subcontractor or vendor comply with all applicable State and federal laws, including requirements outlined in this AGREEMENT.
- vii. The CONTRACTOR shall monitor SUBCONTRACTORS and vendors to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its AREA AGENCY and CDA funded programs.
- viii. The CONTRACTOR is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by AREA AGENCY.

b. Fiscal and Compliance Audit

- i. Authorized representatives from the AREA AGENCY and the State and Federal Government agencies shall have the right to perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
- ii. Audits may include, but not be limited to, a of:
 1. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)

2. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
3. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
4. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
5. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

Section 14: Responsibility for Audit Exceptions:

- a. Definitions: for the purpose of this AGREEMENT, “audit exception” includes, but is not limited to, a determination by AREA AGENCY, or by State or Federal agencies, that monies provided hereunder have been improperly spent, used, allocated, recorded, ledgered, or accounted for, or that CONTRACTOR has otherwise not complied with terms or the Act or of this AGREEMENT.
- b. CONTRACTOR shall fully reply to, comply with, and take requested corrective action as to any audit exception determined pursuant to this AGREEMENT. CONTRACTOR understands that any failure by CONTRACTOR to fully perform all terms and conditions herein, or to comply with applicable spending, budget, accounting, bookkeeping and record keeping requirements may result in AREA AGENCY liability for all affected funds. CONTRACTOR, therefore, agrees to indemnify, save harmless and pay AREA AGENCY the full amount of liability resulting from such audit exception.

Section 15: Information Integrity and Security:

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

Information assets may be in hard copy or electronic format and may include but is not limited to:

- i. Reports
 - ii. Notes
 - iii. Forms
 - iv. Computers, laptops, cellphones, printers, scanners
 - v. Networks (LAN, WAN, WIFI) servers, switches, routers
 - vi. Storage media, hard drives, flash drives, cloud storage
 - vii. Data, applications, databases
- b. **Encryption of Computing Devices:** The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal

digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

c. **Disclosure:**

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

- d. **Security Awareness Training:** The CONTRACTOR employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://www.aging.ca.gov/Information_security/ within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter. CONTRACTOR must maintain certificates of completion on file and provide to AREA AGENCY upon request.

Section 16: **Transition Plan:**

- a. CONTRACTOR shall submit a transition plan to the AREA AGENCY within 15 days of delivery of a written Notice of Termination of a program funded either by Title III or Title VII. The transition plan must be approved by the AREA AGENCY and shall at a minimum include the following:
 - i. Description of how clients will be notified about the change in their service provider.

- ii. A plan to communicate with other organizations that can assist in locating alternative services.
 - iii. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 - iv. A plan to evaluate clients in order to assure appropriate placement.
 - v. A plan to transfer any confidential medical and client records to a new contractor.
 - vi. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 - vii. A plan for adequate staff to provide continued care through the term of the contract.
 - viii. A full inventory and plan to dispose or, transfer, or return to the AREA AGENCY all equipment purchased during the entire operation of the contract.
 - ix. Additional information as necessary to affect a safe transition of clients to other community service providers.
- b. CONTRACTOR shall implement the transition plan as approved by the AREA AGENCY. The AREA AGENCY will monitor the CONTRACTOR's progress in carrying out all elements of the transition plan.
- c. If the CONTRACTOR fails to provide and implement a transition plan as required by this Agreement, the CONTRACTOR will implement a transition plan submitted by the AREA AGENCY to the CONTRACTOR following the Notice of Termination.

Section 17: Grievance Procedure

- a. CONTRACTOR shall establish and maintain a written grievance process for reviewing and attempting to resolve complaints of older individuals. CONTRACTOR is required to post the grievance procedure in a visible and accessible area. At a minimum, the process shall include all of the following:
- i. Ten-day time frames within which a complaint will be acted upon.
 - ii. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AREA AGENCY if dissatisfied with the results of the Contractor's review.
 - iii. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
 - iv. The Contractor shall notify older individuals of the grievance process available to them by:
 - 1. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older adults convene.
* For individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
 - 2. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.
 - v. Complaints may involve, but not be limited to, any or all of the following:
 - 1. Amount or duration of a service.

2. Denial or discontinuance of a service.
3. Dissatisfaction with the service being provided or with the service provider.

*If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

4. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in your contract with the AREA AGENCY.
- vi. Nothing in this Grievance policy shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

- b. CONTRACTOR shall notify the Chief Executive Officer of the AREA AGENCY in writing within ten working days after statement has been issued to complainant detailing the complaint, resolution and a copy of statement sent to complainant. The address is 3100 De La Cruz Blvd, Suite 310, Santa Clara CA, 95054.

Section 18: Hold Harmless and Indemnification

Each party (AREA AGENCY and CONTRACTOR) hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts or omissions, including but not limited to, the concurrent active or passive negligence of those of its officers, agents, or employees and servants to the full extent required by law.

