AGENDA

CONTRA COSTA COUNTY Advisory Council on Aging

Wednesday, April 15, 2026 **10:00 AM** **500 Ellinwood Way, Pleasant Hill, CA. Boardroom**

ACOA General Meeting
https://cccounty-us.zoom.us/j/84280794921

The public may attend this meeting in person at the above location. The public may also attend this meeting remotely via webinar. Login information is provided above. ACOA members will also be participating from the following locations: 2756 Lily Court, Antioch | 1334 Hagan Lane, Brentwood | 14720 Byron Hwy #4, Byron | 28 Orinda Way, Orinda | 2950 Buskirk Avenue, Suite 330 Walnut Creek

10:00 Call to Order / Pledge of Allegiance / Introductions: Jill Kleiner, ACOA President

10:05 Roll Call

10:07 Approval of March 2026 Minutes

General ACOA Meeting Minutes 03-18-26 **26-1583**

10:10 Area Agency on Aging Report: Tracy Murray, AAS Director
- General updates
- IIIB/MX Request for Proposal

RFP OAA Title IIIB Supportive Services **26-1584**

10:30 Presentation: Senior Planet from AARP Programs – Ryan Kawamoto, Regional Program Manager, Senior Planet and Older Adults Technology Services (OATS) from AARP

Senior Planet Slides **26-1585**

11:00 Break

11:10 Member Introductions: ACOA Members (1-2 min each)

11:25 ACOA President's Report: Jill Kleiner
- General updates
- Brown Act attendance
- Membership Expectations Document

Brown_Act_Attendance | Membership Expectations **26-1586**

11:30 Committee Reports: Chairs (2-3 min each)
- Membership/Nominating: Kathryn Monroy-Dexter
- Planning: Jill Kleiner
- Health & Elder Abuse Awareness: Michael Wener
- Housing: Kevin Donovan
- Legislative: Shirley Krohn/Steve Lipson
- Technology: Steve Lipson
- Transportation: Jim Donnelly/Bryan Harris

11:45 Regional Coalition Update: Debbie Toth

11:50 Consent Items: None

11:52 Public Comment/Announcements (2 min each)

11:59 Next ACOA General Meeting:
- Wednesday, May 20, 2026, 10am – 12pm
Physical Location: 500 Ellinwood Way, Board Room A/B, Pleasant Hill, CA 94523

12:00 Adjourn

The Committee will provide reasonable accommodations for persons with disabilities planning to attend the Committee meetings. Contact the staff person listed below at least 72 hours before the meeting. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to a majority of members of the Committee less than 96 hours prior to that meeting are available for public inspection at 500 Ellinwood Way, Pleasant Hill during normal business hours. Staff reports related to items on the agenda are also accessible online at www.contracosta.ca.gov. If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the committee will continue the meeting in person without remote access. Public comment may be submitted via electronic mail on agenda items at least one full work day prior to the published meeting time.

For Additional Information Contact:
- Jenny Lam at 925 655-0773 or jlam@ehsd.cccounty.us | Membership Committee
- Glenda Pacha at 925 655-0772 or gpacha@ehsd.cccounty.us | Technology Committee
- Thomas Weisbrich at 925 655-0776 or tweisbrich@ehsd.cccounty.us | SMAC Committee
- Nhang Luong at 925 655-1385 or nluong@ehsd.cccounty.us | Housing Committee
- Cristina Ugaitafa at 925 655-0775 or cugaitafa@ehsd.cccounty.us | Health and Planning Committee
- Dixie Peralta at 925 655-0774 or dperalta@ehsd.cccount.us

File #: 26-1583 **Agenda Date:** 4/16/2026 **Agenda #:**

Advisory Council on Aging:

ACOA General Meeting Minutes 03.18.26

CONTRA COSTA COUNTY

Committee Meeting Minutes - Draft

Advisory Council on Aging

Wednesday, March 18, 2026 **10:00 AM** **500 Ellinwood Way, Pleasant Hill, CA. Boardroom**

ACOA General Meeting
https://cccounty-us.zoom.us/j/84280794921

PUBLIC ACCESS AND PUBLIC COMMENT INSTRUCTIONS:
The public may attend this meeting in person at the above location. The public may also attend this meeting remotely via webinar. Login information is provided above. ACOA members will also be participating from the following locations: 14720 Byron Hwy #4, Byron | 311 Calle la Mesa, Moraga | 28 Orinda Way, Orinda | 150 S 45th St., Unit 131, Richmond | 2950 Buskirk Avenue, Suite 330 Walnut Creek | 1001 Golden Raid Road, Walnut Creek

10:00 Call to Order / Pledge of Allegiance / Introductions: Jill Kleiner, ACOA President
- Jill Kleiner called the meeting to order at 10:04 am. Deborah Wiener led the ACOA in the Pledge of Allegiance.
- Guests introduced themselves.

10:05 Roll Call
- Roll call was conducted and 27 members qualified to be counted toward a quorum. Therefore, a quorum was established.

Present	Roger Boaz, Deborah Card, Cesar Court, Kevin Donovan, Steven Freshman, Candace Evans, Holly Frates, Marilyn Fowler, Sarah Green, Michelle Hayes, Carol Kehoe, Jill Kleiner, Gerry LaLonde-Berg, Shirley Krohn, Thomas Lang, Steve Lipson, Sharon Maxwell, Kathryn Monroy-Dexter, Richard Morisky, Brian O'Toole, Logan Robertson, Sharon Sakai-Miller, Carol Schaefer, Sonja Shepard, Indy Sekhon, Terri Tobey, Lorna Van Ackeren, Susan Wright, Teresa Wright, Michael Wener, Dennis Yee, and Deborah Wiener
Excused	Chalo Buckman, and Alan Goldhammer
Absent	Nikki Lopez

10:07 Approval of February 2026 Minutes
- A roll call vote was conducted and the minutes were approved.

Motion: **Wener**

Second:	**Morisky**
Aye:	**Boaz, Card, Court, Donovan, Freshman, Evans, Frates, Fowler, Green, Hayes, Kleiner, LaLonde-Berg, Krohn, Lang, Maxwell, Monroy-Dexter, Morisky, O'Toole, Robertson, Schaefer, Shepard, Sekhon, Tobey, Wright, Wright, Wener, Yee, and Wiener**
Absent:	**Lopez**
Late:	**Kehoe, Lipson, Sakai-Miller, and Van Ackeren**
Result:	**Passed**

ACOA General Meeting Minutes 02-18-26 **26-1093**

10:10 Public Hearing: Area Plan Update 2026/2027: Tracy Murray, AAS Director

- Tracy Murray, Director of Aging and Adult Services presented the draft 2026-27 Area Plan Update (APU). She expressed "deep gratitude to the Advisory Council on Aging" for their participation in the process.

(Public Comments are summarized in the 2026-2027 Area Plan Update document).

APU Overview **26-1094**

Area Plan 2026-27 **26-1095**

10:50 Break

11:00 Area Agency on Aging Report: Tracy Murray, Director, Aging and Adult Services

- Special acknowledgement to staff members Cristina, Dixie, and Patty for their work on the APU.
- AAA is undergoing a California Dept. of Aging (CDA) program monitoring this week. Our meetings with CDA have been "phenomenal".
- Staffing Update – Program Manager position closed. Tracy hopes to have news on hiring in the next 4-6 weeks.
- III B Request for Proposal – will be issued this month.

11:15 ACOA President's Report: Jill Kleiner

- Committee Seat Numbers – see list attached to the agenda packet. A few committees need more members.
- Form 700 – due April 1st.
- Triple A Council of California (TACC) Meeting Update – at the March meeting, participants heard presentations from a new Marin respite program and about Sonoma's local MPA implementation.
- Member Introductions will occur at April Meeting.
- Brown Act – will share slides from orientation regarding various attendance options.

Committee Assignments **26-1096**

DRAFT

11:25 Committee Reports: Chairs (2-3 min each)

- Membership: Jill Kleiner for Kathryn Monroy-Dexter
  - Will be revising membership documents to clarify expectations, roles/responsibilities etc.
  - Antioch will appoint an ACOA representative on March 24th.

- Planning: Jill Kleiner
  - The Committee visited Senior Nutrition vendor Trio, who prepares the meals for the Senior Nutrition program. Praise to Trio for the wonderful site tour and to AAA staff member Jenn Gomes-Figueira for her excellent work on the program.
  - Next site visit will be at Meals on Wheels Diablo Region in May.
  - Medicare changes speaker for next meeting.

- Health & Elder Abuse Prevention: Michael Wener
  - Mary Blumberg from District Attorney's office will present at the next meeting.

- Housing: Kevin Donovan
  - At the March meeting, Claudia Ramirez from St Vincent de Paul. They reach over 80,000 people in our County.
  - Revision to No Place to Call Home presentation. No Place to Grow Old film may be screened as part of the presentation.
  - April 20 – Jennifer Cannon from County Office of Emergency Services will present on seniors and disabled.

- Legislative: Shirley Krohn/Steve Lipson
  - SB 971 moving along. It provides a framework with Public Health departments to provide education. No letters of opposition at this point, only letters of support.

- Technology: Steve Lipson
  - Talked about county website and cocoelders411.net.
  - Exploring the role of AI tools and what they offer to older adults for individuals to make informed decisions on how AI can help/not help them.
  - We continue to explore Notebook LM tool.

- Transportation: Bryan Harris
  - June workshop on hold and will be rescheduled.
  - Candace will be on medical leave and Bryan will fill in during her absence.

11:45 Regional Coalition Update: Debbie Toth
- Determining Advocacy priorities to bring to the Legislature on Advocacy Day.
- May 6 Senior Rally Day on Zoom.
- May 7 Legislative visits on Zoom.
- Zoom training on legislative visits will be offered (date TBD)
- Submitted application to Scan Foundation for $25,000 in continued funding.

11:50 Consent Items:
- Approval of Area Plan Update for Fiscal Year 2026/2027

DRAFT

11:52 Public Comment/Announcements (2 min each)

- Living Better After 50 event on April 25 in Pittsburg.
- Senior Wellness Fair on March 31 in Hercules. Sarah Green wants more information on Senior Nutrition so she can make a presentation.
- Board of Supervisors is considering sales tax to deal with the effects of HR 1.
- Pittsburg Senior Center Resource Fair - May 8.
- Richmond Commission on Aging Transportation Workshop on April 30.
- Indy attended workshop on disaster continuity.
- Indy invited folks to the farm day honoring Cesar Chavez in Rodeo on April 3.
- Indy will present at conference on Medicine and Religion.
- Contra Costa Nonprofit Partnership Fair at Contra Costa College on March 28. Also, seeking volunteers to work event.

Next ACOA General Meeting:
- Wednesday, April 15, 2026 10:00am – 12:00pm

12:00 Adjourn
- Jill Kleiner adjourned the meeting at 11:47 am.

For Additional Information Contact:
- Jenny Lam at 925 655-0773 or jlam@ehsd.cccounty.us | Membership Committee
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- Nhang Luong at 925 655-1385 or nluong@ehsd.cccounty.us | Housing Committee
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- Dixie Peralta at 925 655-0774 or dperalta@ehsd.cccount.us

DRAFT

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1584 **Agenda Date:** 4/16/2026 **Agenda #:**

Advisory Council on Aging:

RFP OAA Title IIIB Supportive Service

REQUEST FOR PROPOSAL

**OLDER AMERICANS ACT (OAA) TITLE IIIB SUPPORTIVE SERVICES,
ADULT PROTECTIVE SERVICES (APS) CASE MANAGEMENT, & MEASURE X**

RFP 1235

ISSUE DATE: MARCH 26, 2026

PROPOSAL DUE DATE: MONDAY, APRIL 20, 2026, By 5:00 PM PST

**CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
AGING & ADULT SERVICES (AAS) BUREAU
40 DOUGLAS DRIVE
MARTINEZ, CALIFORNIA 94553**

The Contra Costa County Aging and Adult Services (AAS) Bureau is pleased to announce the availability of funds through the Older Americans Act (OAA) Title IIIB Supportive Services, Title VII Allotments for Vulnerable Elder Rights Protection Activities (Elder Abuse Prevention), and Measure X to serve Contra Costa County residents. OAA Title IIIB Supportive Services and Title VII serve individuals aged 60 and above. Adult Protective Services (APS) serves dependent adults age 18 and older and seniors age 60 and above. The AAS welcomes applications from public or nonprofit organizations that have demonstrable capacity to successfully deliver the services sought in this RFP.

This RFP is the process by which the County will solicit proposals for the purpose of entering into a contract with selected respondents for a 12-month period from July 1, 2026 through June 30, 2027 with the possibility of an annual contract renewal and/or extension for three (3) additional years based upon satisfactory performance and available funding.

Please read this entire packet carefully.

Interested parties are invited to attend the Recommended Bidders' Conference scheduled for:
Friday, April 3, 2026
Time: 10:00 a.m. to 12:00 p.m. PST

Attendance at the Bidders' Conference is not required for a proposal to be considered. Bidders' Conference attendance is virtual via the Older Americans Act (OAA) Title III B Supportive Services, Title VII Allotments for Vulnerable Elder Rights Protection Activities (Elder Abuse Prevention) and Measure X webinar. Agencies interested in attending the virtual Bidders' Conference must register at the following website address: https://attendee.gotowebinar.com/register/1377281704411921496

A mandatory Letter of Intent to submit a proposal is due by 5:00 p.m. PST on **Friday, April 10, 2026** via BidNet Direct platform.

Proposal submission is due
by 5:00 p.m. PST on Monday, April 20, 2026

Communication Rules

Single Channel:

To ensure fairness and a complete audit trail, all vendor communications must occur through BidNet Direct.

Technical Support Only:

For BidNet Direct issues (account, login, upload), contact BidNet Vendor Support: **800-835-4603 (Option 2)** or support@BidNet.com. Do not submit RFP questions to this email/phone.

Addenda and Communications

Addenda: Any changes to the RFP will be issued as Addenda on BidNet Direct. Vendors are responsible for checking the **Documents** and **Addenda** sections and acknowledging all addenda within their submission, if required.

Notifications: Vendors "Following" the solicitation will receive platform notifications when addenda or Q&A communications are posted.

Thank you in advance for your effort in preparing your response.

TABLE OF CONTENTS

SECTION 1: LEGAL NOTICE 7

SECTION 2: RFP 1235 TIMELINE 8

SECTION 3: REQUEST FOR PROPOSALS 1235 GENERAL INFORMATION 9

3.1 About the Planning and Service Area 9
3.2 About the Area Agency on Aging and Adult Protective Services 9
3.3 Issuing Agency and Solicitation 10
3.4 Qualified Bidders 10
3.5 Ex Parte Communication 10
3.6 Questions and Comments 11
3.7 Right to Cancel or Amend 11
3.8 Restrictions and Disclosures 12
3.9 Regulatory References 12
3.10 County Risk Management Certificate of Insurance Endorsements 13
3.11 General Reservations 13
3.12 Standing of Proposer 14
3.13 Additional Forms 15

SECTION 4: PROGRAM SPECIFICATIONS, FUNDING, & CONTRACT PERIOD 16

4.1 Estimated Funding and Contract Period 16
4.2 Eligible Populations 18
4.3 Targeting 18
4.4 Legal Authorities 19
4.5 Program Monitoring and Evaluation 20
4.6 Subrecipient Awards and Contractor Responsibilities 21

SECTION 5: RFP 1235 SOLICITATION OF SERVICES 23

5.1 OAA Title IIIB Supportive Services General Information 23
5.2 OAA Title VII Allotments for Vulnerable Elder Rights Protection Activities 23

(Elder Abuse Prevention) General Information 23
5.3 Adult Protective Services General Information 23
5.4 Background and Client Needs 24
5.5 Solicitation of Proposals 25

SECTION 6: BIDDER REQUIREMENTS 33
6.1 Bidder's Instructions 33
6.2 Bidder's Requirements 33

SECTION 7: CONTRACT SPECIFICATIONS AND INSURANCE REQUIREMENTS . 36

SECTION 8: REQUIRED PROPOSAL FORMAT 39
8.1 General Submittal Requirements 39
8.2 Formatting Requirements 40
8.3 Required Documents 41
8.4 Proposal Outline 41
8.4.1 Proposal Cover Statement (Form #1) 41
8.4.2 Table of Contents 41
8.4.3 Program Narrative Response 42
8.4.4 Fiscal Documentation, Narrative and Budget 45

SECTION 9: EVALUATION PROCESS AND CONTRACT AWARD 47
9.1 Evaluation Process 47
9.2 Compliance Review 47
9.3 Fiscal Review 47
9.4 Bureau Committee Review 47
9.5 Scoring Methodology 47
9.6 Appeals Process 51
9.7 Contract Award and Negotiation 52
9.8 Contract Term and Litigation Warranty 53

SECTION 10: PROPOSAL CHECKLIST 54

SECTION 11: REQUIRED FORMS 56
11.1 FORM #1: Proposal Cover Statement 57
11.2 FORM #2: Statement of Qualifications 58
11.3 FORM #3: Board of Directors 60
11.4 FORM #4: Proposal Budget (Excel Workbook) 61
SECTION 12: APPENDICES 63
12.1 General Conditions 63
12.2 Federal Subaward Conditions 72
12.3 Area Agency on Aging Special Conditions 75

SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP) 1235
EMPLOYMENT AND HUMAN SERVICES SEPARTMENT
AGING AND ADULT SERVICES BUREAU

OLDER AMERICANS ACT (OAA) TITLE III B SUPPORTIVE SERVICES, TITLE VII ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES (ELDER ABUSE PREVENTION), AND MEASURE X

Contra Costa County Aging and Adult Services (AAS) Bureau announces the issuance of **Request for Proposal (RFP) 1235** seeking public or nonprofit organizations to provide services funded under the Title IIIB Supportive Services and Title VII Allotments for Vulnerable Elder Rights Protection Activities (Elder Abuse Prevention) of the federal Older Americans Act (OAA) and Measure X to eligible individuals within Contra Costa County. Total funding available through this RFP is **$1,331,513** for the period July 1, 2026 through June 30, 2027, which includes $440,040 from the OAA Title IIIB Supportive Services, $13,594 from Title VII, and $877,879 from Measure X.

