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October 20, 2020

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED RETROACTIVE AGREEMENT WITH BAKERSFIELD SENIOR CENTER, INC. TO PROVIDE CONGREGATE SENIOR NUTRITION SERVICES IN CENTRAL AND SOUTH CENTRAL BAKERSFIELD FOR FISCAL YEAR 2020-2021

(Fiscal Impact: \$66,980; Federal \$40,838; State \$11,560; County \$14,582; Budgeted; Discretionary)

The California Department of Aging (CDA) requires the Area Agencies on Aging, locally the Aging and Adult Services Department (AASD), to complete a Request for Proposal (RFP) process every four years to coincide with the four year planning cycle. The current RFP spans four fiscal years in order to coincide with the Area Plan AASD submitted to CDA.

In August 2020, AASD completed the RFP process for the FY 20-21 through FY 23-24 four-year planning cycle and the AASD evaluation committee recommended the Bakersfield Senior Center, Inc. (BSC) to provide senior nutrition services in the central and south central Bakersfield areas. Title III C senior nutrition program funding is authorized by the Federal Older Americans Act and the State Older Californians Act. The RFP process was delayed due to the COVID-19 pandemic, and the CDA previously approved a three (3) month extension of the FY 19-20 agreement, through September 30, 2020; therefore, the term of this proposed agreement will be October 1, 2020 through June 30, 2021. This agreement was also delayed due to the RFP process being delayed.

BSC proposes to provide Title III C1 congregate senior nutrition program services only. AASD, the Area Agency on Aging (AAA) will provide Title III C2 home delivered senior nutrition program services in the central and south central Bakersfield area. Attached to the Agreement are the scope of work which describes the services to be provided, and the budget that details how the funds will be spent. Funding not to exceed \$66,980 is comprised of \$35,692 in federal Title III C funds; \$5,146 in federal Nutrition Services Incentive Program (NSIP) funds; \$11,560 in State funds; and \$14,582 in County funds.

The Office of County Counsel has reviewed and approved this Agreement as to form. The County Administrative Office concurs with this proposal.

Therefore, IT IS RECOMMENDED, that your Board approve and authorize the Chairman to sign the retroactive agreement with the Bakersfield Senior Center, Inc. for the provision of congregate senior nutrition program services from October 1, 2020 through June 30, 2021 in an amount not to exceed \$66,980.

Sincerely,



Lito Morillo
Director

LM/mt

cc: County Administrative Office
County Counsel

**AGREEMENT
FOR
TITLE III C SERVICES
Independent Contractor
(County – **Bakersfield Senior Center, Inc.**)**

This Agreement (“Agreement”) is entered into on _____, by and between the County of Kern, a political subdivision of the State of California, (hereinafter “County”) and, **Bakersfield Senior Center, Inc.** (hereinafter “Contractor”), a non-profit corporation, with its principal place of business located at **530 4th Street, Bakersfield CA 93304**; CONTRACTOR’S DUNS NUMBER: **168679181**

RECITALS

- a. The Congress of the United States has made certain funds available under Title III and Title VII of the Older Americans Act of 1965, as amended, (herein “Act”) for the purpose of funding services to older individuals.
- b. The State of California (herein “State”) has designated the California Department of Aging (herein “CDA”) as the single State agency responsible for the administration of all programs funded pursuant to the Act.
- c. CDA has designated the Kern County Aging and Adult Services Department (herein “AASD”) as the Area Agency on Aging (herein “AAA”) for this area (Planning and Services Area #33) and has approved the County’s Area Plan for providing services to the elderly.
- d. County and the State of California, through CDA, have entered into an agreement which provides that the State will provide County with funding from federal and State sources to enable County to implement its Area Plan.
- e. Contractor represents that it is qualified and willing to provide certain services to the elderly in a cost effective manner pursuant to the terms of this Agreement.

AGREEMENT

County and Contractor mutually agree as follows:

1. DEFINITIONS

- a. “Title III C-1 (Congregate Nutrition Services)” means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. 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 site, the site must meet all of the following criteria: [22CCR 7638.7(a)]
 - 1. Be open to the public [45 CFR 1321.53(b)(3)]
 - 2. Not means test [OAA § 315(b)(3)]
 - 3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22CCR 7638.9]
 - 4. 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)]

- b. "Title III C-2 (Home Delivered Nutrition Services)" means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. 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). [22 CCR 7135, 22 CCR 7638.7(c)]
- c. The term "Agreement" shall mean this Agreement, all attachments, exhibits, specifically referenced materials, amendments hereto, and Contractor's proposal and budget.
- d. AAA" means the Area Agency on Aging (County of Kern, Aging and Adult Services Department.)
- e. "Cal. Civ. Code" means California Civil Code
- f. "CCR" means California Code of Regulations.
- g. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.
- h. "Cal. Gov. Code" means California Government Code.
- i. "HSC" means California Health and Safety Code.
- j. "'PC" means California Probate Code.
- k. "Cal. Pub. Con. Code" means California Public Contract Code.
- l. "CRFC" means the California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities, found in Section 113700 et seq., California Health and Safety Code.
- m. "CFR" means Code of Federal Regulations.
- n. "Contractor" means the Contractor awarded funds under this Agreement and accountable to the AAA for use of these funds, and responsible for executing the provisions for services of this Agreement.
- o. "DUNS" means the nine-digit Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
- p. "OMB" means the federal Office of Management and Budget.
- q. "GC" means Government Code.
- r. "In-kind Contribution" means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
- s. "Matching Contribution" means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

- t. “Non-Matching Contribution” 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.)
- u. 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.
- v. “OSHA” means the Occupational Safety and Health Administration
- w. “OAA” means Older American’s Act
- x. “Program” means a State funded program contained in Chapter 1097 of the Statutes of 1996.
- y. “Program income” shall mean revenue generated by the Contractor or subcontractor from contract-supported activities.
- z. “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.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
- aa. “Reimbursable item” also means “allowable cost” and “compensable item”.
- bb. “Subcontractor” shall mean a legal entity that receives funds from the Contractor under this Agreement.
- cc. “USC” means United States Code.
- dd. “HHS” means United States Department of Health and Human Services.
- ee. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.
- ff. “Elderly persons” or “Older Individual” shall mean a person aged sixty (60) or older.
- gg. “Eligible service population” for Title III C 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 Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].
- i. Individuals eligible to receive a meal at a congregate nutrition site are:
 - 1. Any older individual
 - 2. The spouse of any older individual
 - 3. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided

4. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 5. 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)]
- ii. Individuals eligible to receive a home-delivered meal are individuals who are:
1. 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)].
 2. A spouse of a person in subsection (c)(1) above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
 3. 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.
- hh. The term "Focal Point" means a facility that encourages the maximum collocation and coordination of services for older individuals. Community Focal Points so designated in the Area Plan are shown in **Exhibit "C"**, COMMUNITY FOCAL POINTS LIST, which is attached hereto and incorporated herein by this reference.
- ii. Except to the extent modified or supplemented by this Agreement or any agreement between CDA and County, any term defined in Title III and VII of the Older Americans Act of 1965, as amended, (42 U.S.C. Section 3001, et seq.), its implementing regulations (45 CFR Section 1321, et seq.) and CDA's Title III/VII Program Manual shall have the same meaning when used herein.
- jj. In the event of conflict between the provisions set forth in the Contract Terms and Conditions of this Agreement and the Scope of Work, Proposal, or Area Plan, the provisions listed in the Contract Terms and Conditions shall prevail.
- kk. Definitions specific to Title III C-1 and C-2 (augmentation funding to provide nutrition services to address the unmet need in California.):
1. **Meal Goal** means the number of meals the Contractor will provide to eligible clients. These meals may be provided through the Title III C-1 Congregate Meal program or the Title III C-2 Home Delivered Meal program.
 2. **Unduplicated Client Goal** means the number of new eligible clients the contractor will provide nutrition services to via the Title III C-1 or the Title III C-2 program.
 3. **Wait List** means a list of potential Title III C-2 clients, established and maintained by the Contractor and/or subcontractor, after the Contractor and/or subcontractor has reached its capacity. "

2. TERM

The term of this Agreement shall be **October 1, 2020** through **June 30, 2021**. Contractor has been previously awarded the right to contract for Title III C Nutrition Services for County fiscal years **2020/2021** through **2023/2024**. It is required that a new Agreement be completed each fiscal year to reflect the revised funding levels and the revised scope of work. AASD may negotiate modifications or revisions to assure that all necessary service/program requirements are covered. In the event a provider does not perform satisfactorily (as determined by AASD)

throughout the fiscal year, AASD may choose not to extend the contract term, and, AASD may terminate the contract in accordance with the termination provisions of the contract. In such an event, AASD may initiate an RFP process to locate a new provider for the geographical region. Funding is contingent upon the availability of State, federal, and County funds.