Each party shall indemnify and hold the other harmless for claims of every name, kind, and description incurred by the indemnitee, brought for, or on account of injuries to or death of any person, or damage to property of any kind whatsoever, including intangible property rights, resulting from the performance by the indemnitor of any work required by this agreement, provided that this indemnity and hold-harmless obligation shall not apply to benefit a party relating to injuries or damage for which that party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Section 19: Insurance

- a. CONTRACTOR shall not commence work hereunder until all insurance required under this section has been obtained and such insurance has been approved by the CEO of AREA AGENCY. CONTRACTOR shall furnish AREA AGENCY with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending CONTRACTOR'S coverage to include the contractual liability assumed by CONTRACTOR pursuant to this AGREEMENT. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given in writing to AREA AGENCY of any pending change in the limits of liability or of any cancellation or modification of the policy.

- b. CONTRACTOR shall be required to obtain the following insurance:
- i. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 - ii. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this AGREEMENT.
 - iii. If applicable, or unless otherwise amended by future regulation, the CONTRACTOR and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 - iv. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice_cost with the AREA AGENCY named as an additional insured on the policy.

In the event of the breach of any provisions of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, AREA AGENCY at its option may, notwithstanding any other provision of this AGREEMENT to the contrary, immediately declare a material breach of this AGREEMENT and suspend all further work pursuant to this AGREEMENT.

- b. The insurance provided herein shall be in effect at all times during the term of this AGREEMENT. In the event the insurance coverage expires during the term of this AGREEMENT, the CONTRACTOR agrees to provide AREA AGENCY, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining AGREEMENT term or for a period not less than one (1) year.

Section 20: Fidelity Bond

Prior to receiving any monies hereunder, CONTRACTOR shall submit a verified statement to AREA AGENCY that all officers, employees and agents handling or having access to funds received or disbursed by CONTRACTOR pursuant to this AGREEMENT or who are authorized to sign or countersign checks, are covered by either an individual or a blanket fidelity bond in an amount of no less than \$10,000, or other similar insurance to cover losses incurred as a result of fraudulent acts. If the bond or similar insurance is cancelled or reduced, CONTRACTOR shall notify AREA AGENCY immediately and AREA AGENCY may withhold payment to CONTRACTOR until it is assured that the proper coverage has been obtained.

Section 21: Focal Points

CONTRACTOR is aware of the following designated community focal points:

Avenidas 450 Bryant Street Palo Alto, CA 94301	John XXIII Senior Center 195 E. San Fernando Street San Jose, CA 95110	Southside Senior Center 5585 Cottle Road San Jose, CA 95123
Mountain View Senior Center 266 Escuela Avenue Mountain View, CA 94040	Alma Community Center 136 W. Alma Avenue San Jose, CA 95110	Morgan Hill Centennial Recreation Center 171 W. Edmundson Ave. Morgan Hill, CA 95037
Santa Clara Senior Center 1303 Fremont Street Santa Clara, CA 95050	Eastside Senior Center 2150 Alum Rock Avenue San Jose, CA 95116	Gilroy Senior Center 7371 Hanna Street Gilroy, CA 95014
Milpitas Senior Center 160 N. Main Milpitas, CA 95035	Campbell Adult Center 1 W. Campbell Ave. Campbell, CA 95008	
Cupertino Senior Center 21251 Stevens Creek Blvd. Cupertino, CA 95014	Willows Senior Center 2175 Lincoln Avenue San Jose, CA 95125	

Section 22: Independent Contractor

CONTRACTOR, its agents and employees, shall be independent contractors in performance of this AGREEMENT and not officers, employees or agents of the AREA AGENCY.

Section 23: Conflict of Interest

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

Section 24: Covenant Against Contingent Fees

- a. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this AGREEMENT. There has been no agreement to make commission payments in order to obtain this AGREEMENT.

- b. For breach or violation of this warranty, the AREA AGENCY shall have the right to terminate this AGREEMENT without liability or at its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

Section 25: Contracts in Excess of \$100,000

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

- a. Clean Air Act, as amended [42 USC 1857]
- b. Clean Water Act, as amended [33 USC 1368]
- c. Federal Water Pollution Control Act, as amended 33 USC 1251, et seq.]
- d. Environmental Protection Agency Regulations [40 CFR, Part 15] and [Executive Order 11738]
- e. Public Contract Code Section 10295.3

Section 26: Debarment, Suspension, and Other Responsibility Matters

- a. The CONTRACTOR certifies to the best of its knowledge and belief, that it and its subcontractors: [45 CFR 92.35]
 - i. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal departments or agency.
 - ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii. Are not presently indicted for or otherwise, criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default
- b. The CONTRACTOR shall report immediately to the AREA AGENCY in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractor.
- c. The CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the AREA AGENCY.
- d. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

Section 27: Licensing and Accreditation

Where necessary for its operation, CONTRACTOR shall maintain the appropriate license, or accreditation throughout the life of this AGREEMENT.