A Recommended Bidders' Conference is scheduled for **Friday, April 3, 2026**. Participation in the Bidders' Conference is recommended but not required for a proposal to be considered. Webinar registration is required prior to being admitted to join the Bidder's Conference.

Bidders' proposals are due by **Monday, April 20, 2026 by 5:00 p.m. PST,** without exception.

This solicitation is posted and managed on BidNet Direct. Vendors must be registered and logged in to view documents, submit questions, and file proposals. Registration is free for viewing and responding. The link to BidNet Direct is available on the EHSD website: https://ehsd.org/overview/contracting-opportunities/..

SECTION 2: RFP 1235 TIMELINE

Event/Location	Date / Time
Legal Notice Released and Published	March 26, 2026
Question Submittal Period	March 26 – April 6, 2026
Bidder's Conference (Recommended)	**Friday, April 3, 2026** **10:00 – 12:00 noon PST**
Mandatory Letter of Intent (LOI) to Submit Proposal Due Date. Submit LOI through BidNet Direct	**Friday, April 10, 2026** **by 5:00 p.m. PST**
Responses to Questions Published	April 9, 2026
RFP Proposal Response Submission Due	**Monday, April 20, 2026 by 5:00 p.m. PST**
Compliance Review and Evaluation	April 21 – April 23, 2026
EHSD Fiscal Review and Evaluation	April 24 – 30, 2026
AAS Bureau Committee Review Period	May 1 – 15, 2026
Award Letter(s) Sent	Monday, May 18, 2026
Appeal Period (5 business days after Award Letter Issuance	May 18 – May 22, 2026
Contract Negotiations and Processing	May – June 2026
CCC Board of Supervisors' Authorization	June 2026
Anticipated Contract Start Date	July 1, 2026

ALL dates are subject to change as deemed in the best interest of EHSD.

SECTION 3: REQUEST FOR PROPOSALS 1235 GENERAL INFORMATION

3.1 About the Planning and Service Area

The State of California is divided into 33 Planning and Service Areas (PSA) for the administration of the Older Americans Act and Older Californians Act. In each PSA, a single agency has been designated as its Area Agency on Aging (AAA), charged with the responsibility of fulfilling the statutory mandates contained in both Acts. Contra Costa County (CCC), in its entirety, is PSA 7. Located on the east side of the San Francisco Bay, CCC is the 9th most populous county in California. The County Board of Supervisors serves as its governing board. The 39-member Advisory Council on Aging (ACOA) serves as a citizen advisors to the AAA that provides leadership and advocacy on behalf of older persons and functions as a channel of communication and information on aging related issues.

3.2 About the Area Agency on Aging and Adult Protective Services

The Contra Costa County Aging and Adult Services (AAS) Bureau is housed within the County's Employment and Human Services Department (EHSD). The mission of AAS is to:

> Provide leadership in addressing issues that relate to older Californians, to develop community-based systems of care that provide services which support independence within California's interdependent society, and which protect the quality of life of older adults and persons with functional impairments, and to promote citizen involvement in the planning and delivery of services.

The divisions within the AAS are the Area Agency on Aging (AAA), Adult Protective Services (APS), In-Home Support Services, Public Authority, General Assistance, Public Administrator, and Volunteers & Emergency Services Team in Action (VESTIA).

The AAA coordinates and funds programs and services that enhance the lives of older adults and persons with disabilities. In partnership with the Advisory Council on Aging (ACOA), the AAA plans, coordinates, and advocates for a community-based service system to meet the needs of older adults and those with disabilities in Contra Costa County. The AAA administers the Older Americans Act and other funding programs that support seniors, persons with disabilities, and unpaid family caregivers.

The Adult Protective Services (APS) Division investigates allegations of abuse, neglect, and exploitation of older adults aged 60 and above and dependent adults.

3.3 Issuing Agency and Solicitation

Request for Proposal 1235 is issued by the AAS Bureau to seek qualified public or nonprofit organizations to provide services funded under the federal Older Americans Act (OAA) Title IIIB Supportive Services, Title VII Allotments for Vulnerable Elder Rights Protection Activities (Elder Abuse Prevention), and Measure X.

The AAS is soliciting proposals for services that address the needs of older persons, combat social isolation and loneliness, protect vulnerable individuals who have experienced abuse or neglect, and provide legal assistance for seniors. The AAS specifically seeks providers that can deliver programs that align with the guiding principles of California's Master Plan for Aging, which are person-centered, equity focused, data driven, and evidence informed.

3.4 Qualified Bidders

Eligible Bidders are agencies which, on their own or in collaboration with other organizations, have adequate controls, personnel, and capability to provide the services sought in this RFP. Collaborative proposals are highly encouraged, but one agency must submit the proposal as the applicant and will act as the fiduciary and contractor with the County. Preference is given to 501(c)(3) organizations.

If a contract is awarded to a public or nonprofit incorporated entity, no additional approval from the California Department of Aging (CDA) is required. Awarding a contract to a private for-profit entity requires pre-approval from CDA and may be granted only after an exhaustive search to procure services from a public or nonprofit entity proved unsuccessful. Qualified bidders must demonstrate skills, experience, and capacity to deliver the service proposed. Bidder must also show capacity for interagency collaboration and coordination.

By submitting an application, the applicant agrees to be bound by all the terms and conditions of the County's standard contract and AAA special conditions if selected. Proposals submitted by the successful applicant shall become part of the contract service plan, unless negotiated, amended, or modified by the County. Two authorized representatives of the successful applicant shall be required to sign the County standard agreement.

3.5 Ex Parte Communication

The County will enforce the prohibition on *ex-parte* communication during this RFP process. The *ex-parte* communication restricts RFP Bidders from contacting County

staff, members of the Advisory Council on Aging, and members of the Bid review teams, except as specified and expressly authorized under the terms of this RFP. During the period from the issuance of this RFP and the award of the contract to a successful applicant(s), contact regarding the specific subject of this RFP between potential or actual applicant(s), County staff, and ACOA members is restricted under the terms of this section. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents, or contractors involved in or connected with this RFP process.

3.6 Questions and Comments

How to Ask Questions: All questions must be submitted through BidNet Direct using the solicitation's **Questions & Answers (Q&A)** tab. Questions sent by email, phone, or other channels will not be accepted.

Q&A Deadline: Submit questions no later than **Monday, April 6, 2026 by 5 p.m. PST.**

Consolidated Answers: After the Q&A deadline, County will publish consolidated responses to all timely questions in the **Q&A** tab (and may also issue a PDF communication via BidNet Direct). DO NOT EXPECT INDIVIDUAL RESPONSES.

Late Questions: Questions received after the deadline will not be answered and will not extend the proposal due date.

3.7 Right to Cancel or Amend

County reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. County also reserves the right to modify the RFP process and timeline or terminate the process and elect to operate by other means as is deemed necessary. This RFP does not commit County to award a contract or to procure a contract for services. This RFP is in no way an agreement, obligation, or contract between County and any applicant. This RFP does not commit County to accept any proposal, nor is County responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

County reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award contracts in whole or in part as is deemed to be in the best interest of the County. County reserves the right to split the award in any manner deemed most advantageous to the County, as well as to increase or decrease the award amount.

3.8 Restrictions and Disclosures

Any information deemed confidential or proprietary by the Bidder must be clearly marked and identified by the Bidder as such and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that the County is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 7920 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

County will not notify Bidder of requests for release of information or that County released data unless County receives a request for information previously marked and identified by Bidder as confidential or proprietary. If County receives a request for release of such previously marked and identified confidential or proprietary information, County will notify Bidder of such request to allow Bidder to challenge such request consistent with applicable law.

3.9 Regulatory References

Regulations governing the requirements contained in this RFP may be viewed by reference at the following locations:

- Older Americans Act: Older Americans Act | ACL Administration for Community Living
- Code of Federal Regulations Title 45 Part 74, Uniform Administrative Requirements, 2 CFR Part 200, Cost Principles for Nonprofit Organizations and 2 CFR Part 200, Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments: https://tinyurl.com/69ytzmec
- Other regulations: http://www.ecfr.gov

3.10 County Risk Management Certificate of Insurance Endorsements

Contra Costa County Risk Management enforces the following certificate of insurances (COI) and endorsements naming Contra Costa County – EHSD as Additional Insured:

- **Mandatory Insurance Documents:**
  - Primary & Non-Contributory (PNC) – Endorsement
  - Additional Insured – Endorsement (listing Contra Costa County as Certificate Holder)
  - Hired/Owned & Non-Owned Automobiles (HNOA) – Endorsement
  - Commercial General Liability – COI
  - Automobile Liability Insurance – COI (Note: Wallet cards are not accepted)
  - Workers Compensation Insurance – COI
  - Insurance Certificate(s): Proof of insurance coverage (including level of coverage) is required for contract compliance and final contract approval. The above documents must reference the policy number(s). **Please note**: Coverage is required to be on file and current throughout the entire term of the contract and must meet the compliance requirements as stated in the insurance section of the contract.

- **Service-Specific Requirements** – The following are required only if applicable to the services provided under your specific contract in addition to the requirements above:
  - Professional Liability
  - Sexual Abuse and Molestation (SAM) Liability
  - Cyber Liability
  - Child Accident & Health
  - Student Accidental Medical
  - Employee Dishonesty Insurance

Please be aware that the County Auditor's Office will not issue any payments for demands until the contract and all required insurance documentation is received and processed by the County.

3.11 General Reservations

County reserves the right to extend the RFP submission deadline, if such action is in the best interest of County. In the event that the deadline is extended, proposers have the right to revise their proposals.

- County makes no representation that any contract will be awarded to any proposer responding to this RFP.

- County reserves the right to request additional information or documentation.

- Proposals shall be reviewed and rated as submitted. The proposer may make no changes or additions after the deadline for receipt of proposals.

- County reserves the right to verify all information in the proposal. If the information cannot be verified, and if the errors are not willful, County reserves the right to reduce the rating points awarded.

- Failed Competition - County reserves the right to reject any or all proposals when they are not responsive to the specifications of this RFP. Competitive negotiation requires that at least two (2) responsive proposals for the same scope of work and service area must be received in response to the RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, County then has the option to re-compete the procurement or enter into procurement by non-competitive negotiation (single source procurement).

- The proposal submitted in response to this solicitation is not a legally binding document, however, the contract, which is based on the proposal after negotiation, becomes legally binding once finalized. County has the right to reject proposals that do not conform to program goals.

- The existence and contents of proposals are confidential and as such will not be discussed with any outside party by staff or Board members at any time other than designated official proposal review periods.

Proposals received are considered the property of County and will not be returned.

3.12 Standing of Proposer

- County will not enter into an agreement with any entity not in good standing with the California Secretary of State (SOS).

- County will not enter into an agreement funded by Federal and/or State funds with any entity without a Unique Entity Identification (UEI) number. Entities can obtain a UEI at SAM.gov and, if required, complete an entity registration.

- Organizations that have been sanctioned because of non-compliance with Single Audit Act requirements for managing grant funds will be eligible to apply; however, they will not be eligible to receive any funding, if awarded under the RFP process, until their sanction is removed.

3.13 Additional Forms

In addition to the **Required Forms** in **Section 11**., the following forms are requested:

- **W9 Form**
  - Obtained by visiting the Internal Revenue Service (IRS) website at the following link: Form W-9 (Rev. March 2024)

- **Contractor Small Business Enterprise (SBE) FORM**
  - This information is collected by EHSD to determine Small Business Enterprise (SBE) contractors doing business within Contra Costa County.
  - This form can be obtained under the “Documents” tab.

SECTION 4: PROGRAM SPECIFICATIONS, FUNDING, & CONTRACT PERIOD

The Contra Costa County Aging and Adult Services (AAS) Bureau requests proposals for services as described herein and as found in the Older Americans Act (OAA) Title IIIB Supportive Services, Title VII Allotments for Vulnerable Elder Rights Protection Activities (Elder Abuse Prevention), and Adult Protective Services (APS) Case Management. Primary funding for these services is available to the County through contracts with the California Department of Aging (CDA) and local Measure X funding.

The OAA Title IIIB Supportive Services Program enables older adults to access services that address functional limitations, promote socialization, continued health and independence, and protect elder rights. Together, these services promote older adults' ability to maintain the highest possible levels of function, participation and dignity in the community.

The OAA Title VII Elder Abuse Prevention Program provides services to develop, strengthen, and implement programs for the prevention, detection, assessment, and treatment of elder abuse. Allowable activities include, but are not limited to, public education and outreach; the coordination of elder abuse prevention services with adult protective services, law enforcement, courts, and other entities; and training.

Measure X is a countywide 20-year, ½ cent sales tax approved by Contra Costa County voters on November 3, 2020. The intent of Measure X is "to keep Contra Costa's regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services." The Contra Costa County Board of Supervisors awarded Measure X funding to the AAA to fund direct services fundamental to creating a community where all residents feel safe, welcome, and responsive to the emergent needs of its residents.

4.1 Estimated Funding and Contract Period

Funds available through the OAA Title III B Supportive Services, Title VII Allotments for Vulnerable Elder Rights Protection Activities (Elder Abuse Prevention), and Measure X total **$1,331,513 (**$440,040 Title IIIB, $13,594 Title VII, and $877,879 Measure X). Contracts will be awarded for a 12-month period from July 1, 2026 to June 30, 2027. After this term, contracts may be renewed up to a maximum of three (3) additional one-year periods from July 1, 2027 through June 30, 2030, contingent upon the availability of State, Federal, and County funds and subject to contractor maintaining satisfactory performance and remaining in full compliance. Contract amount may vary from year to year depending on funding availability and funding sources.

Proposal narratives must be accompanied by a clear, concise, and reasonable proposal budget for the first year of the grant period from July 1, 2026 to June 30, 2027 using the proposal budget template provided in this RFP **(FORM #4).**

Awarded Bidders will be required to enter into a Standard County Contract for the procured service(s). County will award a *sub award* standard contract to selected organizations as appropriate. Total *sub award* amount will be billable monthly in arrears. The OAA Title IIIB and Title VII Federal funds are passed through the California Department of Aging, and are identified as follows:

$440,040
Federal Award Identification Number (FAIN) is: TBD
Sub award Period of Performance: 2026-2027
Assistance Listing (AL) is: 93.044
Program Title: Title IIIB Supportive Services
Agency: Department of Health and Human Services
Office: Administration for Community Living
Match Requirement: 10.53% for programs

$13,594
Federal Award Identification Number (FAIN) is: TBD
Sub award Period of Performance: 2026-2027
Assistance Listing (AL) is: 93.041
Program Title: Title VII Allotments for Vulnerable Elder Rights Protection Activities
Agency: N/A
Office: N/A
Match Requirement: 0

$877,879
Federal Award Identification Number (FAIN) is: N/A (not Federal funds)
Sub award Period of Performance: 2026-2027
Assistance Listing (AL) is: N/A (not Federal funds)
Program Title: Measure X, Master Plan on Aging (MPA)
Agency: N/A
Office: N/A
Match Requirement: 0

4.2 Eligible Populations

For this RFP **1235,** eligible clients must:

- Reside in Contra Costa County.
- Live in non-congregate settings and NOT in long-term care facilities, residential care facilities, state developmental centers, state hospitals, and other institutionalized settings.
- Meet program-specific eligibility requirements as described below:
    - The OAA defines eligible populations for the Title IIIB Supportive Services program as person age 60 and older regardless of income.
    - APS serves dependent adults ages 18 to 59 and older persons age 60 and above, regardless of income, who are unable to resist abuse or neglect because of their mental or physical vulnerability and are in need of protective services. Clients eligible for APS Case Management program have had abuse/neglect or self-neglect mitigated by APS and have been referred by the County to receive the service.