3. SERVICES AND STAFFING TO BE PROVIDED BY CONTRACTOR

- a. Contractor shall operate a project, which will provide the services, program activities and related units of service as described in the Scope of Work (**Exhibit "A"**), which is attached hereto and incorporated herein by this reference.
- b. Contractor shall provide adequate staff to meet Contractor's obligations under this Agreement and shall list by program category, all full and part-time employees, in-kind and volunteer positions in the Budget (**Exhibit "B"**), both of which are attached hereto and incorporated herein by this reference.
- c. Contractor shall provide services only to the defined eligible service population.
- d. Providers of Title III C programs shall annually assess the client's nutrition risk using a valid nutrition screening tool. [OAA §339(2)(J)] [OAA §207(a)(3)] This shall apply to home delivered participants.
- e. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, either as a direct service provider or through a subcontractor 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.

4. PROJECT DIRECTION, MONITORING AND REVIEW

- a. AAA, or CDA may monitor, assess or audit Contractor's facilities, project, records, reports and/or procedures at any reasonable time during regular business hours.
- b. Contractor's personnel shall attend meetings as are reasonably required for purposes of information sharing or training. AAA shall make every effort to schedule said meetings so that they shall not interfere with Contractor's normal day-to-day operations.
- c. Contractor shall provide AAA, in a timely manner, the statistical and other information, which AAA requires in order to meet the planning, coordination, evaluation and reporting requirements of the CDA.
- d. Contractor shall insure that no information about, or obtained from, any member of the eligible service population, receiving services hereunder, is voluntarily or otherwise disclosed in any form that identifies a member of the eligible service population without first obtaining the written consent of such persons.

5. FISCAL OBLIGATIONS

- a. In consideration of Contractor's satisfactory performance of duties under this Agreement, County shall pay, and Contractor shall accept as payment in full, an amount not to exceed **\$66,980** which includes **\$35,692** in Federal Title III C funds; **\$11,560** in State

funds; **\$5,146** in NSIP funds; and **\$14,582** in County funds for the nine (9) months term of **October 1, 2020** and ending **June 30, 2021**.

- b. All funds shall be spent in accordance with Contractor's approved budget documents (**Exhibit "B"**). The AAA reserves the right to refuse payment to Contractor or later disallow costs for any expenditure which is found to be not in compliance with, be unrelated to, or inappropriate for, program activities, which has inadequate supporting documentation, or where prior approval was required, but was either not requested or not granted.
- c. This Agreement shall be effective only in the event CDA approves funding to implement County's Aging and Adult Services Department Area Plan for fiscal year **2020-2021**.
- d. This Agreement is valid and enforceable only if sufficient funds are made available by the State Budget Act of the appropriate fiscal year for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions which may affect the provisions, terms, or funding of this Agreement in any manner.
- e. If the State Legislature or Congress does not appropriate sufficient funds for this program, this Agreement shall be amended to reflect any reduction in funds.
- f. In the event that insufficient funds are appropriated, this Agreement may be canceled at any time, by either party, by giving at least ninety (90) days prior written notice to the other party in accordance with the NOTICE provisions, herein.
- g. Program Income means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:
 - 1. Voluntary contributions received from a participant or other party for services received.
 - 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 the sale of goods created under CDA grant funds.
- h. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
- i. If, as a result of advanced non-federal funds, the funds earn interest, that interest shall be identified as income to the program and used for program expenditures. Contractor may keep interest amounts earned on advances of federal funds up to \$500 per year for Local Government Agencies and non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to AASD Accounting. [2 CFR 200.305(b)(9)] and [45 CFR Part 75.305(b)(9)]
- j. The contractor must maintain advance payments of federal awards in interest bearing accounts, unless the following apply:
 - 1. The contractor receives less than \$120,000 in federal awards per year.
 - 2. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - 3. The depository would require an average or minimum balance so high that it would

- not be feasible within the expected federal and non-federal cash resources.
4. A foreign government or banking system prohibits or precludes interest bearing accounts
- k. Upon termination, cancellation, or expiration of this Agreement, or dissolution of Contractor, Contractor shall return to AAA immediately upon written demand, any funds provided under this Agreement which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of Contractor.
 - l. Contractor's Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. It shall include, at a minimum, the following items:
 1. Direct and overhead costs.
 2. Monthly, weekly, or hourly rates, as appropriate, and all personnel classifications, together with the percentage of personnel time to be charged to this Agreement, as well as fringe benefits.
 3. Rental reimbursement items should specify the unit rate, such as the rate per square foot.
 4. If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified. Equipment/Property with a 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 Contractor's approved Budget.
 - m. Budget and budget revisions shall adhere to any other provisions contained in the CDA Program Manual(s).
 - n. Payments by AAA shall be made to Contractor in accordance with the CDA Program Manual(s) and County procedures. In the event of conflict, the provisions of the CDA Program Manual(s) shall prevail. Copies of such procedures are available through the AAA.
 - o. During the contract period, the County may advance funds based on an analysis of current cash needs. The County may advance the Contractor a total not to exceed 1/12 of the total contract amount. The AAA will recapture all monies advanced by reducing each monthly claim by an equal amount, such that all advances will be recaptured by the end of the fiscal year (June 30).
 - p. Contractor shall not use any funds under this Contract to pay the salary or expenses of any individual who is engaged in activities designed to influence legislation or appropriations pending before the Congress or the State Legislature. In addition, no funds paid to Contractor through this Agreement shall be utilized to compensate employees of the Contractor for overtime or compensatory time off, except to the extent that the Contractor is required to pay for overtime or compensatory time off, pursuant to the Fair Labor Standards Act of 1938, 29 USCS section 201, et seq. or applicable State law.
 - q. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of Contractor's direct costs, excluding in-kind contributions and nonexpendable

equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies. [2 CFR 200.414 (c)(1), (f)] [45 CFR 75.414(c)(1), (f)]. Indirect costs exceeding the 10 percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

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 direct costs.

- r. 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".
- s. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

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 CDA, between the CalHR rates and any rates the Contractor is obligated to pay under agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)] Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

- t. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR and 45 CFR 75, Subparts F- Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal 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.

6. SERVICE CONTRIBUTIONS

Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]

- a. The Contractor for any Title III or Title VII-A services shall not use means tests.
- b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.

- c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
- d. Each service provider will:
 - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - ii. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - iii. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - iv. Establish appropriate procedures to safeguard and account for all contributions.
 - v. Use all collected contributions to expand the services for which the contributions were given to supplement (not supplant) funds received under this Act.

7. PERFORMANCE STANDARDS

- a. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.
- b. Contractor shall promptly establish and maintain services in accordance with the Scope of Work (**Exhibit "A"**) and shall remain ready, willing and able to provide such services to all members of the eligible service population within its service area throughout the term of this Agreement.
- c. In the event that the service units delivered by Contractor are less than 85% of the number of service units required by the AAA, the AAA may reduce the payment of grant funds in the ensuing quarter in proportion to the reduction in the level of services delivered by Contractor. If Contractor's under performance occurs during the final quarter of the current fiscal year (April 1, 2021 to June 30, 2021), the amount of the payment reduction as calculated in accordance with this subdivision shall constitute a liability of Contractor which is payable to AAA. Should Contractor's operations cease for a period of three (3) consecutive months in any given budget year, this Agreement shall be automatically terminated. Budgeted units of service may not be adjusted during a contract period without prior written approval from AASD.
- d. Contractor shall specify the manner in which Contractor intends to satisfy the service needs of members of the eligible service population with greatest social and economic need; older individuals providing care and support to persons with mental retardation and related developmental disabilities (as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001), consistent with the requirements of Section 305(a)(2)(E) of the OAA, which assure that preference also will be given to low-income minority individuals and older individuals residing in rural areas. [OAA Section 373 (c)(2)]
- e. Contractor shall, with the consent of the older individual, or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances, which place the older individual, or the household of the older individual, in imminent danger.