Section 28: Assignability

Without the written consent of AREA AGENCY, this AGREEMENT is not assignable by CONTRACTOR either in whole or in part. In the event of subcontract hereunder, CONTRACTOR remains primarily liable for performance of this AGREEMENT.

Section 29: Entire Contract

- a. This AGREEMENT is the entire contract between the parties, and no modification or amendment thereof shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not set forth herein shall be binding on any of the parties hereto.

In the event CONTRACTOR does not meet all the necessary service requirements, AREA AGENCY has the right to negotiate contract modification or revisions to assure that all necessary service requirements are met.

- b. Contract Execution: Unless otherwise prohibited by law or CONTRACTOR policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "ELECTRONIC COPY OF A SIGNED CONTRACT" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "ELECTRONICALLY SIGNED CONTRACT" means a contract that is executed by applying an electronic signature using technology approved by the CONTRACTOR.

Section 30: Limitation of Authority:

CONTRACTOR shall have no authority to contract for or on behalf of, or to incur obligations on behalf of the AREA AGENCY.

Section 31: Levine Act:

If applicable, AREA AGENCY and its agents shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any COUNTY officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>

Section 32: Time

Time is of the essence of this AGREEMENT.

Section 33: Copyrights & Rights in Data

- a. The CONTRACTOR shall not publish or transfer any materials, as defined in Section 32 b., produced or resulting from activities supported by this AGREEMENT without the express consent of the AREA AGENCY. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by the AREA AGENCY. The AREA AGENCY requests all CONTRACTOR's adhere to the Sourcewise Style Guide guidelines concerning branding, logo, and messaging available on the Sourcewise website at, <https://www.mysourcewise.com/about/media-center/>. The AREA AGENCY may request a copy of the material for review and approval for use.

This subsection is not intended to prohibit the CONTRACTOR from sharing identifying client information authorized by the participant or summary program information which is not client specific.

- b. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- c. Subject only to other provisions of this Agreement, AREA AGENCY may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.
- d. Materials published or transferred by the CONTRACTOR and financed with funds under this Agreement shall: (a) state "The materials or product were a result of a project funded by an Agreement with the AREA AGENCY and the California Department of Aging;" (b) give the name of the entity, (c) include the following statement: "The conclusions and opinions expressed may not be those of the AREA AGENCY and/or the California Department of Aging and this publication may not be based upon or inclusive of all raw data."
- e. The CONTRACTOR agrees to acknowledge the receipt of all funding support from the AREA AGENCY in news releases (radio, television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the CONTRACTOR'S Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the AREA AGENCY.
- f. The CONTRACTOR shall provide a copy of all products and material developed in whole or in part with Agreement funds to the AREA AGENCY for file.

- g. The CONTRACTOR is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If CONTRACTOR receives a CPRA request that includes “materials” as that term is defined in Section 32 b of this Agreement, CONTRACTOR will immediately notify AREA AGENCY in writing of the request and provide AREA AGENCY with an opportunity to review CONTRACTOR’s proposed response. If AREA AGENCY claims that any part of the proposed response falls within one or more CPRA exemptions, AREA AGENCY must notify CONTRACTOR of its claims and identify the specific lines containing the information.

If CONTRACTOR indicates in writing that it still intends to produce the challenged materials, and AREA AGENCY wishes to prevent disclosure, AREA AGENCY is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the CONTRACTOR is required to respond to the CPRA request. If AREA AGENCY fails to obtain such remedy within the time the CONTRACTOR is required to respond to the CPRA request, CONTRACTOR may disclose the requested information. AREA AGENCY further agrees that it shall defend, indemnify, and hold CONTRACTOR harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by CONTRACTOR of a CPRA request for information arising from any representation, or any action (or inaction), by the AREA AGENCY.

Section 34: Standards of Work

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

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IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have caused this AGREEMENT to be executed on the day and year first above written.

CONTRACTOR

BY: _____
(Name)

President, Board of Supervisors
(Title)

(Signature)

(Date)

SOURCEWISE

DocuSigned by:
BY: Jeffrey Pepper _____
1769F5CF7514D9...
President, Board of Directors

ATTEST:

DocuSigned by:
Aneliza Del Pinal _____
B3D19351F63E428...
Chief Executive Officer, Sourcewise

4/4/2024

(Date)

Signed and certified that copy of this document
has been delivered by electronic or other means to
the President, Board of Supervisors.

ATTEST:

Curtis Boone
Acting Clerk of the Board of Supervisors

Date: _____

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Rachel Neil _____
F0430060496944E...
Deputy County Counsel

Date: 4/4/2024