4.3 Targeting

The Older Americans Act (OAA) emphasizes that services be targeted to those most in need in the community. While the Title IIIB services funded under the OAA are open to all Contra Costa County residents age 60 and over, Section 206 of this law requires that priority be given to targeted populations. The AAS requires its contractors to reach and serve the most in need older adults as part of their contractual obligation. The AAS requires that Bidders responding to RFP **1235** clearly state in their application their plan and strategies to reach the targeted populations, which are defined as follows:

1. Greatest Economic Need - persons age 60 and older with greatest economic need is determined by monthly income at or below the Federal Poverty Guidelines.
2. Greatest Social Need - persons aged 60 and above with greatest social need is defined as having priority needs due to social factors that may limit their ability to access services and opportunities, including sexual orientation, rural status, racial and ethnic minority background, limited English speaking ability, and HIV/AIDS status.

4.4 Legal Authorities

The following are the legal authorities governing the Older Americans Act Title IIIB and Title VII programs, including requirements, standards, and guidance. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:

1. In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of $1,000,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than $1,000,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503. In accordance with the provisions of Subpart F-Audit Requirements, under 45 CFR Part 75.500, nonfederal entities that expend financial assistance of $1,000,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than $1,000,000 a year in Federal awards are exempt from Federal audit requirements for that year. Except as noted in 45 CFR Part 75.500.

2. For regulations, guidelines, and literature, refer to 2 CFR 200 and 45 CFR 1321.

3. The Contractor shall expend all funds received hereunder in accordance with the Agreement.

4. 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 Human Resources (CalHR) rules and regulations.

5. The *sub recipient* shall maintain accounting records for funds received under the terms and conditions of the Agreement. These records shall be separate from those for any other funds administered by the *sub recipient*, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [2 CFR 200].

6. The Contractor shall meet the following standards for its fiscal management systems, as stipulated in 2 CFR 200.302.

4.5 Program Monitoring and Evaluation

The County will actively monitor services provided by the contracted agency. At a minimum, the contracted agency will be expected to:

1. Perform all services without material deviation from an agreed-upon Service Plan, which includes program goals, metrics, deliverables, and client outcomes.

2. Maintain adequate records of services provided, document compliance with Service Plan, complete any forms furnished by the AAA, and provide reports requested by the AAA.

3. Cooperate with the collection of fiscal, administrative, and service data as requested by the AAA, which may require active collaboration and cooperation with other agencies providing similar services.

4. Utilize web-based database and data reporting tools (minimum Excel format), as required by the AAA, to input service activities and other program related tasks and deliverables.

5. Participate in program monitoring by the AAA and other County entities, as appropriate, which will include a collaborative review of client eligibility and progress, as well as a review of documentation reflecting progress toward meeting services and outcome objectives.

6. Participate in fiscal monitoring which may include review of agency budget, cost allocation plan and procedures, audited financial statements, fiscal policy manual, supporting documentation for selected invoices, and any other related fiscal data that County may request.

7. Be part of the comprehensive and coordinated network of service providers in the County by participating in the development and implementation of the Master Plan for Aging locally.

8. Attend all mandatory meetings, trainings, and workshops.

9. Materials (publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials, and public notice conditions) published by Contracted Agencies must comply with California Department of Aging requirements by including the following funding disclaimer:

"The materials or product were a result of a project funded by a contract with the California Department of Aging".

10. Contracted agencies must be in compliance with Section 504 of the Rehabilitation Act which protects individuals with disabilities from discrimination. More information at: knowyourrights504adafactsheet.pdf and Section 504 of the Rehabilitation Act of 1973 Final Rule: Section by Section Fact Sheet for Recipients of Financial Assistance from HHS | HHS.gov

4.6 Subrecipient Awards and Contractor Responsibilities

If Contractor further passes through Federal funds received under this Agreement, Contractor shall determine, on a case-by-case basis, whether each agreement it enters into for the disbursement of such funds classifies the receiving entity as a subrecipient or a contractor, in accordance with 2 CFR §200.331Subrecipient and Contractor Determinations.

If Contractor issues subawards, Contractor shall comply with applicable requirements of 2 CFR Part 200 Uniform Guidance, including but not limited to the following:

1. **Subaward Requirements**
   Contractor shall include all information required under 2 CFR §200.332 Requirements for Pass-Through Entities in each subaward agreement.

2. **Monitoring Responsibilities**
   Contractor shall monitor subrecipients in accordance with applicable Federal requirements, including 2 CFR §200.332, to ensure compliance with Federal statutes, regulations, and the terms and conditions of the subaward.

3. **Risk Assessment and Audit Compliance**
   Contractor shall:
   - Evaluate each subrecipient's risk of noncompliance to determine the appropriate level of monitoring;
   - Monitor subrecipient activities to ensure compliance with applicable Federal requirements; and
   - Verify that subrecipients are audited as required under 2 CFR Part 200 Subpart F Audit Requirements.

4. **Documentation and Access**
   Contractor shall maintain sufficient documentation to support subrecipient determinations, monitoring activities, and compliance with Federal requirements.

   Contra Costa County Employment and Human Services Department (EHSD), as the pass-through entity, reserves the right to request and review such documentation as part of its monitoring activities. Prior to a subaward, Contractor shall get approval from EHSD.

Contractor must submit to EHSD's AAA/APS, monthly information for ongoing program monitoring, which may include, but is not limited to:

1. Number of consumers receiving services.

2. Demographic characteristics and other client-level data, as required for specific programs.

3. Fiscal and program reports as required by the AAA.

4. A final audit or cost report and settlement as required by AAA.

5. Quarterly progress statements on funding efforts to sustain program.

6. Copies of reports submitted to the California Department of Aging.

SECTION 5: RFP 1235 SOLICITATION OF SERVICES

5.1 OAA Title IIIB Supportive Services General Information

The Older Americans Act (OAA) provides opportunities for seniors and family caregivers to maintain their well-being through locally developed home-based and community-based systems of care and supports. Programs funded under the OAA Title III B Supportive Services address the functional limitations, maintain health and independence, and promote access to services for older adults. To do so, the County enters into cooperative agreements with community agencies to deliver Title IIIB Supportive Services that will:

- Secure and maintain maximum independence and dignity in a home environment for older individuals capable of self-care with appropriate supportive services.
- Remove individual and social barriers to economic and personal independence for older individuals.
- Provide a continuum of care for vulnerable older individuals.
- Secure the opportunity for older individuals to receive managed in-home and community-based long-term care services.

5.2 OAA Title VII Allotments for Vulnerable Elder Rights Protection Activities (Elder Abuse Prevention) General Information

The OAA Title VII Elder Abuse Prevention Program provides services to develop, strengthen, and implement programs for the prevention, detection, assessment, and treatment of elder abuse. Allowable activities include, but are not limited to, public education and outreach; the coordination of elder abuse prevention services with adult protective services, law enforcement, courts, and other entities; and training.

5.3 Adult Protective Services General Information

Adult Protective Services (APS) responds to reports of physical or financial abuse, neglect, including self-neglect, and exploitation from individuals, concerned citizens, service providers, and law enforcement representatives about adults with developmental, physical, and mental disabilities as well as seniors. Through investigation and linkages to community-based services, APS mitigates confirmed allegations of abuse and neglect. Regardless of income, APS serves dependent adults

age 18 to 59 and seniors age 60 and older in need of protective services due to their mental or physical disability that makes them vulnerable to abuse and neglect. APS Workers are often the first on the scene in crisis situations, requiring immediate action to stop or mitigate abuse. APS works with clients who may have experienced the following, but not be limited to, the following conditions:

1. Extreme cases of neglect, ranging from lack of adequate food to poor hygiene to bed-sores.

2. Physical and sexual abuse, possibly leaving bruises, welts, cuts, broken bones, sores and burns.

3. Mental and psychological abuse by caretaker or other trusted person.

4. Financial abuse, ranging from a caretaker using the victim's financial resources for their own needs to arranging for a victim to sign property transfers.

5. Isolation of the victim, where a caretaker has restricted visits and phone calls.

6. Dementia or some other condition that compromises an individual's capacity.

5.4 Background and Client Needs

The OAA requires that AAAs periodically conduct an assessment of its client population to determine service needs, identify gaps in services, and establish priorities. A 2023 Needs Assessment and related Focus Groups identified several service needs. A total of 13 Focus Groups were conducted throughout the County with a total of 178 attendees.

In 2025 APS investigated 5,984 allegations of abuse against 3,683 elders and dependent adults. Of these, 43% involve an allegation of self-neglect and about 57% involve allegations of abuse perpetrated by another. Cases include allegations of neglect, financial exploitation, psychological/mental and/or physical/sexual abuse. Victims of abuse live throughout Contra Costa County.

Victims of elder and dependent adult abuse have difficulties with self-care, suffer from chronic health problems, mental illness and intellectual and developmental disabilities. They come from diverse backgrounds reflective of the county's population with various

cultural and language needs.

5.5 Solicitation of Proposals

AAS is seeking proposals from eligible community agencies that can deliver the following services eligible for funding under the OAA Title IIIB Supportive Services, Title VII Allotments for Vulnerable Elder Rights Protection Activities, and APS Case Management. These services were specifically prioritized for funding to respond to the client population's critical areas of need as described in this RFP.

Community agencies are invited to submit a proposal for one or more of the service categories described below. ***A separate and complete application package must be submitted for each service proposed.*** The total award(s) may not exceed the stated funding available in the service category. Reimbursement per unit of service may not exceed the stated rate.

The total funding available is **$1,331,513.** This is a competitive bidding process, and providers that can propose to deliver the most cost-effective program without compromising service quality and efficacy are highly favorable.

ADULT DAY HEALTH CARE

Unit Measure: 1 hour

Maximum Reimbursement Rate: $50/hour
Minimum # of Units = 1,000

Services or activities provided to adults who require care and supervision in a protective setting for a portion of a 24-hour day. Includes out of home supervision, health care, recreation, and/or independent living skills training offered in centers most commonly known as Adult Day, Adult Day Health, Senior Centers, and Disability Day Programs.

Minimum requirements include the following:

a. Adult Day Health Care providers must conform to the requirements of the California Adult Day Health Care Act [1570 - 1596.5].

b. Providers will operate a minimum of three (3) days per week and provide service at a minimum of six (6) hours per day, excluding the time involved in transporting participants to and from the program site.

c. Providers must either provide transportation to the program location or help families arrange for transportation.

d. Clients must receive hot lunches when receiving services onsite. Nutritious breakfasts and snacks may be provided as appropriate.

ASSISTED TRANSPORTATION

Unit Measure: 1 one-way trip (OWT) — Maximum Reimbursement Rate: $30/OWT
Minimum # of Units = 1,333

Services or activities that provide or arrange for the travel, including travel costs, of individuals from one location to another. This service includes escort or other appropriate assistance for a person who has difficulties (physical or cognitive) using regular vehicular transportation.

CASE MANAGEMENT (OAA)

Unit Measure: 1 hour — Maximum Reimbursement Rate: $72/hour
Minimum # of Units = 695

Assistance either in the form of access coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing, and coordinating services among providers, and providing follow-up and reassessment, as required.

At a minimum, Case Management contracted provider shall conduct the following:

a. Identify staff that have the credentials, experience, and education to provide case management services directly with clients

b. Prioritize services to individuals who are not eligible for other case management programs available in the County, such as CalAIM, Medi-Cal, Contra Costa Health Plan Case Management, and Public Health Nursing Case Management.

c. Provide services to elders and dependent adults who reside in Contra Costa County in settings other than a long-term care facility, state hospital, state developmental center, or other institutional care residences.

d. Conduct a comprehensive assessment to determine the client's needs and develop a care plan with specific goals to meet the needs of individuals.

e. Identify the locations, mediums, and approaches to deliver services to clients.

f. Work collaboratively with other service providers to coordinate care, support, and resources.

CASE MANAGEMENT (APS)

Unit Measure: 1 hour

Maximum Reimbursement Rate: $72/hour
Minimum # of Units = 1,042

In addition to the requirements for Case Management (OAA) above, there are additional provisions for APS Case Management. While the length of time necessary to assist each client will vary per client, this contract is not for long-term case management services. The expected life of each case is no more than six (6) months.

Additional requirements for APS Case Management include the following:

a. Provide services to adults 60 years and older and dependent adult clients that have been determined by the APS program to be at risk of recurring incidents of abuse/neglect or self-neglect without the help of a case manager and linkages to supportive services.

b. Receive referrals for the service exclusively from the County's APS program for clients in need of APS Case Management services.

c. Review and implement the client service plan completed by APS prior to the referral, which includes disposition to mitigate the abuse and possibility of future abuse. The service plan will be made available to the contracted provider's case manager to use with clients to develop specific case management action plan.

d. Allow the amendment and modification of the client service plan as a collaborative practice between the case manager and the client. The case manager will identify, arrange, and ensure the delivery of services, including, but not limited to, benefits, in-home care providers, money management services, and short and long-term housing options navigation.

COMMUNITY EDUCATION

Unit Measure: 1 activity

Maximum Reimbursement Rate: $500/activity
Minimum # of Units = 80

Educating groups of older persons, their families, friends, and community organizations/facility staff on rights, benefits, entitlements, and health and wellness information for older persons either residing at home or in an institutional setting.

ELDER ABUSE PREVENTION PUBLIC EDUCATION

Unit Measure: 1 session

Maximum Reimbursement Rate: $500/session
Minimum # of Units = 20

Planned presentations or participation in coordinated community-based fairs or events to inform and educate the public on the identification, prevention, and treatment of elder abuse, neglect, and exploitation. This can include outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals. One presentation or participation in one event, including extended events (lasting one or more days) is counted as one session.

ELDER ABUSE PREVENTION TRAINING FOR PROFESSIONALS

Unit Measure: 1 session

Maximum Reimbursement Rate: $500/session
Minimum # of Units = 20

Planned training for professionals (such as service providers, nurses, social workers, and others serving elders and victims of elder abuse) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation. Training topics may include elder self-determination, individual rights, and State and federal requirements concerning confidentiality. One presentation is counted as one session.

LEGAL ASSISTANCE

Unit Measure: 1 hour

Maximum Reimbursement Rate: $75/hour
Minimum # of Units = 1,500

Legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.

Services may include providing Legal Assistance in the following areas:

a. Income maintenance – Supplemental Security Income and Social Security

b. Health care and insurance programs – Medi-Cal, Medicare, Qualified Medicare Beneficiary, Long-Term Care, and private health insurance

c. Housing – tenant rights, evictions, foreclosures, homeless prevention, housing retention

d. Elder abuse – financial, physical, emotional

e. Capacity issues – managing affairs, counseling, Durable Power of Attorney, health care directives

f. Simple Wills and Advanced Planning

g. Other legal services

Legal Assistance service providers shall, with the approval of the AAS, perform the following:

a. Set priorities for the categories of cases for which legal assistance will be provided in order to concentrate on eligible individuals with the greatest economic need.

b. Give preference to Older Americans Act target populations and to eligible individuals with no other options, provided needed legal services are within the service areas established between the provider and the AAS.

c. Identify the locations and mediums Legal Assistance services will be provided, including onsite (senior centers, meal sites, outreach events, senior housing, etc.), electronic (Zoom, webinar, other online platforms), telephonic, or hybrid models.

d. Utilize the California Department of Aging (CDA) Legal Services reporting forms and follow the CDA and AAS instructions and guidelines for report submission.

OUTREACH

Unit Measure: 1 contact

Maximum Reimbursement Rate: $30/contact
Minimum # of Units = 335

Interventions (one-on-one contacts) with individuals initiated by an agency or provider for the purpose of identifying potential clients (or their age 60+ caregivers) and encouraging their use of existing services and benefits.

TELEPHONE REASSURANCE

Unit Measure: 1 contact
$20/contact

Maximum Reimbursement Rate:
Minimum # of Units = 2,000

Telephone a client to provide contact and safety checks to reassure and support older individuals. A contact is defined as a telephone call to an eligible client that lasts a minimum of fifteen (15) minutes, unless ended earlier by the individual called.