- f. Contractor shall create and maintain an emergency preparedness plan and Contractor shall, when feasible and appropriate, make arrangements for the availability of services to members of the eligible service population in weather or disaster related emergencies.
- g. Contractor shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CRFC).
- h. Contractor shall create and utilize, as needed, a participant grievance policy which follows the procedures detailed in Title 22, Division 1.8, Chapter 3, Article 5, § 7400-7406 of the California Code of Regulations.
- i. Contractor shall assist participants in taking advantage of benefits under other programs.
- j. Contractor shall assure that all services funded under this Agreement are coordinated with other appropriate services in the community, to insure that these services do not constitute an unnecessary duplication of services provided by other sources.
- k. Contractor shall perform monthly surveys of eligible client population to ensure client satisfaction with menus and services performed under this Agreement

8. CAPITAL ASSET EQUIPMENT

- a. At termination or completion of this Agreement, Contractor shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or State funds, in accordance with federal, State and County procedures. If said equipment is to continue to be used to further the purpose of the Act by Contractor, said equipment shall remain with and continue to be used by Contractor subject to AAA's written consent.
- b. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- c. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. 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).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- d. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. -Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increases service capacity, and lower operating costs). Examples of

assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- e. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- f. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to the AAA annually with the Closeout, in electronic form a cumulative inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The Contractor shall use the electronic version of the Report of Property Furnished/Purchased with Agreement Funds (CDA 32) to report property, unless otherwise directed by the AAA.

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

- 1. Date acquired
 - 2. Item description (include model number)
 - 3. CDA tag number or other tag identifying it as State of California property
 - 4. Serial number (if applicable).
 - 5. Purchase cost or other basis of valuation.
 - 6. Fund source.
- g. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the AAA for all reportable property as defined in item c of this Section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until the AAA obtains approval from the State.
 - h. Contractor must remove all confidential, sensitive or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.
 - i. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify the AAA.
 - j. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

- k. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the AAA regarding the final disposition of the property.
- l. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the AAA. The AAA reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- m. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the AAA will issue specific written disposition instructions to the Contractor.
- n. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. Another State program providing the same or similar service
 - 2. Another State-funded program
- o. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the AAA. As a condition of the approval, the AAA may require reimbursement under this Agreement for its use.
- p. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

9. FACILITY CONSTRUCTION OR REPAIR

- a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and/or shall include such provisions in any applicable agreements with subcontractors:
 - 1. Copeland "Anti-Kickback" Act [18 USC 874, 40 USC 3145] [29 CFR 3].
 - 2. Davis-Bacon Act [40 USC 3141 et seq.] [29 CFR 5].
 - 3. Contract Work Hours and Safety Standards Act [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8].
 - 4. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR 60].

- b. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law.
- c. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from the AAA before making any fund or budget transfers between construction and non-construction.

10. LAWS AND REGULATIONS

- a. AAA and Contractor shall comply with the provisions of the Act, any amendments thereto, federal and State regulations now or hereafter enacted pursuant to the Act, applicable provisions of CDA's Title III / VII Program Manual and of the Sub-Grant Award conditions between CDA and County, and any other statute, regulation or guideline applicable to this program. AAA, and Contractor agree to administer this program in accordance with this Agreement and with all applicable local, State, and federal laws including, but not limited to, wages, hours of employment, and occupational safety, as well as all applicable fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement. AAA, and Contractor further agree to resolve all issues using good administrative practices and sound judgment. Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.
- b. Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to the appropriate governmental agencies.
- c. If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:
 - 1. Clean Air Act as amended [42 USC 7401]
 - 2. Federal Water Pollution Control Act as amended [33 USC 1251 et seq.]
 - 3. Environmental Protection Agency Regulations [40 CFR 29] [Executive Order 11738].
 - 4. State Contract Act [Cal. Pub. Con. Code § 10295 et seq.]
 - 5. Unruh Civil Rights Act [Cal Pub. Con Code § 2010]
- d. Contractor shall assure the CDA that it will abide by the Drug-Free Workplace Act of 1990, by signing the Drug-Free Workplace Certification, STD.21.

11. LOBBYING CERTIFICATION

Contractor, 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 Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.
- c. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including sub-grants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. This certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. 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.

12. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

- a. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:
 - 1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
 - 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - 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 (1)(b) of this certification; and
 - 4. Have not within a three (3) year period preceding this Agreement had one (1) or more public transactions (federal, State, or local) terminated for cause or default.
 - 5. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- b. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

13. NONDISCRIMINATION IN PROVIDING SERVICES AND EMPLOYMENT

- a. Contractor shall provide services to any person determined to be eligible to receive program services pursuant to the provisions of the Act unless such person is considered to be a source of disruption to other persons receiving services or is not capable of benefiting from such services.
- b. In providing services to the elderly, Contractor shall not discriminate against or deny service to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, and shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall also insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- c. Contractor shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e, et seq.), as amended by the Equal Opportunity Act of March 24, 1972, as amended (20 U.S.C. Section 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794, which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. Sections 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 43601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply.
- d. Equal Access to Federally Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964). Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d: 45 C.F.R. Part 80), which prohibits recipients of federal financial assistance from discrimination against persons based on race color, religion or national origin.
- e. Equal Access to State Funded Benefits, Programs and Activities. Contractor shall, unless exempted, ensure compliance with the requirements of Government 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)
- f. Contractor assures the County and 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 U.S.C. Section 12101, et seq.)

- g. The signatures affixed hereon shall constitute a certification, under the penalty of perjury under the laws of the State of California, that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.
- h. Proof of age or citizenship shall not be required as a condition of receiving services.
- i. Providers of Title III C programs shall annually assess the client's nutrition risk using a valid nutrition screening tool. [OAA §339(2)(J)] [OAA §207(a)(3)] This shall apply to home delivered participants.

14. IMMIGRATION REFORM AND CONTROL ACT

Contractor acknowledges that Contractor and all subcontractors hired by Contractor to perform services under this Agreement are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

15. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, Contractor shall be and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of County or CDA. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to County under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

16. TERMINATION

- a. County may terminate performance of work under this Agreement, in whole or in part, without cause, if County determines that a termination is in the County's best interest. County may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. Contractor shall submit to County/AASD a Transition Plan as specified in Section 24 of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of the Agreement shall be deemed to remain in effect and is not void.
- b. County may terminate, in whole or in part, for cause the performance of work under this Agreement. County may terminate the Agreement upon thirty (30) days written notice to

the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. Contractor shall submit to County/AASD a Transition Plan as specified in Section 24 of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
 2. A violation of the law or failure to comply with any condition of this Agreement.
 3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
 4. Failure to comply with reporting requirements.
 5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
 6. Delinquency of payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
 7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation, proceedings by or against the Contractor.
 8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 9. The commission of an act of bankruptcy.
 10. Finding of debarment or suspension. [Section 12]
 11. The Contractor's organizational structure has materially changed.
 12. County determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.
- c. After receipt of a Notice of Termination, and except as directed by County, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
 2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
 3. Terminate all subcontracts to the extent they relate to the work terminated.
 4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).
- d. Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by County, the reason for such action and, any conditions of the termination, including the date of termination.

- e. In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give County Notice of Intent to Terminate. Such notice shall be given in writing to County at least ninety (90) days prior to the proposed termination date. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The contractor shall submit a Transition Plan in accordance with Section 24 of this Agreement.

17. INFORMATION INTEGRITY AND SECURITY (FORMERLY CONFIDENTIALITY)

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

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

1. Reports
 2. Notes
 3. Forms
 4. Computers, laptops, cellphones, printers, scanners
 5. Network (LAN, WAN, WI-FI) servers, switches, routers
 6. Storage media, hard drives, flash drives, cloud storage
 7. Data, applications, databases
- b. 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 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. 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.
 - d. "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.
 - e. 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.
 - f. 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.

- g. 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 the County without prior written authorization from the County. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- h. 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.
- i. The Contractor agrees to comply with the privacy and security requirements of Health Insurance Portability and Accountability Act ("HIPAA") ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA. Business Associate Addendum (**Exhibit "D"**), is attached hereto and incorporated herein by this reference.
- j. The Contractor's 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.
- k. The Contractor must maintain certificates of completion on file and provide them to the County or the CDA upon request.
- l. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.
- m. Notice must be given by the Contractor, and/or its Subcontractor/Vendors to anyone whose PCSI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
- n. The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.
- o. The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, shall ensure that its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.
- p. The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

18. COPYRIGHTS AND RIGHTS IN DATA

- a. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section e of this Article.
- b. The Contractor may request permission to copyright material by writing to the Director of County, who may then submit a request to the Director of CDA. The Director of CDA shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
- c. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
- d. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- e. The Contractor shall not publish or transfer any materials, as defined in paragraph f below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by County. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- f. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
- g. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

19. LICENSES

Contractor and its personnel shall obtain and maintain, during the term of this Agreement, all appropriate licenses, permits and certificates required by all applicable local, State, and/or federal laws, regulations, guidelines, and directives for the operation of its facility and for the provision of services hereunder.

20. REPORTS, RECORDS AND AUDITS

- a. Reports: Contractor shall submit informational reports as required by CDA or AAA

concerning program and fiscal activities. The reports will be submitted in a format (electronic and/or written), as required by the CDA or AAA. Periodic reports will be required identifying and tracking unmet needs for the nutrition program (congregate and home delivered) and projected costs associated in addressing these unmet needs.

- b. Program Records: Contractor shall maintain adequate program records of services provided in sufficient detail to permit an evaluation of services and accountability of expenditures. All program records shall be retained for a minimum of five years following expiration or termination of this Agreement, or until County, CDA, State and/or federal audit findings applicable to such services are fully resolved, whichever is later. All program records shall be retained by Contractor at its address as set forth herein and during such retention period shall be made available at reasonable times to authorized CDA, AAA, or other federal, State or local representatives for the purposes of project review and/or fiscal audit. In addition to requirements set forth under this paragraph, Contractor shall comply with any additional project report requirements of CDA or AAA.
- c. Financial Records: Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles and the procedures set out by the CDA. Entries in all financial records shall identify and track the categorical sources of revenue and income for the purposes of which each is intended as identified in the Budget (**Exhibit "B"**). Such records shall also identify all costs by each category of program activity by each line item identified on said budget. All financial records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, utilization records, subsidiary ledgers and journals, appointment logs, etc.). Any apportionment of costs shall be made in accordance with the provisions of CDA's Title III/VII Program Manual and the Fiscal Management Manual for AAA Service Providers. All financial records shall be retained for a minimum of five years following expiration or termination of this Agreement or until CDA and all other federal and State audit findings are fully resolved, whichever is later. All financial records shall be retained by Contractor at its address as set forth herein and during such retention period shall be made available at reasonable times to authorized CDA or other State or federal representatives for the purpose of inspection or audit.
- d. Preservation of Records: Within forty-eight (48) hours after Contractor's facility is closed or Contractor discontinues operations, Contractor shall notify AAA in writing and make arrangements for the preservation of the project and financial records in accordance with subsections b and c, above.
- e. Audit Reports: Contractor agrees to participate in the single audit required of the Contractor in accordance with Public Law 104-156, and Office of Management and Budget [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] and all other federal and State requirements. The specific requirements for documentation may be obtained from AAA upon request. If CONTRACTOR obtains audits for their agencies, they shall provide AAA with two (2) copies of their audit. Copies of the completed audit shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine months after the end of the audit period. CONTRACTOR shall permit CDA and COUNTY, access to all audit reports and work papers of independent auditors of CONTRACTOR and subcontractors. CDA and COUNTY shall have the option to perform audits and/or additional work as needed. Audits to be performed shall be, minimally, financial and compliance audits and may include economy and efficiency and/or program results audits.

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

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

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041 Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3)

93.042 Special Programs for the Aging-Title III B & VII-A, Chapter 2
Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2)

93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)

93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)

93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C)

93.052 National Family Caregiver Support Program-Title III, Part E

93.053 Nutrition Services Incentive Program

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75, Requirements], Audits of States, Local Governments, 45 CFR 75 Appendix V to part 75 F. 1 and Non Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.).

- f. Financial Closeout Reports: Contractor shall provide AAA with two copies of an annual Closeout Report within fifteen (15) days following the fiscal year end. Attached to each Closeout Report shall be a financial statement and a reconciliation of the Profit and Loss

Statement to the Closeout report The Closeout Report shall be prepared in a form acceptable to AAA.

- g. Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, employee salary and benefits records, contracts, agreements, letters of agreement, insurance documentation, Memoranda and/or Letters of Understanding and patient records, Financial Closeout Report to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with support documentation, and electronic files) of its activities and expenditures hereunder and shall make all records pertaining to this Agreement available for inspection and audit by the AAA and the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by Contractor; (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the CDA's Audit Branch, or (2) for such longer period, if any, as is required by applicable statute or by any other clause of this Agreement.
- h. 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 earlier in this Agreement.
- i. 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 AAA.
- j. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by AAA under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by AAA during the audit resolution process.
- k. Contractor agrees that the CDA shall have the right to review, obtain, and copy all records pertaining to the administrative, fiscal and program performance under this Agreement. Contractor agrees to provide CDA with any relevant information requested and shall permit CDA access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code section 8546.7, et seq. Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement.
- l. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and subcontractors under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to AAA, who will provide notice to Contractor. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized

representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

- m. Contractor shall submit informational reports as required by the California Department of Aging (CDA) or County concerning program and fiscal activities. Reports shall be submitted in a format, (electronic and/or written) as required by the CDA or AAA. Contractor shall prepare and submit to the County by the 20th of the month a Claim for Payment, Revenue and Expense Report, and all back up pertaining to Revenue and Expenditures for the previous month's activity. By the 15th of each month all-previous month's statistical information is to be submitted to the AAA in the required format.
- n. If during the term of this Agreement, the total funds awarded equal or exceed \$10,000, Contractor agrees to be subject to the examination and audit by the Bureau of State Audits for a period of three (3) years after final payment under this Agreement.
- o. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.
- p. DUNS Number and Related Information
 1. The DUNS number must be provided to County prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
 2. The Contractor must register the DUNS number and maintain an "Active" status within the federal system for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
 3. If County cannot access or verify "Active" status the Contractor's DUNS information, which is related to this Agreement on the Federal Funding Accountability and Transparency Act Sub Award Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

21. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the State and County, their agents, officers and employees, volunteers and authorized representatives from and against all suits, claims, actions, proceedings, demands, liability, costs and charges, legal expenses and other costs in the form of damages or penalties levied against the County, or any of its agents, officers, directors and employees in any way caused by the Contractor, or any person acting for or on Contractor's behalf, occasioned by the operations which are the subject of this Agreement.

22. CHOICE OF LAW/VENUE

The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

23. REMEDIES

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

24. TRANSITION PLAN

- a. The Contractor shall submit a transition plan to the County/AASD within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Section 16 of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the County/AASD and shall at a minimum include the following:
 - 1. A description of how clients will be notified about the change in their service provider.
 - 2. A plan to communicate with other organizations that can assist in locating alternative services.
 - 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 - 4. A plan to transfer any confidential medical and client records to the County.
 - 5. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 - 6. A plan for adequate staff to provide continued care through the remaining term of the agreement.
 - 7. A full inventory and plan to dispose of, transfer, or return to the County all equipment purchased during the entire operation of the Agreement.
 - 8. Additional information as necessary to effect a safe transition of clients to other community service providers.
- b. The Contractor shall implement the transition plan as approved by the County. The County will monitor the Contractor's progress in carrying out all elements of the transition plan.
- c. If the Contractor fails to provide and implement the transition plan as required under this Agreement, the Contractor will implement a transition plan submitted by County to the Contractor following the Notice of Termination.