At a minimum, Telephone Assurance contracted provider shall perform the following:

a. Establish an eligibility criteria and outreach strategy to identify and prioritize services to older adults who live alone, feel isolated, lonely, and at-risk who need safety checks and reassurance.

b. Provide services to eligible clients who live in independent settings. Clients enrolled in the program who are then placed in facilities or "out of home" settings may continue to receive services with prior approval from the AAA.

c. Provide the service using trained volunteers.

d. Recruit, screen, train, supervise, and support volunteers in their role in providing Telephone Reassurance services. Develop a plan identifying the methods to carry out such volunteer development and management activities.

e. Supervise, manage, and monitor volunteers using agency staff. **This task shall not be designated to a volunteer.**

f. Use agency staff to conduct matching of eligible clients with Telephone Reassurance volunteers. **This task shall not be designated to a volunteer.**

g. Conduct face-to-face assessment interview utilizing appropriate technology (i.e., videoconferencing) or onsite with each eligible individual requesting Telephone Reassurance. **This task shall not be designated to a volunteer.**

h. Service activity must include conducting at least one (1) phone call every week with each enrolled participant.

i. Develop a tracking mechanism to document calls made to clients and a process for reporting service units provided.

VISITING

Unit Measure: 1 hour

Maximum Reimbursement Rate: $30/hour
Minimum # of Units = 1,335

Visit a client to provide contact and safety checks to reassure and support older individuals.

At a minimum, Visiting contracted provider shall perform the following:

a. Establish an eligibility criteria and outreach strategy to identify and prioritize services to older adults who live alone, feel isolated, lonely, and at-risk who need safety checks and reassurance.

b. Provide services to eligible clients who live in independent settings. Clients enrolled in the program who are then placed in facilities or "out of home" settings may continue to receive services with prior approval from the AAA.

c. Provide the service using trained volunteers.

d. Recruit, screen, train, supervise, and support volunteers in their role in providing Visiting services. Develop a plan identifying the methods to carry out such volunteer development and management activities.

e. Supervise, manage, and monitor volunteers using agency staff. **This task shall not be designated to a volunteer.**

f. Use agency staff to conduct matching of eligible clients with Visiting volunteers. **This task shall not be designated to a volunteer.**

g. Conduct face-to-face assessment interview utilizing appropriate technology (i.e., videoconferencing) or onsite with each eligible individual requesting Visiting services. **This task shall not be designated to a volunteer.**

h. Service activity must include conducting at least one (1) visit every week with each enrolled participant. During COVID, provider may propose alternative ways to deliver Visiting services that ensure the health and safety of participants and volunteers.

i. Develop a tracking mechanism to document visits made to clients and a process for reporting service units provided.

SECTION 6: BIDDER REQUIREMENTS

6.1 Bidder's Instructions

Bidder will submit a proposal for provision of services under the Older Americans Act in accordance with all Federal, State and County regulations. Failure to respond to any of the components in the RFP may result in disqualification. Read the ENTIRE RFP and complete the proposal as follows:

1. Submit a mandatory Letter of Intent (LOI) on or before **Friday, April 10, 2026 by 5:00 p.m. PST.** Submit the LOI through the BidNet Direct platform. Bids will only be accepted from agencies that have submitted a Letter of Intent by the due date.

2. Attend the Optional Bidder's Conference Webinar on **Friday, April 3, 2026**. Webinar registration is required prior to being admitted to join the Bidder's Conference. To register, please visit https://attendee.gotowebinar.com/register/1377281704411921496.

3. Submit questions about this RFP through the BidNet Direct platform with "RFP 1235" in the subject line. Questions must be submitted by **Monday, April 6, 2026**. Responses to questions will be posted on the BidNet Direct platform under this RFP on **Thursday, April 9, 2026**. Inquiries from individuals or agencies received from any other means will not be accepted.

4. Complete proposal by responding clearly and thoroughly to each of the requested components in Section 8 RFP Required Proposal Format.

5. Complete and submit all required Fiscal attachments, including the Proposal Budget using the template provided in this RFP **(FORM #4).**

6. Assemble a proposal packet for each service category for which the Bidder is seeking funding. The **Proposal Checklist** is referenced in **Section 10**, page 54.

6.2 Bidder's Requirements

The requirements described in this section are mandatory for all Bidders. Failure to comply will deem the applicant unresponsive and the proposal incomplete. The AAS reserves the right to waive any nonmaterial variation.

1. As a component of the Financial Proposal package, Bidder must submit **one (1) copy of the organization's most recent audited financial statements**. If not available, a review or compilation of the financial statements prepared by a Certified Public Accountant (CPA) must be submitted in lieu of audited financial statements if the latter is not available. A copy of the latest filed tax return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.

   If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, a copy the organization's most recent Single Audit must be submitted. If awarded a contract, bidders may be required to have audited financial statements during the period of performance.

   Submitted financial statements will be part of the evaluation of the proposal and will be scored according to solvency, internal controls, proposal budget, and overall rating.

2. Proposals and required attachments shall be submitted as specified herein and signed by an authorized agency representative who can bind the Bidder to the proposal submitted and the provisions of this RFP.

3. Regulations that govern the operation of the Older Americans Act programs, California Department of Aging Program Guide Requirements, and Area Agency on Aging Policy manuals, memorandums and assessment/evaluation criteria are available for review. The regulations cited in this RFP may also be found online, as referenced in Section 3.9 of this RFP. Request to review AAA policy manuals and other documents may be arranged by calling the AAA Office at: (925) 655-0774. Copies of the documents of interest may be furnished upon request.

4. The AAS may cancel this RFP at any time without prior written notice if deemed in the best interest of the AAS, EHSD, or the County

5. A proposal may be withdrawn in person by a Bidder's authorized representative prior to the RFP Proposal Response Submission Due Date as reflected in Section 2, RFP Timeline. If withdrawing a Proposal, the Bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the Proposal.

6. Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist. Proposals must set forth accurate and complete

information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

7. The selected proposal will be made a part of the awarded contract but is subject to negotiated modifications or revisions by the County to assure that necessary program requirements are covered before the contract is signed.

8. Proposals received are considered the property of the County and will not be returned.

9. All costs of proposal preparation shall be borne by the bidder. The County shall not be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposal budget.

SECTION 7: CONTRACT SPECIFICATIONS AND INSURANCE REQUIREMENTS

Upon acceptance of a proposal, the successful Bidder will enter into a standard County contract that specifies:

1. Parties to the Contract
2. Effective Funding Dates
3. Legal Capacity (Agency Type)
4. Signatories to the Contract
5. Service Specifications and Provisions for Monitoring and Evaluation

Contractor must be fully operational and in full contract compliance within ninety (90) days of the beginning date of the contract, at which time the contractor's capacity to fulfill contract goals will be evaluated by the AAS and the AAA. Contract compliance includes:

1. Provisions Related to:
    a. Insurance and indemnification
    b. Books, records, and reporting
2. Fiscal Provisions:
    a. Provisions for audit
    b. Method of payment to Contractor

    Note: if, during the Contract period, service levels are not being met, then the budget may be reduced to reflect the current service levels.
3. General Conditions. A copy of County standard contract General Conditions is attached to this RFP packet and incorporated herein by reference (see Section 12, Appendices, 12.1). County General Conditions outline county contract requirements.

4. Federal Subaward Conditions, as appropriate, (see Section 12, Appendices, 12.2) included as an attachment to Contracts resulting from Federal funding under this RFP.

5. Special Conditions: Area Agency on Aging Special Conditions (see Section 12, Appendices, 12.3) will be included as an attachment to Contracts resulting from this RFP.

6. Insurance. During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the County General Conditions unless otherwise expressed in the Special Conditions:

   THE COUNTY WILL NOT ISSUE A CHECK FOR REIMBURSEMENT TO A SUBCONTRACTOR unless current acceptable insurance certificate(s) are on file with the County. If an applicant is awarded a contract from the County, a Certificate of Insurance must be provided. This certificate, issued by the insuring agent, must list coverage required by the County, the amounts of coverage, and expiration date. The certificate must also name "Contra Costa County, its officers and employees as additional insured".

   Contractors are responsible for renewing coverage and updating written certificates during the contract period. Failure to keep current certification(s) on file will delay payments and could result in contract cancellation.

Additional Requirements

As applicable, the contractor must submit the required audit as specified in **Section 10.2 General Conditions**, item 27. **Required Audit**. **NOTE:** The threshold has increased from $750,000.00 to $1,000,000.00.

- If a consortium of agencies is submitting a proposal, a lead agency must be responsible for overseeing and monitoring its partners. The lead agency must act as the **cognizant fiscal agent** for its partners. Partners should submit similar budget requests for similar items. All other service providers requesting funding under the proposal must subcontract with the lead agency.

- All equipment requests will be evaluated for necessity and reasonableness in carrying out the program. Requests must detail how the equipment will be used in program service delivery.

- Budgets submitted in response to the RFP will be negotiated on a line-item basis. Line items will be reviewed for reasonableness and necessity in providing services.

- Cost reports shall be fully supported by accounting documentation. Salary and benefit costs allocated to this program must be supported by detailed time sheets. Grantees must maintain adequate payroll documentation, including "functional" time sheets, to support compensation paid to bona fide employees. Reimbursement of salary and benefit costs must be based on actual time spent on the program. Federal funds may only be expended for the purpose of which they were awarded. Compliance with all federal and state accounting regulations is required.

- If applicable, an approved Indirect Cost Rate must be submitted to EHSD within thirty (30) days of the execution of the contract if claiming indirect costs.

- Food items are not allowable, including employee coffee, treats for clients, or refreshments for program events, such as open houses. Paper goods such as plates and napkins are also not allowable. Contractor employees may only be reimbursed for meals while traveling outside the boundaries of Contra Costa County for documented program-related purposes directly associated with the Mental Health Services program.

SECTION 8: REQUIRED PROPOSAL FORMAT

The Bidder requirements outlined in this section are mandatory. The proposal must clearly demonstrate the Bidder's ability to provide the requested services. In addition to the response requirements described in Section 6 of this RFP, proposal must set forth accurate and complete information as required. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification. Response templates are provided and a list of what needs to be included in the proposal packet is described in section 10 of this RFP to ensure complete submission of the required documentation. **Submit a separate and complete set of proposal packet for each service being proposed**.

8.1 General Submittal Requirements

Proposal Submission (Electronic; Two–Envelope Format)

Proposals must be submitted electronically via BidNet Direct's Electronic Bid Submission (EBS) feature by the due date: **Monday, April 20, 2026, 5:00 p.m., PST**. Email, mail, or hand-delivered proposals are not accepted.

Bidders must submit their proposals using the **two-envelope method** within BidNet Direct's Electronic Bid Submission (EBS) system:

- **Envelope 1 – Proposal** (Upload Proposal as a single PDF.)

  File Name: RFP 1235 -*Agency Name*-Proposal

  This file must contain bidder proposal and all required attachments as specified in the RFP and must be signed by officials authorized to bind the bidder to the provisions of the RFP. (See **Proposal Checklist, Section 10**)

- **Envelope 2 – Financials** (Upload Financials file as a single PDF.)

  File Name: RFP 1235 -*Agency Name*-Financials

  This file must contain all required financial documents as specified in the RFP. (See **Proposal Checklist, Section 10**)

Finalize and Submit

Review both envelopes, ensure required fields are completed and submit.

Submission Confirmation

After completing all required steps in BidNet Direct's Electronic Bid Submission (EBS) process, the system will display a **confirmation screen** and generate a **confirmation receipt**. This receipt includes the date and time of submission and serves as proof that your bid was successfully submitted.

The bid status will change from **"Bid Not Submitted"** to **"Bid Submitted."** Bidders should **save or print the confirmation receipt** for their records. If the status remains **"Bid Not Submitted,"** your proposal is incomplete and will not be considered.

Bidders are strongly advised to submit early (24–48 hours before the deadline) to allow time for troubleshooting and ensure confirmation is received before the closing time.

The system will keep bid envelopes sealed until the official opening time to maintain confidentiality and compliance.

For technical assistance with the two-envelope submission process, contact BidNet Vendor Support at **800-835-4603 (Option 2)** or **support@BidNet.com**.

Modification/Withdrawal

Prior to the proposal due date/time, vendors may modify or withdraw their submission within BidNet Direct. After the deadline, proposals are final.

8.2 Formatting Requirements
Submissions in response to this RFP must be in the form of a Proposal package containing the complete Proposal and all the required supporting information and documents.

EHSD requires electronic submission of Proposals as previously referenced. Each bidder must **submit a separate and complete set of proposal packet for each service being proposed**.

All narrative materials are to be single-spaced on 8 1/2" X 11" paper, single-sided print with no less than 1" margins on each side of the paper. Proposals are to use a typeface no less than size 12-point font and be easily readable.

The total Proposal should not exceed 20 pages excluding cover statement, table of contents, proposal budget schedule, proposal budget narrative, resumes, required fiscal attachments and addendums.

Proposals should be **without** expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the Proposal. Information on evaluation criteria and weight factors are included in this RFP packet.

All pages should be numbered consecutively with each section identified by an appropriate number.

8.3 Required Documents

Required forms as reflected in the **Proposal Checklist Section 10** and included in this RFP, must be completed fully and incorporated into the submitted proposal package.

All information and forms included in the proposal package must be presented in the order outlined in the **Proposal Checklist Section 10** and numbered sequentially (excluding the Fiscal Addendums). Electronic templates are posted on the EHSD website under this RFP at https://ehsd.org/overview/contracting-opportunities/.

8.4 Proposal Outline

Assemble and arrange each Proposal in the order reflected on the Proposal Checklist and address all required content/questions. **The order in which items are presented is important**, as proposal reviewers will follow this order in looking for specific areas to evaluate. Refer to Proposal Evaluation Process to assure adherence and responsiveness to scoring requirements.

8.4.1 Proposal Cover Statement (Form #1)

This must be the first page of every proposal. The **Proposal Cover Statement** must be completed, in full, and signed by an agency officer authorized to bind the agency to all commitments made in the proposal. Complete the Proposal Cover Page template **(FORM #1)** provided in this RFP. This form must be completed, signed in blue ink, and will serve as the first page/cover of the agency's proposal. Do not place anything in front of this page.

8.4.2 Table of Contents

Complete a **Table of Contents** including page numbers for each section.

8.4.3 Program Narrative Response

Respond to the following questions clearly and concisely. **The total Proposal should not exceed 20 pages** excluding cover statement, table of contents, proposal budget schedule, proposal budget narrative, resumes, required fiscal attachments and addendums. If the total number of pages exceeds the parameters stated herein**, the additional pages will not be reviewed**.

A. AGENCY OVERVIEW AND ORGANIZATIONAL CAPACITY (4 pages max, 20 possible points)

1. Describe the organization's history, mission, purpose, programs/services, and number of years the agency has been in business under the present or prior business name. Include as an Addendum in your proposal a list of the organization's Board of Directors **(FORM #3)**, and the agency's IRS tax exempt letter.

2. Provide a summary of the organization's experience implementing a service relevant to the service described in this RFP for which the agency is seeking funding, including the number of years of experience the organization has been providing the service being proposed. If applicable, provide the name of the agency with whom the Bidder has a contract for the relevant or similar service being proposed.

3. Describe your organization's experience in reaching the targeted populations considered priority populations or geographic areas as described in this RFP (see section 4.3 Targeting). In your response, include any relevant data or information that demonstrate the organization's experience in providing services to the targeted/priority populations. Explain the organization's strategies to reach the targeted priority populations and the specific services provided.

4. Describe the organization's experience in coordinating and collaborating with local and regional community-based agencies to integrate the service delivery system in Contra Costa County. Provide specific examples of how these efforts have led to increased opportunities for older adults to access services. If submitting a collaborative proposal, describe the nature and roles of relationship(s) with program partners, any formal or informal agreements (such as Memorandums of Understanding) among partner agencies, and any

previous activities that have incorporated the expertise of other agencies that may include planning, community education, and service delivery.

B. PROGRAM DESIGN AND APPROACH (10 pages max, 50 possible points)

1. Identify the service you propose to serve and are seeking funding through this RFP, as listed in Section 5.5 Solicitation of Proposals. Submit a separate and complete application packet for each service you are proposing to serve. Your response must include the following:

    a. **Service** proposed.

    b. **Number of units** to be served during a twelve (12) month period.

    c. **Geographic** areas to be served.

    d. **Demographic characteristic** of the clients to be served.

    e. **Targeted population(s)** to be reached/served.

2. Describe the overall **goals** of the proposed service. Identify specific measurable outcome-based **objectives**, with timelines, that will support the fulfillment of the established program goals. This section should include goals and objectives for serving the priority targeted populations specified in this RFP.

3. Describe the methods for which the organization will evaluate program impact and outcomes. Identify ways the agency will measure its performance in reaching the overall goals and objectives identified above in #3 and the methods for collecting the information. Identify how the agency plans to use program metrics information to continuously improve the quality of the service proposed.