25. SEVERABILITY

Should any part, term portion or provision of this Agreement be finally decided to be in conflict with any law or the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

26. INSURANCE

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not

perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the Department's Contract Coordinator. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Contractor shall promptly deliver to the Department's Contract Coordinator a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the Department's Contract Coordinator not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

- a. Workers' Compensation and Employers Liability Insurance Requirement in the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Contractor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. Liability Insurance Requirements:

- (1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (2) The Commercial General Liability and Automobile Liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
 - (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage

unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

- f. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Contractor's personnel deliver or perform services for the County while on County property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

27. FIDELITY BOND

- a. All of Contractor's officers, employees and agents handling or having access to funds (other than petty cash) received or disbursed by Contractor pursuant to this agreement shall be covered by a blanket fidelity bond in an amount not less than \$10,000 for each officer, employee and agent. Contractor shall notify in writing County's Aging and Adult Services Department if the bond is canceled or reduced, in which event the County may withhold further payment until proper coverage has been obtained.
- b. In instances where Contractor is a public agency and wishes to meet the Blanket fidelity Bond requirements by self-bonding or wishes to have the bond requirement waived by County, County shall be provided with detailed documentation of Contractor's provisions for coverage or rationale for requesting a waiver. Decisions regarding the adequacy of self-bonding or whether to grant a waiver of this requirement shall be made by the Director of the Aging and Adult Services Department in consultation with County's Risk Management Manager.

28. INTEGRATION

The body of this Agreement, together with the exhibits attached hereto, and specifically referenced materials, express the entire understanding of the parties with respect to this

Agreement. Amendments to this Agreement shall be formally approved and executed in writing by the parties hereto prior to becoming effective.

29. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Section 1090, et seq., and Section 87100, et seq. of the Government code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100, et seq. during the term of this Agreement.

30. BUDGET REVISION

Internal budget revisions (Revisions to **Exhibit "B"**), which reflect a change in funding between the programs funded with the Older Americans Act Grant, but not a change in the total amount of the Older Americans Act Grant as provided in paragraph 5.a. above, may only be made administratively by the written consent of the Director of the County's AAA and the Contractor. Such budget changes and revisions shall not be retroactive.

31. AMENDMENTS

No revisions, waivers, or modifications of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of each of the parties.

32. NOTICE

All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided below.

To COUNTY:

Director
Kern County
Aging & Adult Services Department
5357 Truxtun Avenue
Bakersfield, CA 93309

To Contractor:

**Board Chair
Bakersfield Senior Center, Inc.
530 4th Street
Bakersfield, CA 93304**

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

APPROVED AS TO CONTENT:
Aging and Adult Services Department

COUNTY OF KERN

By: Lito Morillo
Lito Morillo, Director

By: _____
Chairman, Board of Supervisors

Date: 10/6/2020

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel

BAKERSFIELD SENIOR CENTER, INC.

By: Bryan Walters
Bryan Walters, Deputy County Counsel

By: Harlan Hunter
Board Chair

Date: 10/6/2020

Date: 10/6/2020

"CONTRACTOR"

EXHIBIT "A"

**Scope of Work
9 MONTH PROGRAM
OCTOBER 1, 2020 THROUGH JUNE 30, 2021
FY 2020-2021
DUNS NUMBER: 168679181**

PROVIDER

Bakersfield Senior Center
DUNS NUMBER: 168679181

SERVICE TO BE PROVIDED

Congregate Nutrition Services are provided in a group setting and consist of the procurement, preparation and the serving of meals, as well as nutrition education and counseling. Bakersfield Senior Center (BSC) shall provide a hot or other appropriate meal on each of the five weekdays, with the exception of County holidays. Each meal shall provide a minimum of one-third of the Daily Recommended Dietary Allowances (RDA). A unit of service is one meal served.

In the event that BSC is unable to provide Congregate nutrition services as required, Area Aging Agency (AAA) Kern County Aging and Adults Services, shall be notified at the earliest opportunity. If BSC chooses not to provide Congregate nutrition services on any particular day of the year as required, AAA shall be notified 72 hours in advance of the date that the required services will not be provided and BSC shall make provisions with a sub-contractor to provide the required services. If BSC is unable to find a subcontractor to deliver the required services, a prorated share of the total contract amount will be withheld for each day that required services are not provided.

The companionship provided to our congregate clients is critical to reducing isolation, just having this nutritious meal, is vitally important to health and quality of life. Seniors attending a congregate nutrition program facility, have a daily opportunity for socialization with their peers, which prevents isolation.

The Congregate nutrition meals are essential to keeping seniors from readmission and costly nursing facilities and hospitals, thus saving what has been estimated to be billions of dollars in Medicare and Medicaid expenses.

Set-up for congregate meals will begin approximately 90 minutes prior to mealtime. The Senior Nutrition Lunch will be served from 11:45-12:15pm Monday through Friday, and closed on County holidays. Clean-up and set-up of congregate meal area will be performed by staff and volunteers. Staff and volunteers will continue to receive training in First Aid, Earthquake Preparedness, Red Cross emergency procedures in

accordance with California Code of Regulations. A daily volunteer list will be created to maximize the involvement of participants who desire to play an active role in the program.

BSC will seek input from program participants during nutrition lunch time, telephone calls, outreach programs, webinars, and meetings held by community organizations and agencies, as well as local churches. The information will be used to monitor, evaluate and improve the nutrition services to participants. BSC's Outreach program enlists the assistance of his board members, and volunteers who live in and outside of this community to assess the needs of its eligible population.

Since Friday, February 7, 2020, we will serve a Senior Nutritional Breakfast from 9:15-9:45am every other Friday. COVID19 has changed how we do business; we are now offering seniors and the community the Nutritional Breakfast with lunch from 11:30am – 12:00noon drive-by pickup only; the is \$2 giving them three (3) breakfast options.

Every other Friday, a Senior Nutrition Dinner will be offered to seniors in the community between 1:30-2pm for take-out only, it will help with malnutrition and those that don't have means of getting an evening meal, it will not be served in the dining hall. We now offer Senior Nutrition Frozen Dinner meals to the seniors and community who are food insecure or who don't have the means to cook. We will continue to observe the same County holidays and Winter recess.

MANAGEMENT/STAFFING SUMMARY

Bakersfield Senior Center is governed by a six (6) member volunteer board representing a cross section of the local community. All six (6) board members are participating clients of BSC with varied backgrounds. The 2019-20 Board consist of retirees, LVN, a Associate Professor at Bakersfield Junior College, School Administrators, Wealth Builder, Plumbing Business Owner, and Entrepreneurs. The involvement of service recipients on the board reflects the center's belief in participatory governance. In addition to the board and volunteers, the following staff personnel will administer this program:

Executive Director – has the responsibility for the oversight of the day-to-day events, and activities of the organization, finances and nutrition program. Promotes the organization and organizes services that provide direction for the future of the organization. Collaborate with other agencies to provide presentations, education, food and safety demonstrations, Health Fairs, events observing state, and national holidays within the facility. Currently has six and ½ (6 1/2) years' experience managing food services at Bakersfield Senior Center and over 45 years of personnel management, and customer service. She is a graduate of the Joseph Business School, Whittier CA.

Food Coordinator/Supervisor – oversees the meal preparation in accordance with California Code of Regulations in food safety, prevention of food borne illness and HACCP principles. Designs month menus for congregate meals, maintain inventory,

possesses the ability to work safely and provides training to kitchen staff and volunteers. The Food Coordinator Supervisor is scheduled to take the ServSafe Food Managers Course.

Nutrition Data Clerk - records and track lunch meals served, maintain data file on all persons being served using Harmony software and all other data required by County and HUD funding agencies. Secure and maintain confidentiality of congregates records.

Registered Dietitian - provides oversight of nutrition services and ensures that all meals meet the nutritional guidelines. The registered dietitian trains staff and congregates in nutritional counseling, food storage safety, food & medication Tango and education.

Cook 1, Cook 2 & Cook 3 – prepares meals in accordance with dietitian menus and coordinates with the registered dietitian, daily RDA and caloric range of meals provided. Provide on the-job food preparation, cooking and inventory of the business and for staff and volunteers.

Program Account Clerk - responsible for recording financial transactions, expenditures, and maintaining financial journals and ledger records. Prepares financials, reports, balance sheets, reconciling bank accounts mandated by funders in accordance with the budget. Prepares financials and other reports as mandated by KCAASD and in accordance with the budget.

Receptionist - maintains and keep records on congregate meal participants using Harmony software. Duties include answering phones, handling mail and all correspondence; responds to congregates and potential clients' questions about program services and maintains monthly calendar of all events and activities at BSC. Secure and maintain confidentiality of congregates records.

Maintenance (2) - provides maintenance to BSC facility including BSC Dining Hall before the Senior Nutrition Lunch program is served. Order janitorial supplies and minimum repairs when needed. They are also utilized as drivers for our Meals on Wheels program.

DESCRIPTION OF SERVICE DELIVERY

Describe service(s) to be performed under the Congregate Nutrition Program.

BSC will provide one hot meal five weekdays per week, except county holidays. Meals will meet the minimum of one-third (1/3) of the Recommended Dietary Allowances. These meals will be served in a congregate style group setting that provides socialization and economic value to each congregate. These meals also enable independence and improve the health of our nation's most vulnerable.

Congregate lunch meals will be served during COVID19 Restrictions at BSC from 11:15 a.m. to 12:00 p.m., drive-by pickup only. Congregate breakfast meals during COVID19 Restrictions during the lunch meal from 11:15am-12pm, and once we resume it will be served at BSC from 9:15 am to 9:45 am, every other Friday. Dinner meals will be takeout

only from 1:30 to 2pm, every other Wednesday and Friday. During COVID19 Restrictions we will offer Shelf stable meals, Hot or Frozen Dinner Meals at a cost of \$3, and Frozen Breakfast meals at a cost of \$2 by drive-by pickup only. The three (3) cooks, who meet the California Code of Regulations, will perform the primary duties for meal preparation along with volunteers.

Set up for serving of congregate meals will begin approximately 90 minutes prior to mealtime. Set-up and clean-up of congregate meal area will be performed by BSC maintenance staff, kitchen staff and volunteers. Staff and volunteers will receive training in first aid, choking, earthquake preparedness, and other emergency procedures in accordance with California Code of Regulations. A daily volunteer list will be created to maximize the involvement of service recipients who desire to play an active role in the program (e.g. serving meals).

SERVICE AVAILABILITY

The Senior Nutrition Lunch Program is served five (5) days a week, Monday through Friday, from 11:45 a.m. - 12:15 p.m., and closed all County Holidays. The Senior Nutritional Breakfast is served twice a week, on Fridays, from 9:15-9:45am. The Senior Nutrition Dinner is served twice a week, Wednesday & Friday from 1:30-2pm for take-out only. These meals will be served by 3 staff members and 4 volunteers, and two (2) maintenance personnel which will clean the dining room before the congregates have eaten and volunteers will clear the dining room. During COVID19 Restrictions these services are available only by drive-by pickup Monday through Friday from 11:15-12noon.

CLIENTS SERVED

Individuals who participate in the nutrition program are at least 60 years of age. In accordance with California Code of Regulations Division of Aging (CCR-DA) the following requirement will be used to determine eligibility of congregate meals: any older individual, the spouse of any older individual; a person with a disability, under the age of sixty (60) who resides in housing facilities occupied primarily by older individuals; and, a disabled individual who resides at home with and accompanies an older individual who participates in the breakfast, lunch and dinner Nutrition Program.

Each congregate is given the opportunity to voluntarily contribute toward the cost of the meal, without prejudice, which is done in a private and confidential manner. Any client that does not contribute toward the cost of the services received shall not be denied service. BSC has established appropriate procedures to safeguard and account for all contributions. These collected contributions will be used to expand the services for which the contributions were given to supplement funds received under Title III.

Bakersfield Senior Center serves clients that are seniors, elderly, homeless, and disabled person who are low income with an average age of seventy-five (75). Approximately sixty

percent (60%) of the clients who participate in the congregate nutrition program are physically and/or mentally challenged.

UNIT MEASUREMENT OF SERVICE

Units of Service: One Meal

UNITS OF SERVICE TO BE PROVIDED

of Congregate Meals

One (1) lunch meal will be served to each congregate at BSC **nine (9) months** of this fiscal year, beginning **October 1, 2020 through June 30, 2021 which will be 11,789 meals.**

UNDUPLICATED UNITS OF SERVICE TO BE PROVIDED

List the unduplicated number of clients to be served during the contract period

BSC will service at least one (1) lunch meal to 15,760 during the contract period of July 1, 2020 through June 30, 2021.

GEOGRAPHIC AREA(S) OF SERVICE

Bakersfield Senior Center will serve persons 60 years and over which has an estimated population of 30,492 in **SA3, the Central and S. Central Bakersfield area as presented by the following census tracts:** 19.01, 19.02, 20 21, 26, 27, 28.12, 28.13, 28.14, 28.15, 29, 30. This information was taken from www.quickfacts.census.gov Bakersfield, CA 2013 census.

OFFICE LOCATION AND HOURS OF OPERATION

Bakersfield Senior Center's hours of operation:

Administration Office Hours

Monday - Thursday

8:00 a.m. 12 noon 1:00 pm- 3:00 p.m.

Closed 12:00 pm – 1:00 pm During Lunch

COVID19 Hours 8-2pm

Closed All County Holidays

BSC Dining Facility Hours – **COVID19 Restrictions – Dining Hall closed**

Monday – Friday

9:00 a.m. - 3:00 p.m.

COVID19 hours 9-2p

Closed All County Holidays

One Location:

Bakersfield Senior Center

530 4th Street

Bakersfield CA 93304

(661) 325-1113 Office

(661) 325-8385 Fax

EXHIBIT B

BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES

9 MONTH

SERVICE PROVIDER : BAKERSFIELD SENIOR CENTER, INC
 ADDRESS : 530 4TH STREET, BAKERSFIELD, CA 93304

PROJECT PERIOD: FY 2020/21

SUMMARY OF EXPENDITURES

| COST CATEGORY | BUDGET | CASH | MEALS | | ADMINISTRATION | | DELIVERY | | OTHER COSTS | | ONE-TIME ONLY (cash) | TOTAL BUDGETED | |
|---------------------------|--------|--------|---------|---------|----------------|---------|----------|---------|-------------|---------|----------------------|----------------|---------|
| | | | IN-KIND | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | | CASH | IN-KIND |
| PERSONNEL | 33,492 | 33,492 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 33,492 | 0 |
| TRAVEL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRAINING | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| EQUIPMENT | 6,000 | 6,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6,000 | 0 |
| FOOD COSTS | 27,495 | 27,495 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 27,495 | 0 |
| CONSULTANTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER COSTS | 20,693 | 20,693 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20,693 | 0 |
| NUTRITION EDUCATION | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| INDIRECT EXPENSES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL DIRECT COSTS | 87,680 | 87,680 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 87,680 | 0 |
| TOTAL ALL COSTS | 87,680 | 87,680 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 87,680 | 0 |
| UNITS OF SERVICE | 11,820 | | | | | | | | | | | | |
| COST PER UNIT | 7.42 | 7.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7.42 | 0.00 |
| RULES - OUT OF BALANCE BY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