4. Describe the outreach/marketing methods the organization intends to employ to generate client participation in the program. Identify strategies to reach older adults who have not previously been served by the program, including the priority targeted populations described in Section 4.3 of this RFP.

5. Describe how the proposed program/service will address the diversity of abilities, culture, gender identity, language, race, and sexual orientation of clients and their support network. Describe strategies and processes that will

be used to ensure that services are sensitive and relevant to diverse backgrounds of the client population.

6. Describe the staffing for the proposed program/service.

    a. Describe the indirect and direct staff that will operate and support the program (e.g., full time equivalencies, responsibilities, experience, licenses, etc.). Include an organizational chart illustrating how the proposed project relates with other agency projects and programs. **Place organizational chart in the Addendum.**

    b. Include job descriptions and/or resumes of the agency's Executive Director/CEO and key program staff. **Place job descriptions and/or resumes in the Addendum.**

C. ADMINISTRATIVE AND FISCAL QUALIFICATIONS (6 pages max, 30 possible points)

1. Discuss how the organization will comply with data and fiscal reporting requirements.

2. Describe the organization's current accounting system, including the following: areas and frequency of accounting for receivables and payables, payroll processing, financial statement preparation, and internal/external auditing.

3. Describe a plan for maintaining service delivery during a disaster/emergency/ shelter-in-place situation. The description should include the agency's ability to provide the proposed service in alternative formats, such as webinars, video conferences or phone conferences. Describe how the agency will provide additional or alternative supports to clients during these situations.

4. Describe the system for collecting voluntary contributions for services. Describe how program income will be distributed.

5. Describe the organization's ability to provide cash match and in-kind support as appropriate.

6. Using the enclosed Proposal Budget template and justification **(FORM #4)**, describe the proposed budget for the proposed service.

8.4.4 Fiscal Documentation, Narrative and Budget

The Bidder's fiscal information will be used to determine whether adequate financial and other resources are available to support the proposed service. Include an Addendum with the submission if more space is needed to provide the requested information. If any item is not applicable, please note on the form. Response to this section will be used for the Fiscal Review of the application and will determine whether the proposal will advance to the Bureau Review by scoring 70% or higher in this section.

A. Complete and attach the Agency Line Item Proposal Budget **(FORM #4)**, showing the amount and purpose of requested funds, and the other resources, including in-kind, available to the agency to support this proposed project. Budgets should reflect common business practices and be adequate to ensure the success of the proposed project.

    1. **A 10.53% match of IIIB funds is required in either cash or in-kind**. Reference the Instructions for Completing the Budget for additional details.

    2. Title VII funding does not require matching funds.

    3. Measure X funding does not require matching funds.

    4. The indirect cost/overhead line item is intended to cover costs that are necessary to conduct the contract, yet are not readily identified as direct program expenses (e.g. reporting costs, payroll processing, fund development, insurance, other administrative costs, etc.) Indirect costs are limited to 10% of personnel and operating costs and must be described in the budget narrative.

B. Provide a Fiscal Management Narrative which includes:

    1. A brief description of the lead agency's accounting system and internal controls.

    2. Explain how the agency's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and fiscal staff in fiscal management. Describe experience and qualifications of fiscal staff. Complete Board of Directors Form **(FORM #3)** and include as an Addendum as

referenced in the Proposal Submission Checklist.

3. Describe internal management and control systems.

4. Discuss any additional sources of income that have been or will be added to support the proposed project.

5. Describe how the agency will plan for the long-term sustainability of theproposed project.

6. Describe all line items included in the proposal budget and the justification for each line item in the budget including what the specific item is, how the specific line item relates to the program and how the amount shown in the budget was arithmetically determined.

C. If applicable, complete a Line Item Proposal Budget for each subcontractor showing the amount and purpose of requested funds.

D. Provide a proposal budget narrative describing all line items included in the subcontractor budget and the Justification for each line item in the budget.

E. Submit one (1) copy of the agency's most recent audit including any applicable corrective action plans, in the Addendum section referenced in the Proposal Submission Checklist.

   1. A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of an audit/audited financial statements if the latter are not available. A copy of the latest filed tax return must be submitted if a review or compilation is not available.

F. Submit one (1) copy of current Agency Operating Budget with revenues and expenses indicated.

G. Describe fiscal procedures and policies or **attach a manual of fiscal procedures and policies** in the Addendum section as referenced in the Proposal Submission Checklist.

SECTION 9: EVALUATION PROCESS AND CONTRACT AWARD

9.1 Evaluation Process

All proposals complete three (3) stages of evaluation: Compliance Review, Fiscal Review, and Bureau Panel Review. Proposals will be stored in a designated secure location to ensure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP. All Bidders submitting proposals by the published due date will be sent a copy of the Award Notification letter. The proposal evaluation stages are as follows:

9.2 Compliance Review

Compliance Review will be performed by the Contracts and Grants Unit for adherence to RFP submission requirements. This will be evaluated on a **pass/fail** standard based on adherence to deadlines and submission requirements. Applications that pass Compliance Review will be advanced for Fiscal Review.

9.3 Fiscal Review

Fiscal Review will be performed by the Employment and Human Services Department, Fiscal Division. Submitted financial statements described in section 8.4.4 will be evaluated and scored according to proposal budget, solvency, and internal controls**.** Each proposal must receive a **minimum score of 70%** of the total available 100 points on the Fiscal Review to be forwarded to the Bureau Committee Review Panel for consideration.

9.4 Bureau Committee Review

RFP Proposals that successfully complete the Contracts Compliance Review and the Fiscal Review (referenced above) will be submitted for Bureau Committee Review. This Panel review will be performed by a team that may include Employment and Human Services Department and other County department staff, technical experts outside the County, consumers, and members of the Contra Costa County Advisory Council on Aging. The Panel will evaluate and score the proposals in the manner submitted by the described in **9.5 Scoring Methodology below**.

9.5 Scoring Methodology

Program elements will be weighted as follows with a maximum score of 100 points using the following criteria guidelines. **Proposals that do not attain an average of 70**

points from the Bureau Panel Committee are unlikely to be eligible for further consideration for funding.

Program Elements and Possible Score

A. Agency Overview and Organizational Capacity – 20 Points

Evaluation Criteria	Weight	Points	Maximum Total
1. Describe the organization's history, mission, purpose, programs/services, and number of years the agency has been in business under the present or prior business name. Include as an Addendum in the proposal one (1) copy of Bidder's IRS 501(c)(3) determination letter.	**1**	**5**	**5**
2. Provide a summary of the organization's experience implementing a service relevant to the service described in this RFP for which the agency is seeking funding, including the number of years of experience the organization has been providing the service being proposed. If applicable, provide the name of the agency with whom the Bidder has a contract for the relevant or similar service being proposed.	**1**	**5**	**5**
3. Describe your organization's experience in reaching the targeted populations considered priority populations or geographic areas as described in this RFP (see section 4.3 Targeting). In your response, include any relevant data or information that demonstrate the organization's experience in providing services to the targeted/priority populations. Explain the organization's strategies to reach the targeted priority populations and the specific services provided.	**1**	**5**	**5**

4. Describe the organization's experience in coordinating and collaborating with local and regional community-based agencies to integrate the service delivery system in Contra Costa County. Provide specific examples of how these efforts have led to increased opportunities for older adults to access services. If submitting a collaborative proposal, describe the nature and roles of relationship(s) with program partners, any formal or informal agreements (such as Memorandums of Understanding) among partner agencies, and any previous activities that have incorporated the expertise of other agencies that may include planning, community education, and service delivery.	**1**	**5**	**5**

B. Program Design and Approach – 50 Points

Evaluation Criteria	Weight	Points	Maximum Total
1. Identify the service you propose to serve and are seeking funding through this RFP, as listed in Section 5.5 Solicitation of Proposals. Submit a separate and complete application packet for each service you are proposing to serve. Your response must include the following: a. **Service** proposed. b. **Number of units** to be served during a 12-month period. c. **Geographic** areas to be served. d. **Demographic characteristic** of the clients to be served. e. **Target population(s)** to be reached/served.	**2**	**5**	**10**
2. Describe the overall **goals** of the proposed service. Identify specific measurable outcome-based **objectives**, with timelines, that will support the fulfillment of the established program goals. This section should include goals and objectives for serving the priority targeted populations specified in this RFP.	**1.5**	**5**	**7.5**
3. Describe the methods for which the organization will evaluate program impact and outcomes. Identify ways the agency will measure its performance in reaching the overall goals and objectives identified above in #2 and the methods for collecting	**1.5**	**5**	**7.5**

the information. Identify how the agency plans to use program metrics information to continuously improve the quality of the service proposed.			
4. Describe the outreach/marketing methods the organization intends to employ to generate client participation in the program. Identify strategies to reach older adults who have not previously been served by the program, including the priority targeted populations described in Section 4.3 of this RFP.	**1.5**	**5**	**7.5**
5. Describe how the proposed program/service will address the diversity of abilities, culture, gender identity, language, race, and sexual orientation of clients and their support network. Describe strategies and processes that will be used to ensure that services are sensitive and relevant to diverse backgrounds of the client population.	**2**	**5**	**10**
6. Describe the staffing for the proposed program/service. a. Describe the indirect and direct staff that will operate and support the program (e.g., full time equivalencies, responsibilities, experience, licenses, etc.). Include an organizational chart illustrating how the proposed project relates with other agency projects and programs. **Place organizational chart in the Addendum.** b. Include job descriptions and/or resumes of the agency's Executive Director/CEO and key program staff. **Place job descriptions and/or resumes in the Addendum.**	**1.5**	**5**	**7.5**

C. Administrative and Fiscal Qualifications – 30 Points

Evaluation Criteria	Weight	Points	Maximum Total
1. Discuss how the organization will comply with data and fiscal reporting requirements.	**1**	**5**	**5**
2. Describe the organization's current accounting system, including the following: areas and frequency of accounting for receivables and payables, payroll processing, financial statement preparation, and internal/external auditing.	**1**	**5**	**5**

3. Describe a plan for maintaining service delivery during a disaster/emergency/shelter-in-place situation. The description should include the agency's ability to provide the proposed service in alternative formats, such as webinars, video conferences or phone conferences. Describe how the agency will provide additional or alternative supports to clients during these situations.	**1**	**5**	**5**
4. Describe the system for collecting voluntary contributions for services. Describe how program income will be distributed.	**1**	**5**	**5**
5. Describe the organization's ability to provide cash match and in-kind support.	**1**	**5**	**5**
6. Using the enclosed Proposal Budget template and justification **(FORM #4),** describe the proposed program budget for the proposed service.	**1**	**5**	**5**

Total Maximum Possible Points	**100**

9.6 Appeals Process

Only Bidders submitting a proposal in accordance with this RFP shall have an opportunity to appeal the funding decision of EHSD. **Proposals disqualified for not meeting the deadline for submission are not eligible for appeal**.

All Bidders will receive an emailed notification from EHSD informing them of the funding decisions. If a Bidder wishes to appeal the selection or award decision, the Bidder must submit a written appeal request.

1. Area(s) of contention.
2. How the organization was damaged.
3. A recommended solution.

An appeal will only be considered valid if there has been a violation of one of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or EHSD procurement guidelines have been violated.

An appeal would not be allowed:

- To contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.

Letters of appeal must be sent to:

EHSD Director
40 Douglas Drive
Martinez, CA 94553
or via email to: contract_clerk@ehsd.cccounty.us

Letters of appeals must be sent and received no later than 5:00 p.m. by the fifth (5) business day from the date email is sent of the award status. The appeal will be conducted in accordance with the EHSD process.

The County's appeal decision is final. Notification of a final decision on an appeal shall be made in writing to the Bidder.

An appellant is entitled to appeal a decision made by the County by submitting a written appeal to the State at:

California Department of Aging
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

A copy of the appeal letter sent to State must also be sent to the County at:

Employment and Human Services Department
Contracts and Grants Unit
40 Douglas Drive
Martinez, CA 94553.

9.7 Contract Award and Negotiation

The successful Bidder(s) will be expected to promptly enter into contract negotiation with EHSD. This may result in mutually agreed upon changes in plans or activities identified in the Proposal. As a result of this negotiation, the actual contract may include other agreements and clarifications of activities, consistent with the intent of this RFP.

Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by Contractor prior to the effective date of any contract.

Selected Contractor(s) will be responsible for all services offered in their RFP Proposal, whether or not Contractor(s) perform them directly or through subcontractors in multiple agency collaboration.
EHSD will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the Contract.

9.8 Contract Term and Litigation Warranty

EHSD will negotiate contract terms and agreements with the successful Bidder(s). Satisfactory performance and delivery of services are conditions of contract renewal. Total overall contract term for services under this RFP including renewals is not to exceed a total of three (3) years, depending upon funding availability.

Bidders, by submitting a Proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidder on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to EHSD in the Proposal. Disclosure will not automatically disqualify the Bidder; however, EHSD reserves the right to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of EHSD.

SECTION 10: PROPOSAL CHECKLIST

All items listed below shall be completed and included in submittal package at time of submission to County as per the RFP. This list is intended to assist responding organizations. It is the sole responsibility of each responding organization to ensure that their proposal conforms to the requirements of the RFP. Required forms are provided in Section 11.

File #1 Proposal File: [Save as RFP1235-*Agency Name*-Proposal]

- ☐ **Proposal Cover Statement (Form #1)**
- ☐ **Table of Contents**
- ☐ **Program Narrative**
  - ☐ Agency Overview and Organizational Capacity (20 points)
  - ☐ Program Design and Approach (50 points)
  - ☐ Administrative and Fiscal Qualifications (30 points)
- ☐ **Proposal Addendums**
  - ☐ **Statement of Qualifications** (**Form #2** with original signatures must accompany original proposal), completed and signed by Agency Executive Director and President of Agency Board of Directors.
  - ☐ **Organizational Chart**
  - ☐ **Job Descriptions and/or Resumes of Executive Director and Key Program and Fiscal Staff**
  - ☐ **1** copy of Bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).
  - ☐ **Agency Brochure (as available)**
  - ☐ **Proposal Budget and Budget Narrative (Form #4; Excel Workbook)**

File #2 Fiscal File: [Save as RFP1235-*Agency Name*-Financials]

- ☐ **Fiscal Management Narrative**
- ☐ **Board of Directors Form (Form #3)**
- ☐ **Proposal Budget and Budget Narrative (Form #4; Excel Workbook)**
- ☐ **Fiscal Addendums**
  - ☐ **1** copy of Bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy (reference Section 8.4.4).
  - ☐ **1** copy of Bidder's last audited financial statement attached to original proposal copy. (Reference Section 6.2 for alternate submission

requirements if audited financial statements are not available).

☐ **1** copy of current Agency Budget with revenues and expenses indicated (reference Section 8.4.4).

SECTION 11: REQUIRED FORMS

All forms must be completed and attached to submitted proposals

	Form #	Form Title
11.1	#1	Proposal Cover Statement
11.2	#2	Statement of Qualifications
11.3	#3	Board of Directors
11.4	#4	Proposal Budget (Excel Workbook; Summary)

11.1 FORM #1: Proposal Cover Statement

PROPOSAL COVER STATEMENT – RFP 1235	
BIDDER ORGANIZATION NAME	
ADDRESS	**Bidder Phone**
	Bidder Fax
	Web Address
CONTACT PERSON	**Contact Phone**
	Contact E-mail
	Contact Fax
ADDRESS OF PROGRAM (if different than above)	
PROGRAM TITLE	
COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)	
AMOUNT OF FUNDING REQUEST TOTAL AMOUNT REQUESTED $_____	
FEDERAL EMPLOYER NUMBER	**501(C)(3) EXEMPTION** _____
AGENCY PRIOR YEAR NET OPERATING BUDGET	**$_____**
AUTHORIZATION *We submit the attached response to the Notice of Request for Proposal No.___ dated _____ and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.*	
AUTHORIZED REPRESENTATIVES: (two signatures required)	
Name: _____	Title: Executive Director/President/CEO
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____

11.2 FORM #2: Statement of Qualifications

1. List any licenses or certifications held by the agency, with expiration dates.
2. a) Who administers the agency's fiscal system?

   Name: _____

   Phone: _____

   Title: _____

   Work Schedule: _____

   b) What CPA firm prepares the agency's annual audit?

   Name: _____

   Phone: _____

   Address _____
3. Number of years' bidder operated under the present business name. List related prior business names, if any and timeframe for each.
4. Number of years' bidder has provided the services described in this proposal or related services.
5. Has bidder failed or refused to complete any contract? Yes _____ No _____
   If yes, briefly explain.
6. Is there any past, present or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? Yes _____ No _____
   If yes, briefly explain.
7. Does bidder have a controlling interest in any other firm(s)? Yes _____ No _____
8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? Yes _____ No _____
   If yes, specify below.