SUMMARY OF RESOURCES

| RESOURCE CATEGORY | BUDGET | CASH | MEALS | | ADMINISTRATION | | DELIVERY | | OTHER COSTS | | ONE-TIME ONLY (cash) | TOTAL BUDGETED | |
|-------------------------|--------|--------|---------|---------|----------------|---------|----------|---------|-------------|---------|----------------------|----------------|---------|
| | | | IN-KIND | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | | CASH | IN-KIND |
| TOTAL ALL RESOURCES | 87,680 | 87,680 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 87,680 | 0 |
| PROJECT INCOME CURRENT | 20,700 | 20,700 | | | | | | | | | 0 | 20,700 | 0 |
| NSIP FUNDS | 5,146 | 5,146 | | | 0 | | 0 | | 0 | | 0 | 5,146 | 0 |
| NON MATCH | 0 | 0 | | | 0 | | 0 | | 0 | | 0 | 0 | 0 |
| MATCH | 0 | 0 | | | 0 | | 0 | | 0 | | 0 | 0 | 0 |
| COUNTY GRANT AWARD | 14,582 | 14,582 | | | 0 | | 0 | | 0 | | 0 | 14,582 | 0 |
| STATE GRANT AWARD | 11,560 | 11,560 | | | 0 | | 0 | | 0 | | 0 | 11,560 | 0 |
| SPECIAL NUTRITION FUNDS | 0 | 0 | | | 0 | | 0 | | 0 | | 0 | 0 | 0 |
| FEDERAL GRANT AWARD | 35,692 | 35,692 | | | 0 | | 0 | | 0 | | 0 | 35,692 | 0 |
| TOTAL GRANT AWARD | 66,980 | | | | | | | | | | 0 | | |
| TOTAL MEALS | | | | | | | | | | | 11,820 | | |
| SENIOR MEALS | | | | | | | | | | | 11,820 | | |
| AVE DONATION/MEAL | | | | | | | | | | | 52.00 | | |
| TOTAL DONATIONS | | | | | | | | | | | \$23,640 | | |

AUTHORIZED SIGNATURE

DATE

PRINT NAME AND TITLE

EXHIBIT B

BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES
 ALLOCATION OF CONTRIBUTIONS TO PROGRAM ACTIVITIES

9 MONTH

SERVICE PROVIDER : BAKERSFIELD SENIOR CENTER, INC

ADDRESS : 530 4TH STREET, BAKERSFIELD, CA 93304

PROJECT PERIOD: FY 2020/21

NON-MATCHING CONTRIBUTIONS

| SOURCE OF CONTRIBUTIONS | BUDGET | MEALS | | ADMINISTRATION | | DELIVERY | | OTHER COSTS | |
|-------------------------|----------|----------|----------|----------------|----------|----------|----------|-------------|----------|
| | | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND |
| VOLUNTEERS (IN-KIND) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CITY CONTRIBUTIONS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FUNDRAISING | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

MATCHING CONTRIBUTIONS

| SOURCE OF CONTRIBUTIONS | BUDGET | MEALS | | ADMINISTRATION | | DELIVERY | | OTHER COSTS | |
|-------------------------|---------------|---------------|----------|----------------|----------|----------|----------|-------------|----------|
| | | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND |
| VOLUNTEERS (IN-KIND) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MATCHING CONTRIBUTIONS | 20,693 | 20,693 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 20,693 | 20,693 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

EXHIBIT B

BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES

BUDGET III C-1 MANAGEMENT INFORMATION DATA

9 MONTH

SERVICE PROVIDER : BAKERSFIELD SENIOR CENTER, INC

ADDRESS : 530 4TH STREET, BAKERSFIELD, CA 93304

PROJECT PERIOD: FY 2020/21

| ELIGIBLE MEALS | PERCENT BY RESOURCES | COST PER SENIOR MEAL | COST PER MEAL |
|-------------------------------|----------------------|------------------------------------|---------------|
| NUMBER OF SERVING DAYS | 270. | PROJECT INCOME | 0.0% |
| NUMBER OF SENIOR MEALS | 15760. | NSIP FUNDS | 7.7% |
| SENIOR MEALS 7/1 - 9/30 | 4650. | NON-MATCH | 0.0% |
| SENIOR MEALS 10/1 - 6/30 | 11110. | MATCH | 0.0% |
| | | COUNTY GRANT AWARD | 21.8% |
| | | STATE GRANT AWARD | 0.0% |
| | | FEDERAL GRANT AWARD | 53.3% |
| | | TOTAL RESOURCES | 82.7% |
| MISCELLANEOUS DATA | | ACTIVITY COSTS AS PERCENT OF TOTAL | |
| NUMBER OF SITES | 1. | MEALS COST | 0.0% |
| NUMBER OF PAID PERSONNEL | 9. | PROGRAM MANAGEMENT COSTS | 0.0% |
| NUMBER OF IN-KIND PERSONNEL | 4. | DELIVERY | 0.0% |
| NO. OF MEAL PREPARATION SITES | 1 | OTHER COSTS | 0.0% |
| | | ONE-TIME-ONLY COSTS | 0.0% |
| | | TOTAL COSTS | 0.0% |
| | | ONE-TIME-ONLY COSTS | \$0.000 |
| | | TOTAL PROJECT COSTS | \$0.000 |
| | | GRANT SHARE OF COSTS | \$5,667 |

EXHIBIT B

**BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES
TRAVEL, TRAINING AND EQUIPMENT**

9 MONTH

SERVICE PROVIDER : BAKERSFIELD SENIOR CENTER, INC

ADDRESS : 530 4TH STREET, BAKERSFIELD, CA 93304

PROJECT PERIOD: FY 2020/21

ESTIMATED EXPENDITURES

BY SERVICE ACTIVITY AND RESOURCE

| | BUDGET | MEALS | | ADMINISTRATION | | DELIVERY | | OTHER COSTS | | ONE-TIME ONLY (cash) |
|---|--------|-------|---------|----------------|---------|----------|---------|-------------|---------|----------------------|
| | | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | |
| TRAVEL AND TRAINING | | | | | | | | | | |
| STAFF TRAVEL | | | | | | | | | | |
| MILEAGE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| COMMERCIAL TRAVEL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MEALS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| LODGING | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRAVEL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL TRAVEL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| STAFF TRAINING | | | | | | | | | | |
| SERBATE FOOD PROTECTION MANAGER CERTIFICATE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL TRAINING | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| EQUIPMENT EXPENDABLE | BUDGET | MEALS | | ADMINISTRATION | | DELIVERY | | OTHER COSTS | | ONE-TIME ONLY (cash) |
|------------------------------|--------|-------|---------|----------------|---------|----------|---------|-------------|---------|----------------------|
| | | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | |
| DO NOT ENTER SUPPLIES | | | | | | | | | | |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NON-EXPENDABLE | | | | | | | | | | |
| KITCHEN | 6,000 | 6,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL EQUIPMENT COSTS | 6,000 | 6,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

EXHIBIT B

**BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES
FOOD, CONSULTANTS AND OTHER EXPENSES**

9 MONTH

SERVICE PROVIDER : BAKERSFIELD SENIOR CENTER, INC

ADDRESS: 530 4TH STREET, BAKERSFIELD, CA 93304

PROJECT PERIOD: FY 2020/21

ESTIMATED EXPENDITURES

BY SERVICE ACTIVITY AND RESOURCE

| | BUDGET | MEALS | | ADMINISTRATION | | DELIVERY | | OTHER COSTS | | ONE-TIME ONLY (cash) |
|-----------------------|---------------|---------------|----------|----------------|----------|----------|----------|-------------|----------|----------------------|
| | | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | |
| RAW FOOD COSTS | 27,495 | 27,495 | 0 | | | | | | | 0 |
| RAW FOOD | 0 | 0 | 0 | | | | | | | 0 |
| | 0 | 0 | 0 | | | | | | | 0 |
| TOTAL RAW FOOD | 27,495 | 27,495 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | BUDGET | MEALS | | ADMINISTRATION | | DELIVERY | | OTHER COSTS | | ONE-TIME ONLY (cash) |
|-----------------------------------|----------|----------|----------|----------------|----------|----------|----------|-------------|----------|----------------------|
| | | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | |
| CONSULTANTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| DIETITIAN | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL CONSULTANTS SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

OTHER SERVICES AND SUPPLIES

| | BUDGET | MEALS | | ADMINISTRATION | | DELIVERY | | OTHER COSTS | | ONE-TIME ONLY (cash) |
|--------------------------|----------|----------|----------|----------------|----------|----------|----------|-------------|----------|----------------------|
| | | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | |
| SPACE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL SPACE COSTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TELEPHONE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| UTILITIES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FOOD SERVICE SUPPLIES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OFFICE SUPPLIES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER SUPPLIES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PRINTING SUPPLIES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

EXHIBIT B

**BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES
OTHER EXPENSES**

OTHER EXPENSES

9 MONTH

SERVICE PROVIDER : BAKERSFIELD SENIOR CENTER, INC

ADDRESS : 530 4TH STREET, BAKERSFIELD, CA 93304

PROJECT PERIOD: FY 2020/21

ESTIMATED EXPENDITURES

| | BUDGET | MEALS | | ADMINISTRATION | | DELIVERY | | OTHER COSTS | | ONE-TIME PMT Y (cash) |
|-----------------------------|--------|-------|---------|----------------|---------|----------|---------|-------------|---------|--------------------------|
| | | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | |
| OTHER EXPENSES | | | | | | | | | | |
| EQUIPMENT RENTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| USE ALLOWANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL USE ALLOWANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| REPAIR & MAINT. - SPACE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| REPAIR & MAINT - VEHICLE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| REPAIR & MAINT - OTHER | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| VEHICLE OPERATION | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MEMBERSHIPS & SUBSCRIPTIONS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OUTSIDE SERVICES | | | | | | | | | | |
| GARDENING SERVICE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL OUTSIDE SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ACCOUNTING SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| AUDIT COSTS | | | | | | | | | | |
| PRIVATE AUDIT FIRM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL AUDIT COSTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

EXHIBIT B

BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES
OTHER EXPENSES

OTHER EXPENSES

9 MONTH

SERVICE PROVIDER : BAKERSFIELD SENIOR CENTER, INC

ADDRESS: 530 4TH STREET, BAKERSFIELD, CA 93304

PROJECT PERIOD: FY 2020/21

ESTIMATED EXPENDITURES

| OTHER EXPENSES | BUDGET | MEALS | | BY SERVICE ACTIVITY AND RESOURCE | | DELIVERY | | OTHER COSTS | | ONE-TIME |
|--|---------------|---------------|----------|----------------------------------|----------|----------|----------|-------------|----------|--------------|
| | | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | CASH | IN-KIND | PRNLY (cash) |
| VOLUNTEER EXPENDITURES | | | | | | | | | | |
| MILEAGE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MEALS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL VOLUNTEER EXPENSES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| INSURANCE | | | | | | | | | | |
| P. L. & P. D. | 20,693 | 20,693 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| VEHICLE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL INSURANCE | 20,693 | 20,693 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ALLOCATED OVERHEAD | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TAXES & LICENSES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ADVERTISING | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| LEGAL SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER COSTS | | | | | | | | | | |
| CONFERENCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WORKLOGIC HR SOLUTIONS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL OTHER COSTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL OTHER EXPENSES | 20,693 | 20,693 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| INDIRECT EXPENSES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL INDIRECT COSTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NUTRITION EDUCATION | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL NUTRITION EDUCATION COSTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL BUDGETED COSTS | 87,680 | 87,680 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

EXHIBIT "C"

COMMUNITY FOCAL POINTS LIST

| | |
|---|---|
| Arvin Senior Center 800 Walnut Drive Arvin, CA 93203 | East Niles Senior Center 6601 East Niles Street Bakersfield, CA 93306 |
| Bakersfield Community House 2020 "R" Street Bakersfield, CA 93301 | Greenacres Community Center 2014 Calloway Drive Bakersfield, CA 93312 |
| Bakersfield Senior Center 530 Fourth Street Bakersfield, CA 93304 | Ben Austin Senior Center 1751 McKee Road Bakersfield, CA 93307 |
| California City Senior Center 10221 Heather Avenue California City, CA 93505 | Inyokern Nutrition Site 1247 Broadway Inyokern, CA 93527 |
| Delano Community Senior Center 925 Ellington Street Delano, CA 93215 | Kern River Valley Senior Center 6409 Lake Isabella Blvd Lake Isabella, CA 93240 |
| Lamont Community Center 10300 San Diego Street Lamont, CA 93241 | Hummel Hall Senior Center 2500 West 20 th Street Rosamond, CA 93560 |
| McFarland Senior Center 100 S. Second Street McFarland, CA 93250 | W. C. Walker Senior Center 505 Sunset Avenue Shafter, CA 93263 |
| Rasmussen Senior Center 115 East Roberts Lane Bakersfield, CA 93308 | Taft Senior Center 500 Cascade Avenue Taft, CA 93268 |
| Richard Prado Senior Center 2101 Ridge Road Bakersfield, CA 93305 | Tehachapi Senior Center 500 East "F" Street Tehachapi, CA 93561 |
| Ridgecrest Senior Center 125 South Warner Ridgecrest, CA 93555 | Wasco Senior Center 1280 Poplar Street Wasco, CA 93280 |
| Kern County Aging and Adult Service 5357 Truxtun Avenue Bakersfield, CA 93309 | |

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") to which it is attached by and between County of Kern, by and through the Department of Aging and Adult Services ("Department") and **BAKERSFIELD SENIOR CENTER, INC.** ("BA"). This Addendum is effective as of the effective date of the Contract.

RECITALS

- A. Department wishes to disclose certain information, some of which may constitute Protected Health Information ("PHI") (defined below), to BA pursuant to the terms of the Contract.
- B. Department and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Department to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103,

EXHIBIT "D"

and in reference to the party to this agreement, shall mean
BAKERSFIELD SENIOR CENTER, INC.

- (b) Covered Entity. "Covered Entity" of "CE" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Kern County Department of Aging and Adult Services.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- (e) **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164 (Subparts A and E).

2. **Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

EXHIBIT "D"

- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the attached Agreement
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further

EXHIBIT "D"

disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.
- (d) **Reporting of Improper Access, Use or Disclosure.** BA shall report to Department in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- (e) **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D); 45 C.F.R. § 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(1)).

EXHIBIT "D"

- (f) **Amendment of PHI.** If applicable within ten (10) days of receipt of a request from Department for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to Department for amendment and incorporate any such amendment to enable Department to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors. BA must notify Department in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of Department [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- (g) **Accounting Rights.** Within ten (10) days of notice by Department of a request for an accounting of disclosures of Protected Information BA and its agents or subcontractors shall make available to Department the information required to provide an accounting of disclosures to enable Department to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Department. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to Department in writing. It shall be Department's responsibility to prepare and deliver any such accounting requested BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

EXHIBIT "D"

- (h) **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Department and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to Department a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- (i) **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- (j) **Notification of Breach.** During the term of the Contract, BA shall notify Department within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- (k) **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the Department that constitutes a material breach or violation of the Department's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to Department of any pattern of activity or practice of the Department that BA believes constitutes a material breach or violation of the Department's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with Department to discuss and shall attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- (l) **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Department, BA and its agents or subcontractors shall allow Department to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and Department shall mutually agree in advance upon the scope, timing and location of such an inspection. (ii) Department shall protect the confidentiality of all confidential and proprietary information of BA to which Department has access during the

EXHIBIT "D"

course of such inspection; and (iii) Department shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties. If requested by BA. The fact that Department inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does Department's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under the Contract or Addendum, BA shall notify Department within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- (a) **Material Breach.** A breach by BA of any provision of this Addendum, as determined by Department, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- (b) **Judicial or Administrative Proceedings.** Department may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- (c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other

EXHIBIT "D"

than as provided for in this Section, for as long as business associate retains the protected health information;

4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Agreement above which applied prior to termination; and
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

4. Indemnification

BA agrees to indemnify, defend and hold harmless Department and Department's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by Department, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, sub-contractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of Department; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of BA by any person or entity.

5. Disclaimer

Department makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

6. Certification

To the extent that Department determines that such examination is necessary to comply with Department's legal obligations pursuant to HIPAA relating to certification of its security practices, Department or its authorized agents or contractors, may, at Department's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Department the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. **Amendment**

a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Department must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Department may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by Department pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that Department, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. **Assistance in Litigation or Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to Department, at no cost to County, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, The Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

9. **No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. **Effect on Contract**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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