FORM #2, Continued

9. Supply names, addresses and phone numbers of two references, one each in the areas of financial/administrative management and social service delivery to substantiate experience and qualifications.

Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of bidder's qualifications to perform proposed services.

_____ _____
Signature Date

_____
Printed Name and Title (Executive Director/President/CEO)

_____ _____
Signature Date

_____
Printed Name and Title (Board President)

Note: When more than one agency will collaborate in providing services(s), above signatures are required of only the lead agency. Lead agency will certify that each member of the agency consortium will meet service and fiscal requirements.

11.3 FORM #3: Board of Directors

1. Number of Board members required by agency's bylaws: _____

2. Number of current Board members: _____

3. When and how often does the Board meet: _____

4. List current Board members below (or attach Board List in this format):

Member Name	Address	Occupation/ Affiliation	Board Position	# Years on Board

5. Describe key roles and responsibilities of the Board: _____

11.4 FORM #4: Proposal Budget (Excel Workbook)

ATTACHMENT A: BUDGET OF ESTIMATED PROGRAM EXPENDITURES **Contract:**

Budget Summary (Cost Reimbursement)

This Worksheet is locked.
Information provided in tabs A through J will be summarized below.

Legal Entity Name: _____
Doing Business As (DBA): _____
Contact Name: _____
Contact Email: _____
Contact Phone Number: _____
Contract Number: _____
RFI / RFP Number: _____

Budget Category	Cost Reimbursement Amount	In-Kind Amounts	Total
A. Personnel			
B. Fringe Benefits			
C. Travel			
D. Property			
E. Supplies			
F. Facility & Infrastructure Costs			
G. Consultants & Contracts			
H. Participant Costs			
I. Other			
TOTAL PROJECT COSTS:			

Budget Summary
11/22/2021 9:05 AM
CR Template V2.0

Page 1 of 1

Initials: _____ _____
Contractor County Dept.

SECTION 12: APPENDICES

12.1 General Conditions

GENERAL CONDITIONS

1. **Compliance with Law**. Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.

2. **Inspection**. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated there under, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges there under.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.

5. **Termination and Cancellation**.

   a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered a part of, this Contract.
8. **Modifications and Amendments**.

   a. **General Amendments**. In the event that the total Payment Limit of this Contract is less than $200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent of the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval. This Contract may be modified or amended by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments**. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes**. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction**.

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws**. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County**. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County be thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment**. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status**. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest**. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with

the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with the County. Contractor covenants that Contractor, its employees and officials, are not now employed by the County and have not been so employed by the County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, or attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to

provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify the County for the portion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

b. **Workers' Compensation**. Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance**. The Contractor must provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time

during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions**. No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and the Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit**.

a. If Contractor expends $750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.

b. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

c. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity, and/or the County. If an audit is required, Contractor must provide County with the audit.

d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

12.2 Federal Subaward Conditions

Federal Subaward Conditions

I. The contract meets the conditions of a Federal subaward, and the Contractor is subject to the Subrecipient provisions in 2 CFR 200.

II. Definitions:
   A. CFR means Code of Federal Regulations

   B. Assistance Listings (AL) (formerly Catalog of Federal Domestic Assistance (CFDA))

   C. Subrecipient – – Title 2 CFR section 200.1 2
   Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

   D. Subaward – – Title 2 CFR section 200.1
   Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

   E. Pass-through Entity – – Title 2 CFR section 200.1
   Pass-through entity means a recipient and/or subrecipient that provides a subaward to a subrecipient to carry out part of a Federal program.

III. The pass-through entity is the County of Contra Costa.
IV. The Subrecipient is _____.
V. The Subrecipient's unique identification number is _____.
VI. If applicable, the Federal Award Date is_____ or not applicable.
VII. If applicable, the Federal Award Identification Number (FAIN) is _____ or not applicable.

VIII. The Subaward Period of Performance is from _____ to _____.
IX. The total amount of Federal Funds Obligated to the subrecipient in this Federal subaward award is: _____.
X. The AL Number is _____.
XI. The Federal Program Title is _____.
XII. The Subrecipient's federally approved indirect cost rate agreement is incorporated by reference if the Subrecipient's budget submitted includes a federally approved indirect cost.
XIII. The Subrecipient shall use the Federal award in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

Subrecipient must comply with the following regulations governing the use of federal and state funds:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

2 CFR Part 300 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (HHS-Specific Requirements);*

2 CFR Part 180 – *OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement);*

2 CFR Part 376 – *Nonprocurement, Debarment and Suspension;*

45 CFR Part 80 – *Nondiscrimination under Programs Receiving Federal Financial Assistance, Effectuation of Title VI of the Civil Rights Act of 1964;*

45 CFR Part 81 – *Practice and Procedure for Hearings under Part 80 of this Title;*

45 CFR Part 82 – *Governmentwide Requirements for Drug-Free Workplace (Financial Assistance);*

45 CFR Part 84 – *Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance;*

45 CFR Part 86 – *Nondiscrimination on the Basis of Sex in Education*

Programs or Activities Receiving Federal Financial Assistance;

45 CFR Part 91 *– Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;*

45 CFR Part 93 *– New Restrictions on Lobbying; and*

45 CFR Part 95 – General Administration – Grant Programs (Public Assistance, Medical Assistance, and State Children's Health Insurance Programs).

12.3 Area Agency on Aging Special Conditions

A. Definitions

1. "County" means: County Costa County through its Employment and Human Services Department, Area Agency on Aging.
2. "Department" or "EHSD" means: Employment and Human Services Department.
3. "CDA" means: California Department of Aging.
4. "AAA" means: Area Agency on Aging.
5. "CFR" means: Code of Federal Regulations.
6. "CCR" means: California Code of Regulations.
7. "USC" means: United States Code.
8. Title III program definitions and requirements may be found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Div. 1.8, Section 7000, et seq., and Department Program Memoranda.
9. "Service Population" means an emphasis on serving those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E)] [Title 22, CCR, §§7125, 7127, 7130, and 7135]. Greatest Social Need: (GSN) is defined as an older person, age 60 and older, having at least two of the following characteristics: handicapped, language/communication barrier, lives alone, or age 75 or over. Greatest Economic Need: (GEN) is defined as an older person whose monthly income is at or below the Federal poverty guidelines.
10. **Title IIIB (Supportive Services**) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs

Information System (NAPIS) and National Ombudsman Reporting System (NORS).

11. **Title IIIC-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 current Dietary Guidelines for Americans.
12. **Title IIIC-2 (Home-Delivered Nutrition Services)** means nutrition services provided to individuals who are frail as defined by 22 CCR §7119, homebound by reason of illness or disability, or otherwise isolated. Services include: 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.
13. **Title IIID (Health Promotion Services)** means the provision of health risk assessments; routine health screenings; nutrition counseling; education services; evidence-based health promotion; physical fitness; group exercise; music, art, dance movement therapy; programs for multigenerational participation; home injury control services; screening for the prevention of depression and coordination of mental health services; and education on preventive health services.
14. **Title IIID (Medication Management)** means medication screening and education to prevent incorrect medication and adverse drug reactions.
15. **Title III E (Family Caregiver Support Program):** Contractor must read Attachment7, Title III E Definitions, attached hereto and incorporated herein by reference. Said definitions define terminology, eligibility and service categories for the OAA, if applicable.

16. **Definitions Specific to Title VIIA (Allotments for Vulnerable Elder Rights Protection Activities- Long Term Care Ombudsman Programs)**

a. Eligible Service Population means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]

b. Local Ombudsman Program means either a program of the AAA or its subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §711(3), §712(a) (5)(A); W&I §9701(a)].

c. Local Ombudsman Program Coordinator means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements.

d. Ombudsman Representative means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. [OAA§§711(5), 712(a)(5)(A); 45 CFR 1324.1; W&I Code §9712.5]

17. **Definitions Specific to Title VII B (Allotments for Vulnerable Elder Rights Protection Activities-Programs for Prevention of Elder Abuse, Neglect and Exploitation**

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation (including financial exploitation) [OAA §721), including:

a. Providing for public education and outreach to identify and prevent elder abuse, neglect and exploitation.

b. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals.

c. Ensuring the coordination of services by AAA with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction.

d. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect and exploitation in public interest messages disseminated in local media through the Public Service Announcement (PSA) system to raise awareness around elder abuse.

e. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs.

f. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy.

g. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims.

h. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by the Department to be appropriate.

B. Law, Policy and Procedure, Licenses, and Certificates

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

C. Nondiscrimination In Employment, Services, Benefits And Facilities

Contractor shall comply with all federal and state statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), CCC 307 - DGS.CA.gov, which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities: Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC § 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities: Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws: Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx. The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal.

Gov. Code § 12960), and ensures that Contractor's internal policies are not used in violation of California Civil Rights Laws.

4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC § 12101 et seq.]

5. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Contract.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Contract and when applicable give notice of these obligations to labor organizations with which they have Contracts.

D. **Facility Construction or Repair** (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with:
   a. Copeland "Anti-Kickback" Act ([18 USC §874, 40 USC) §3141] [29 CFR Part 3]).
   b. Davis-Bacon Act [40 USC §3141 et seq.] ([29 CFR Part 5]).
   c. Contract Work Hours and Safety Standards Act (40 USC §3701 et seq,] [29 CFR, Part 5, 6, 7, 8]).
   d. 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, Part 60).

2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property that would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the County.

3. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from the County before making any fund or budget transfers between construction and non-construction.

E. Contracts in Excess of $100,000

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

1. Clean Air Act, as amended (42 USC §7401).
2. The Clean Water Act, as amended (33 USC §1251, et seq.).
3. Environmental Protection Agency Regulations (40 CFR29) [Executive Order 11738].
4. State Contract Act [Cal.Pub.Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010 Civil Code § 51, et seq.]]

F. Debarment, Suspension, and Other Responsibility Matters

1. Contractor certifies to the best of its knowledge and belief, that it:

   a. Is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Has not within a three-year period preceding this Contract 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;
   c. Is 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
   d. Has not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

2. Contractor shall:

   a. Report immediately to the County in writing any incidents of alleged fraud and/or abuse by Contractor.

b. Maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the County.
c. Agree to timely execute any and all amendments to this Contract or other required documentation relating to debarment/suspension status.

G. Corporate Status

1. Contractor shall be a public or private nonprofit entity. If a private nonprofit corporation, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Contract.

2. Contractor shall ensure that any subcontractors providing services under this Contract shall be of sound financial status. Any private, subcontracting corporation shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Contract.

3. Failure to maintain good standing by the contracting corporation shall result in suspension or termination of this Contract with the County until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation shall result in suspension or termination of the subcontract until satisfactory status is restored.

4. Contracts with individuals are not subject to the restrictions set forth above in Paragraph G. Corporate Status.

H. Lobbying Certification:

1. Contractor must read, sign and date Lobbying Certification Attachment 4 and return with the contract. To report lobbying activities, Contractor must complete Standard Form Disclosure of Lobbying Activities LLL (Attachment 10). Refer for implementing guidance published by the Office of Management and Budget for additional information.

2. Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the congress.

I. Contractor and its Subcontractor/Vendors shall comply with Governor 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."

J. **Commencement of Work**: Should Contractor begin work in advance of receiving notice that this Contract is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

K. **Property:**

1. Unless otherwise provided for in this Paragraph K, property refers to all assets used in operation of this Contract.
   a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles as defined below.
   b. Property does not include consumable office supplies such as paper, pencils, toner cartridges and file folders, etc.
2. Property acquired under this Contract, which meets any of the following criteria is subject to the reporting requirements:
   a. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
   b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
   c. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Non-capitalized property means those items that do not meet the reporting requirements enumerated in the above (Paragraph K. 2 (a, b, c).
4. Additions, improvements, and betterments to assets meeting all of the conditions in Section 2, above, must be capitalized. 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, increase 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.

5. Intangibles are property that lacks physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, and similar items).

   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.

6. Contractor shall record the following information when property is purchased with funds from this Contract, and submit Property Acquisition Form (CDA 9023), included as Attachment 5, for all property furnished or purchased by Contractor with funds awarded under the terms of this Contract, as instructed by County. Contractor shall record at minimum, the following information when property is acquired:

   a. Date acquired.
   b. Item description (include model number).
   c. CDA tag number.
   d. Purchase cost or other basis of valuation.
   e. Serial number (if applicable).
   f. Fund source.
   g. Purchase cost or other basis of valuation.

7. Prior to disposal of any property purchased by Contractor with funds from this Contract, Contractor must obtain approval from the County regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is received from the County. Contractor shall use the Request to Dispose of Property (CDA 248) Attachment 6 to dispose of property.

8. 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-functional printers, and laptops.

9. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the County.

10. 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, until Contractor has complied with all written instructions from the County regarding the final disposition of the property.

11. In the event of Contractor's dissolution or upon termination of this Contract, the Contractor shall provide a final property inventory to the County. The County reserves the right to require Contractor to transfer such property to another entity, or to the County.

12. To exercise the above right to transfer property, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, the County will issue specific written disposition instructions to Contractor.

13. The Contractor shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:

    a. Another County program providing the same or similar service; or
    b. Another County (CDA) funded program; or
    c. State/federally-funded program.

Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County. As a condition of the approval, County may require reimbursement under this Contract for its use.

Contractor shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately owned business entity.

If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

L. Access

Contractor shall provide access to the County, State, or Federal agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized Federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor, which are directly pertinent to this Contract for the purpose of audit, examination, excerpts, and transcriptions.

M. Monitoring, Assessment, and Evaluation

1. Authorized County or State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Contract. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

2. Contractor shall cooperate with the County and State in the monitoring, assessment, and evaluation processes, which includes making any administrative program and fiscal staff available during any scheduled process.

N. Fiscal/Budget/Data/Other Requirements

1. LOCAL SHARE/MATCH: Contractor shall during the term of this Contract provide and identify cost of Contract match each month, totaling a minimum of 1/9th of federal funds unless specified otherwise.

2. FUNDING: Funding for this Contract is contingent upon the availability of State and Federal funds and can be terminated when such funds are not available (see Paragraph Q.2).

3. LINE ITEM CHANGES: Contractor shall obtain written authorization from AAA prior to individual line-item changes of more than 10%, subject to the total Contract payment limit.

   Contractor utilizing line item budgets will provide to the County a written Cost Allocation Plan (CAP) detailing each cost item and its allocation method. Individual cost items may be incurred that are specific to a grant program but central costs must be allocated.

These allocated costs are direct costs. Utilizing the methodology described in the submitted CAP, Contractor must prepare schedules that detail the allocation of 100% of the cost in the Contractor expenditure reports itemizing the allocation of each service to the specific benefited program. For contracts with a total payment limit of $50,000 or less, Contractor may submit one written paragraph detailing the CAP.

4. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving such as Medicaid waiver programs or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental Services Regional Centers, Department of Health Care Services, Caregiver Resource Centers and other Title III funded providers.

5. DISALLOWED COSTS and INDIRECT COSTS: Disallowed costs means those charges determined to be unallowable, in accordance with the applicable Federal statues, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2) The AAA reserves the right to refuse payment to Contractor or later disallow costs for any expenditure determined by the Department as not in compliance with this Contract or determined to be unrelated to Contract activities; or inappropriate to such activities; or for which there is insufficient supporting documentation presented; or for which prior approval was required but was either not requested or not granted.

   INDIRECT COSTS:
   (1) The maximum reimbursement amount allowable for indirect costs is 10 percent (10%) of Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. (2) Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by the County. (3) Indirect cost rates exceeding the maximum ten percent (10%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from the County prior to budgeting the excess indirect costs as in-kind.

RECOVERABLE COST:
Is defined as the state and federal share of the questioned cost.

QUESTIONED COSTS:
Is defined as a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2)

ALLOCATION:
Is defined as the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)

UNALLOWABLE PROFIT:
The US Department of Health and Human Services (DHHS) does not allow recipients of DHSS funds to earn a profit even if the recipient is a commercial organization as stipulated in §75.216(b) in 45 CFR 75. Profit is any amount in excess of allowable direct and indirect costs. Contractor may not include profit on AAA funding streams as stipulated in §75.400(g) in 45 CFR 75.

6. RECORDS:
Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of records to account for the funds received under the terms and conditions of this Contract separate from any other funds administered by Contractor. All records pertaining to this Contract must be made available for inspection and audit by the County, at any time during normal business hours.

a. All Records are to be kept until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch.

b. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in section a above. Contractor shall ensure that any resource directories and all client records remain the property of the County upon termination of the Contractor, and are returned to the County or transferred to another contractor as instructed by the County.

c. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the County and is so stated in writing to the Contractor.

d. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the County under this Contract. 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 the County during the audit resolution process.

e. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Contract. After the authorized period

has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

7. TRAVEL: Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging https://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 the County,
between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the County. [State Contracting Manual (SCM) 3.17.2.A(4)].

8. AUDIT REQUIREMENTS:

a. Contracts less than $25,000 are required to provide an unaudited financial program schedule of expenditures and revenues to the Department (Fiscal Unit) within 30 days of the termination date of the contract. Any adjustment to charges submitted during the contract period are to be adjusted by Contractor at this time. A completed County Demand Form (D-15) will accompany the program schedule of expenditures and revenues when adjustment of claimed expenditure is necessary. A report of over reimburse expenditures by Contractor will be accompanied by a check in the amount of the adjustment made payable to the Auditor Controller, Contra Costa County.

b. Irrespective of the contract amount, if an audit or financial report is required by another agency or is available, a copy of the audit and financial reports will be sent to the Employment and Human Services Department, Fiscal Unit, 40 Douglas Drive, Martinez, CA 94553 immediately upon completion. The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or no later than nine months after the end of the audit period, unless a longer period is agreed to in advance by the County.

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

Contra Costa County Employment and Human Services
Attention: Fiscal Officer
40 Douglas Drive
Martinez, CA 94553

The copy shall be submitted within thirty days after receipt of the Auditor's report or nine months after the end of the audit period, whichever occurs first.

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

e. For State-funded contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" (SEFA) or program audit by the appropriate program name, identifying grant/contract number, and as passed through Contra Costa County.

f. Contractor shall ensure that the single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F –Audit Requirements:

(1) Performed timely-not less frequently than annually. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first. [2 CFR 200.512 and 45 CFR 75.512].

(2) Properly procured-use procurement standards provided for auditor selection. [2 CFR §200.509 and 45 CFR 75.509].

(3) Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514 and 45 CFR 75.514].

(4) Audits are all inclusive-includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs. [2 CFR §200.515 and 45 CFR 75.15].

(5) Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F Audit Requirement.

g. Contractor shall perform a reconciliation of the Cost Report and Settlement (see Area Agency on Aging-Attachments, Attachment10) and submit to the County 30 days after fiscal year end.

h. The County shall have access to all audit reports and supporting work papers, and the County has the option to perform additional audit work, as needed.

i. Contractor shall cooperate with and participate in any further audits, which may be required by the State of California.

9. PROGRAM INCOME: Contractor will report program income to the County. Program income is defined as revenue generated by Contractor or its subcontractors from Contract-supported activities. Program income must be reported and used to *expand* baseline services and *not* charge against existing expenses. The income must be reported and expended under the same terms and conditions as the program funds from which it is generated and must be used to pay for current allowable costs during the same fiscal year that the income was earned.

Program income may not be used to meet the matching requirements of this Contract. Program income includes:

a. Voluntary contributions received from a participant or responsible party as a result of service.
b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this contract.

c. Royalties received on patents and copyrights from Contract supported activities.

d. Proceeds from the sale of goods created under this Contract.

Contractor must develop and implement a method for voluntary client contributions in accordance with the California State Department of Aging Standard Agreement.

Services shall not be denied to any client who does not contribute toward the cost of the services received.

Methods used to solicit voluntary contributions for services shall be non-coercive.

Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service.

10. MATCHING CONTRIBUTIONS: “Matching Contributions” means local cash and/or in-kind contributions made by Contractor, a subcontractor, or other local resources that qualify as a match for the Contract funding.

    a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

11. ONE-TIME-ONLY FUNDS: Federal Program One-Time-Only (OTO) funds shall be used for the following purposes and are awarded by the County:

a. The purchase of equipment that enhances the delivery of services to the eligible service population and must be an allowable cost of the program.

b. Home and community-based projects that are approved in advance by the County, and are designed to address the unmet needs of the eligible service population.

c. Innovative pilot projects that are approved in advance by the County, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

d. Baseline Services. OTO funds may be approved by the AAA to increase baseline services. Service providers receiving funds for this purpose must understand it is for service delivery during the current contract period *only*.

Nutritional Services Information Program (NSIP) OTO shall be used to purchase food used in the Elderly Nutrition Program.

OTO funding must be tracked separately and submitted on separate demands.

12. GRIEVANCE PROCEDURE: Contractor must establish and provide a written grievance procedure for reviewing and attempting to resolve complaints of older individuals. The process shall include:

a. Time frames within which a complaint will be acted upon.

b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's review.

c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint can be released to the responding party without the older individual's consent.

d. The Grievance procedure must be posted in visible and accessible areas, such as bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. "Substantial number" and "Significant number" shall be established by the AAA. Homebound older individuals should be advised of the process either orally or in writing upon initial contact with the individuals.

e. Complaints may involve, but not be limited to, any or all of the following:

(1) Amount or duration of a service.

(2) Denile or discontinue of a service.

(3) Dissatisfaction with the service being provided or with the service provider.

(4) Failure of the contractor to comply with any of the requirements set forth in the AAA contract.

13. EMERGENCY PREPAREDNESS PLAN: Contractor must maintain, update, and implement, as needed an Emergency Preparedness Plan as approved by the AAA. This plan must ensure the continuation of the provision of Contractor's critical services that will meet the emergency needs of its staff and clients during a disaster. Any changes to the plan must be submitted to AAA for approval.

14. BREACH OF CONTRACT: Upon breach of this Contract by Contractor, County shall have all remedies available to it both in equity and/or at law.

15. STANDARDS OF WORK: Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to accepted professional standards.

16. CONFLICT OF INTEREST: Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance

of this Contract. Contractor shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Contract will have any direct or indirect financial interest resulting from this Contract. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Contract without immediate divulgence of such fact to the County.

17. Covenant Against Contingent Fees:

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

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

18. Contractor must complete Attachments 1-4 which are attached hereto and incorporated herein by reference, and return with the signed contract.

O. Grievance Process: AAA Appeals/Fair Hearing process follows a confidential process, which encourages resolution at the lowest level of authority in an informal process whenever possible as described in 22 CCR §7400.

PROCEDURES:

1. First Level of Complaint:

a. Upon receipt of the complaint, the Program Supervisor shall conduct an informal administrative review within 10 working days of receipt. The complaint will be reviewed based on the merit of the complaint and

the verification of the violation of the rights, law, regulation, policy or ordinance cited.

b. The AAA Program Supervisor shall conduct any necessary follow-up and notify the complainant in writing of the results of the investigation, as well as his or her right to request a meeting with the AAA Program Manager (or Designee).

c. If the matter is resolved to the Complainant's satisfaction, the AAA Program Supervisor will keep documentation of the complaint and resolution in a secured place.

d. If the Complainant is not satisfied with the resolution at the lowest level of authority, he or she may request an appeal by the AAA Program Manager. The appeal should include a citation of the law, regulation, policy or ordinance in violation of the Complainant's rights or program standards.

2. Second Level of Complaint:

   a. Upon receipt of the appeal, the Program Manager will set up a meeting with the Complainant, by phone or in person, within 15 business days of the notification and conduct any necessary follow-up investigation.

   b. Within 10 working days of the meeting, the AAA Program Manager shall provide the Complainant with a written copy of his or her decision and inform Complainant of the right to request an administrative hearing.

   c. The Complainant shall be informed that the request for an administrative hearing must be made in writing addressed to the Aging and Adult Services Director and must be made within 30 days of receipt of the Program Manager's decision.

   d. The Complainant must be instructed that the hearing request must include the reasons he or she feels that the decisions should not be upheld.

3. Third Level of Complaint:

a. If the Complainant exercises the right to request an administrative hearing, the Aging and Adult Services Director will perform the following: (1) Review the hearing request. (2) Review the merits of the reasons cited by the Complainant. (3) Conduct any necessary follow-up. Upon review of the merits of the hearing request, the Director may determine that the decisions of the management staff will be upheld and the case will be closed or determine that reasons cited by the Complainant have merit and grant the Complainant an administrative hearing. The Director may choose to invite an impartial third party such as a member of the AAA Advisory Council, or another contractor who is not related to the complaint, to serve on the hearing panel.

b. If a hearing is granted, it shall be scheduled within 45 days of receipt of the Complainant's request and the Complainant shall be notified of the following:

i. The time and place of the hearing;
ii. The right to be present at the hearing;
iii. The right to present evidence and witnesses;
iv. A written decision shall be prepared within 20 days of the hearing;
v. Notice of the decision will be sent to all involved parties noting that the decision is final and not subject to further appeal; if remedies are identified, steps will be put in place to ensure remedy is implemented.

P. General Conditions, paragraph 5., Termination and Cancellation, is deleted in its entirety and replaced with the following:

1. TERMINATION FOR CONVENIENCE: The County or Contractor may terminate performance of work under this Contract for its convenience in whole or, in part, if the County determines that a termination is in the County's interest. Either party to this Contract shall terminate by delivering to the other party a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective ninety (90) days from the delivery of the Notice of Termination or at another effective date as agreed to by both parties. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void. The party

terminating the Contract shall submit to the other party a Transition Plan within fifteen (15) days of delivery of a written notice.

2. TERMINATION FOR CAUSE: The County may terminate the performance of work for cause under this Contract. The County may terminate the Contract upon 30 days written notice to the contractor. The notice of termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The grounds for termination for cause shall include but are not limited to the following:

   a. In case of threat of life, health or safety of the public. Termination of Contract shall be effective immediately.

   b. A violation of the law.

   c. Inadequate performance or failure to make progress so as to endanger performance of this Contract.

   d. Failure to comply with reporting requirements.

   e. Evidence that the contractor is in an unsatisfactory financial condition as determined by an audit of the department.

   f. Evidence of financial condition that endangers performance of this Contract and/or the loss of other funding sources.

   g. Delinquency in payment of taxes or payment of costs for performance of this Contract in the ordinary course of business.

   h. 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.

   i. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the contractor's assets or income.

   j. The commission of an act of bankruptcy.

k. Finding of debarment or suspension.

l. The contractor's organization structure has materially changed.

m. 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, Contractor may be subject to additional special conditions or restrictions.

n. Funding is reduced or deleted for any state fiscal year by the Department, County, State Department of Finance, Legislature, or Congress.

Q. Transition Plan: The Contractor shall submit a Transition Plan to the County within fifteen (15) days of delivery of a written Notice of Termination of a program funded either by Title III or Title VII. The Transition Plan must be approved by AAA and shall at a minimum include the following:

1. 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 evaluate clients in order to assure appropriate placement.
5. A plan to transfer any confidential medical and client records to a new contractor.
6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
7. A plan for adequate staff to provide continued care through the term of the contract.
8. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.
9. Additional information as necessary to effect a safe transition of clients to other community service providers.

R. Contractor Name Change: An amendment is required to change Contractor's name as listed in the Contract. Upon receipt of legal documentation of the name change, the County will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

S. Information Integrity and Security

1. INFORMATION ASSETS

   Contractor shall have in place operational policies, procedures, and practices to protect State and County 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., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual. Information assets may be in hard copy or electronic format and may include but are not limited to:

   a. Reports
   b. Notes
   c. Forms
   d. Computers, laptops, cellphones, printers, scanners
   e. Networks (LAN, WAN, WIFI) servers, switches, routers
   f. Storage media, hard drives, flash drives, cloud storage
   g. Data, applications, databases

2. ENCRYPTION OF COMPUTING DEVICES

   Contractor is required to use 128-Bit encryption for data collected under this Contract that is confidential, sensitive, and/or personal, including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).

3. DISCLOSURE

   a. Contractor shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.

b. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.

c. "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, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

d. Contractor shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out Contractor's obligations under this Contract.

e. Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any identifying information obtained under the terms of this Contract to anyone other than AAA without prior written authorization from AAA. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

f. Contractor may allow a participant to authorize the release of information to specific persons or entities, but shall not request or encourage any participant to give a blanket authorization or sign a blanket release, nor shall Contractor accept such blanket authorization from any participant.

4. SECURITY AWARENESS TRAINING

a. Contractor's employees, volunteers and staff contractors handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at https://www.aging.ca.gov/ProgramsProviders/#Resources within thirty (30) days of the start date of the Contract, within thirty (30) days of the start date of any new employee volunteer's or staff contractor's employment, and annually thereafter.

b. Contractor must maintain certificates of completion on file and provide them to CDA upon request.

5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Where applicable, Contractor agrees to comply with the privacy and security requirements of HIPAA, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, as amended, and any related regulations and laws. Contractor agrees to protect the security, privacy and confidentiality of client information in accordance with state and federal law.

6. INFORMATION INTEGRITY AND SECURITY STATEMENT

Contractor shall sign and return an Information Integrity and Security Statement CDA 1024 (REV 03/2020) form with this Contract (Attachment 3). This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

7. SECURITY INCIDENT REPORTING

A security incident occurs when information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. Contractor must comply with CDA's security incident reporting procedure located at https://www.aging.ca.gov/programsProviders/#Resources, and must complete any and all necessary documentation (see Attachment 8).

8. NOTIFICATION OF SECURITY BREACH TO DATA SUBJECTS

a. Notice of any security breach or security incident must be given by Contractor or subcontractors to any data subject whose personal information could have been breached.

b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.

c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

9. SOFTWARE MAINTENANCE

The Contractor 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.

10. ELECTRONIC BACKUPS

Contractor 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. Contractor shall ensure that all data, files and backup files are encrypted.

T. Copyrights and Rights in Data.

1. COPYRIGHTS

a. If any material funded by this Contract is subject to copyright, the County reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in (b)-(d) of this Paragraph.
b. Contractor may request permission to copyright material by writing to the Director of the CDA (and copied to the AAA Program Manager). The CDA Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
c. If the material is copyrighted with the consent of the County, 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 the author.
d. Contractor certifies that it has appropriate systems and controls in place to ensure that State/Federal 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.

2. RIGHTS IN DATA

a. Contractor shall not publish or transfer any materials, as defined in paragraph (b) below, produced or resulting from activities supported by this Contract without the express written consent of the County. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the County. The County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information, which is not client-specific.

b. As used in this Contract, 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 Contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

U. Additional Terms and Conditions

1. CONTRACT AWARDS
   a. Contract awards will be limited to a one-year period, renewable up to a maximum of three (3) additional one-year periods, contingent upon the availability of State, Federal, and County funds and subject to contractor maintaining satisfactory performance and remaining in full compliance.

   b. Contract amount may vary from year to year depending on funding availability and funding sources.

   c. County may negotiate modifications or revisions to the Contract to facilitate compliance with all necessary service requirements and regulations.

2. REMEDIES

In the event Contractor breaches any term or provision of this Contract, County has the right to pursue all available remedies at law or equity, including recovery of damages, specific performance of this Contract, and termination of this Contract. Except as expressly provided elsewhere in this Contract, each party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

3. EQUAL OPPORTUNITY EMPLOYMENT

The Contractor must post a notice describing the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay, disability or genetic information as set forth in 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, Part 60). The poster should be placed in a conspicuous location in the workplace where notices to applicants and employees are customarily posted.

4. COLLOCATION

Contractor will work with community leadership and other applicable agencies and institutions to achieve maximum collocation and coordination with access to services and opportunities for the older population in designated community focal points, 42 USC 3026(a)(3)(B).

5. LINGUISTIC AND CULTURAL SENSITIVITIES

If a substantial number of older individuals reside in any planning and service in the state are of limited English speaking ability, Contractor must utilize employees who are fluent in the language spoken by a predominant number of older individuals with limited English Speaking ability. Contractor must also ensure that employees engaged in the delivery of supportive services must be aware of cultural sensitivities and take into account effective linguistic and cultural differences.

6. VOLUNTARY CONTRIBUTIONS

Contractor must provide clients an opportunity to contribute to the cost of services rendered (45 CFR § 1321.67). Contractor must develop

Policies and Procedures for collecting Voluntary Client Contributions. The Policies and Procedures must state that services shall not be denied to any client who cannot contribute toward the cost of the services received. Methods used to solicit voluntary contributions for services shall be non-coercive. Voluntary Contributions must be treated as Program Income.

ATTACHMENTS: The following attachments are incorporated into this Contract by reference, REQUIRE SIGNATURES AND MUST BE RETURNED WITH THIS CONTRACT:

Attachment 1: Cost Allocation Certification (SUBMIT Written plan with Certificate)
Attachment 2: Demand Documentation Selection
Attachment 3: Information Integrity and Security Statement (CDA 1024)
Attachment 4: Lobbying Certification

ATTACHMENTS: The following attachments are incorporated into this Contract by reference:

Attachment 5: Property Acquisition Form (CDA 9023)
Attachment 6: Request to Dispose of Property CDA 248
Attachment 7: Title III E Definitions
Attachment 8: Security Incident Report CDA 1025 Parts A and B
Attachment 9: Cost Report and Settlement
Attachment 10: Disclosure of Lobbying Activities LLL
Attachment 11: Contra Costa County Focal Points FY 2018-2019

ATTACHMENT 1

Certification

Cost Allocation Plan Certification Coversheet

This is to certify that I have reviewed the Cost Allocation Plan attached and to the best of my knowledge:

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as shared costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently throughout the Cost Allocation Plan.

I declare that the foregoing is true and correct.

_____
Authorized Signature

_____
Official Title

_____
Organization Name

_____
Date

ATTACHMENT 2

Required: Demand Documentation Selection

- As authorized signatory for Contract # _____ for the agency doing business as _____. I agree that I/my agency will:

CHECK ONE BOX ONLY:

☐ Provide the necessary backup documentation to substantiate demands upon the County Treasury **each month** to Area Agency on Aging, 400 Ellinwood Way, Pleasant Hill, CA 94523. Direct and Shared costs must show 100% agency allocation. This may include but is not limited to: Time Study information and/or receipts showing 100% allocation across programs served based on the Cost allocation plan on file.

- I understand that without supporting documentation, the County will not pay the demand.

OR

☐ Elect an outside audit agency to perform limited scope review with a supplemental schedule and certification. The schedule, due to the County 45 days after contract termination, should agree with the amounts paid to your agency by the County and include Federal as well as State funds awarded. The certification will include a statement that the supporting documentation for each demand is available in its entirety and available on-site.

- I understand that the County is still responsible for completing a yearly fiscal monitoring and will sample backup to determine compliance with support documentation requirements.

Authorized Signature: _____ Date: _____

ATTACHMENT 3

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

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

ACKNOWLEDGE:

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

MEET THE FOLLOWING REQUIREMENTS:

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

Page 1 of 2

ATTACHMENT 3

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

CERTIFY:

To protect PSCI information by:

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

Meets the encryption requirements in Exhibit D Article 18:

☐ Is in full compliance with the 128 Encryption requirements.

☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

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

_____
Contractor/Vendor Printed Name and Title

_____ _____
Contractor/Vendor Signature Date

_____ _____
CDA Program/Project Contract Number

Page **2** of **2**

ATTACHMENT 4

Lobbying Certification

The Contractor doing business as _____hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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.

3. 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 all sub-recipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. A copy of this Agreement is on file and available for inspection at the:

   Area Agency on Aging
   400 Ellinwood Way
   Pleasant Hill, CA 94523

Signature_____Title_____

Date_____

ATTACHMENT 5

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
PROPERTY ACQUISITION FORM
CDA 9023 (REV 02/2021)

:	Fiscal Year:	Contract No: - - 0	Submission Date:

Item Description	Item Model	Serial Number	Date Purchased	Cost	Primary Fund Source	Location	CDA Tag #

FOR STATE USE ONLY	
Program Fiscal Section ☐ Budget Confirmed ☐ Not Applicable < $5,000.00	Business Management Branch ☐ Added to Inventory
Program Fiscal Team Analyst Signature and Date:	BMB Team Analyst Signature and Date:

ATTACHMENT 6

STATE OF CALIFORNIA
DEPARTMENT OF AGING

REQUEST TO DISPOSE OF PROPERTY

CDA 152 (Effective 2016)

CDA USE ONLY
STD152 DOCUMENT #
DATE RECEIVED:

CONTRACTOR NAME:	SUBCONTRACTOR NAME (PROVIDER):		CONTRACT NO.	PSA NO	MSSP N	RTIFICATION FOR COMPUTING MEDIA SANITATI
						***Information assets or computing devices with digital memory and storage capacity MUST be sanitized prior to disposal.* *Completing this portion of the CDA 152 certifies the removal or destruction of data on computing devices with digital memory and storage capacity.*
CONTRACTOR ADDRESS:	**CONTACT NAME:**	**PHONE NO.**	**E-MAIL ADDRESS:**			

(A) ITEM DESCRIPTION [Include manufacturer name]	(B) ITEM MODEL [year, if car, etc.]	(C) SERIAL NUMBER	(D) PENTIUM IV OR [YES/NO]	(E) DATE PURCHA [MM/YYYY]	(F) PURCHASE COST	(G) FUND SOURCE a	b	c	(H) CDA # or TAG	(I) PROPERTY [COUNTY]	(J) PRESENT CONDITI	(K) DISPOSITION CODE*	(L) SANITATI ON YES***/ NO	(M) OPERATION PERFORMED CLEAR	PURG	DESTRO	TREE	(M) VERIFICATION CONDUCTED BY	VALIDATED BY

ND TITLE OF PERSON AUTHORIZING DISPOSAL:	GLORIA REYES, CEO	DATE COMPLETED:	8/19/15	CERTIFIED BY (MANAGER/SUPERVISE	DATE SANITIZED

"If item is a computer, choose Yes or No to indicate if processor is a Pentium IV or above.

"Disposition Codes:
1. Trade-in (show trade-in price offered) 2. Destroyed (i.e. fire, etc.) 3. Valueless, unable to be recycled (to be legally/safely disposed of) 4. Lost/Stolen (provide dates, explanation, and police report number) 5. To be canabalized (salvaged for parts) 6. Shipped to scrap/salvage dealer (to be recycled) 7. Donation to an eligible public school, public school district, or eligible organization (see SAM Section 3520.5) 8. Ship to Property Reuse Program-Sacramento (no "Poor" or "Junk" material) 9. Donation to Computers for Schools Program 10. Universal Waste - salvage dealer or recycler (E-waste) *Note: Cannot dispose of any electronic equipment in a landfill*

***Information systems capture, process, store, and transmit information using a wide variety of media such as, but not limited to: magnetic tapes; flash drives; fax machines/copiers; personal computers/laptops; personal digital assistants (PDA); cell/smart phones; multifunction printers; workstations; and laptops. These media may require special disposition in order to mitigate the risk of unauthorized disclosure and ensure the confidentiality of information.

PRESENT CONDITION COMMENTS:		OPERATION COMMENTS:	

ATTACHMENT 7

TITLE III E DEFINITIONS (11 pages)

A. **Program Requirements** means requirements found in the National Family Care Giver Support Act Title III, Part E, Sections 371 through 374 of the (42 U.S.C. § 30305 et. seq.) and the Older Americans Act (OAA) (42 U.S.C. § 3001 et. seq.)

B. **Eligible Service Population** for the National Family Caregiver Support Act means:

1. A Family Caregiver

2. A Grandparent or Older Individual Who is a Relative Caregiver

C. **A Family Caregiver** is defined in Title III, Part E, Sections 372(2) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual. "Family Caregiver" is used interchangeably with "informal caregiver." "Informal" means that the care is not provided as part of a public or private formal service program.

1. A Family Caregiver provides care without pay. Family Caregiver Services Provider (FCSP) funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

D. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent, step-grandparent, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria as set forth in Title III, Part E, Section 372(3) of the OAA.

1. Lives with a child (but is not the parent of the child or individual of any age with a disability);

2. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and

3. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.

E. **An Older Individual Receiving Care (Care Receiver)** is defined as a person who is 60 years of age or older, or a person, of any age, with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction (Title I, Section 102(35)). Family Caregivers cannot receive FCSP-funded respite and supplemental services of this section unless the Care Receiver meets the more restrictive eligibility criteria

specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26).

F. **A Child who receives care from a Grandparent or Older Individual who is a Relative Caregiver** is defined in Title III, Part E, Section 372(1) of the OAA as an individual who is not more than 18 years of age.

G. **Individual with Severe Disabilities** is defined in Title I, Section 102(9) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:

1. Self-care;
2. Receptive and expressive language;
3. Learning;
4. Mobility;
5. Self-direction;
6. Capacity for Independent Living;
7. Economic self-sufficiency;
8. Cognitive functioning; or
9. Emotional adjustment.

H. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include: (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregivers training to caregivers to assist the caregivers in making decisions and solving problems related to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e) (1), the California Department of Aging has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the California Department of Aging publishes periodically, as necessary.

1. The following apply to the Respite service:

   a. "Respite Care" is the provision of temporary, substitute supports or living arrangements for care receivers and may be provided: (1) in the home (and include the provision of

personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreation outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).

b. "Temporary" is defined as a brief period of relief or rest from caregiver's responsibilities during a limited time period, and may be provided on the following basis:

i. Intermittent time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break; or

ii. Occasional time off for the caregiver to attend a special event; or

iii. Emergency Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

c. Title III E funds cannot be used to support the following activities:

i. To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;

ii. To temporarily relieve workers from formally paid services (e.g., in-home supportive services or services required to be provided in a licensed facility such as a residential care facility for the elderly);

iii. To supplement the service unit cost of "a participant day" (a participant day is defined as at least 6 hours of service) at an adult day care program.

d. Title III E Supplemental Funds cannot be used to support the following activities:

i. Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;

ii. Providing ongoing assistance to a care receiver living alone;

iii. Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and

iv. One-time, end-of-the-year assistance without an identified individual caregiver need.

I. **Information Services** is defined as the provision of public information on caregiving and/or community education on caregiving, including information about available services.

1. **California Department of Aging (CDA) unit: 1 activity** (examples included in Service Definitions)

2. OAA §373(b) (1) requires: Information to caregivers about available services.

3. Administration on Aging (AoA) National Aging Program Information System (NAPIS): *Information Services* – A service for caregivers that provides the public and individuals with information on resources and services available to the individuals within their communities. [*Note: service units for information services are for activities directed to large audiences of current or potential caregivers such as disseminating publications, conducting media campaigns, and other similar activities*.]

4. NAPIS unit measurement: One Activity.

5. NAPIS client data: Estimated Audience Size *(Note: client duplication allowed).*

J. **Public Information on Caregiving** is defined as an *Information Service* designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems.

1. *Examples: quarterly newsletter = four activities.*

2. *Public announcement aired multiple times = one activity.*

K. **Community Education on Caregiving** is defined as an *Information Service* designed to educate groups of current *or potential* caregivers *and those who may provide them with assistance* about available FCSP and other caregiver support resources and services.

1. *Examples: booth at spring and fall health fairs = two activities.*

2. *Multiple "Making the Link" visits with medical staff = one activity.*

L. **Access Assistance** is defined as the provision of caregiver outreach, caregiver information and assistance, and caregiver interpretation/translation services in order to link caregivers to the opportunities and services that are available.

1. **CDA unit: 1 contact** (see Service Definitions below for examples)

2. NAPIS: *Access Assistance* – A service that assists caregivers in obtaining access to services and resources available within their communities. To the maximum extent practicable, it ensures individuals receive the services needed by establishing adequate follow-up procedures.

M. **Caregiver Outreach** is defined as an *Access Assistance* service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services.

1. *Examples: staff initiated well-being checks via phone call or direct contact, Caregiver Info Van staff initiated contacts in front of local market.*

2. NAPIS: *Outreach* – Intervention with individuals initiated by an agency or organization for the

purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services.

N. **Caregiver Information and Assistance** is defined as an *Access Assistance* service that:

1. Provides caregivers with information on services available within the communities, including information related to assistive technology and information particularly for older individuals at risk of institutional placement.

2. Links caregivers to the services and opportunities that are available within the communities; and to the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).

3. NAPIS: *Information and Assistance* – A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. *Internet web site "hits" are to be counted **only** if information is requested and supplied.*]

4. OAA §102(a) (29) (A) requires providing information related to assistive technology.

5. OAA §102(a) (29) (E) requires Information and Assistance services to place particular emphasis on "older individuals at risk for institutional placement."

6. NAPIS unit measurement: One Contact

7. NAPIS client data: Estimated **Un**duplicated Number of Caregivers

O. **Caregiver Interpretation/Translation** is defined as an *Access Assistance* service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities.

1. *Examples: staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver.*

2. NAPIS unit measurement: One Contact.

3. NAPIS client data: Estimated **Un**duplicated Number of Caregivers.

P. **Support Services** is defined as the provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management.

1. **CDA unit: 1 hour** (time includes preparation, service provision, related travel).

2. OAA §373(b)(3) requires: individual counseling, organization of support groups, and caregiver

training to assist the caregivers in making decisions and solving problems relating to their caregiving roles.

Q. **Caregiver Assessment** is defined as a *Support Service* conducted by persons trained and experienced in the skills required to deliver the service that *should* result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their:

1. Willingness to provide care;
2. Duration and care frequency preferences;
3. Caregiving abilities;
4. Physical health, psychological, social support, and training needs;
5. Financial resources relative for caregiving; and
6. Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.

R. **Caregiver Counseling** is defined as a *Support Service* provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, *which may range from guidance with the responsibilities of the caregiving role to therapy for stress, depression and loss*; and:

1. May involve his or her informal support system; and
2. May be individual direct sessions and/or telephone consultations.
3. NAPIS: *Counseling/Support Groups/ Caregiver Training* – Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiving roles. This includes counseling to individuals, support groups, and caregiver training (of individual caregivers and families).
4. NAPIS unit measurement: One Session.
5. NAPIS client data: Unduplicated Number of "Registered" Caregivers.

S. **Caregiver Peer Counseling** is defined as a *Support Service* provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.

T. **Caregiver Support Group** is defined as a *Supportive Service* provided to a group of 3-12 caregivers that is led by a competent facilitator; conducted at least monthly *within a supportive setting or via a controlled access, moderated online or teleconference approach*; for the purpose of sharing experiences and ideas to ease the stress of caregiving and enhancing decision making and problem solving related to their caregiving roles.

U. **Caregiver Training** is defined as a *Supportive Service* consisting of workshops *or one-on-one individually tailored sessions*, conducted either in person *or electronically* by a skilled trainer, to assist caregivers in developing the skills and gaining the knowledge necessary to meet and enhance their caregiving roles; and shall address the areas of health, nutrition, and financial literacy.

1. *Examples of other areas include daily care management, disease progression, behavior interventions and coping skills, assistive technology and home adaptation options, supplemental resources and services, legal issues and family caregiver rights, and emergency and long-term care planning.*

V. **Case Management** is defined as a *Support Service* provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where *caregivers are experiencing diminished capacities* due to mental impairment or temporary severe stress and/or depression.

1. *Examples: temporary basis while stressed, caregiving spouse re-stabilizes ongoing basis to assist mentally impaired son with household management, who otherwise is capable of meeting parent's needs.*

2. OAA §102(a)(21)(A)(i): Case management shall be provided by an individual who is trained or experienced in the case management skills that are required to deliver the services.

W. **Respite Care** is defined as a brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the caregivers and their care receivers, *rather than a pre-established set amount offered on a "first come, first served" waiting list basis.*

1. **Respite Care** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.

2. **CDA unit: 1 hour** (time includes service provision and related travel)

   a. *Examples of "temporary" Respite Care:*

      i. *Intermittent – Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break.*

      ii. *Occasional – Time off for the caregiver to attend a special event.*

      iii. *Emergency – Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.*

3. OAA §373(b) (4) requires: respite care to enable caregivers to be **temporarily** relieved from their caregiving responsibilities.

4. OAA §373(c)(1)(B) requires, in the case of caregivers (but not grandparents), that Respite Care is

provided only to those caring for a frail elder, as specified in OAA §102(a)(26).

5. NAPIS: *Respite Care* – Services which offer **temporary**, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers.

6. NAPIS: *Respite Care* – Respite Care includes: (1) In-home respite (personal care, homemaker, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other nonresidential program; (3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps.

7. NAPIS unit measurement: "One Hour (or 1 Payment)"

8. NAPIS client data: Unduplicated Number of Registered Caregivers

X. **Respite In-Home Supervision** is defined as *Temporary Respite Care* that includes the provision of care receiver day and/or overnight supervision and *friendly visiting* by an appropriately skilled provider *or volunteer* in order to prevent wandering and health or safety incidents.

Y. **Respite Homemaker Assistance** is defined as *Temporary Respite Care* that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider *or volunteer.*

Z. **Respite In-Home Personal Care** is defined as *Temporary Respite Care* that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.

AA. **Respite Home Chore** is defined as *Temporary Respite Care* that includes an appropriately skilled provider *or volunteer* assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.

AB. **Respite Out-of-Home Day** is defined as *Temporary Respite Care* where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes assess to social and recreational activities.

AC. **Respite Out-of-Home Overnight** is defined as *Temporary Respite Care* where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.

AD. **Supplemental Services** is defined as caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts.

1. ***Supplemental Services*** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the

grandparent or older adult relative caring for a child.

2. **CDA unit**: performance measures are included with each Service Definition

3. OAA §373(b) (5) requires: Supplemental services, on limited basis, to complement the care provided by caregivers.

4. OAA §373(c)(1)(B) requires, in the case of caregivers (but not grandparents), that Supplemental Services are provided only to those caring for a frail elder, as specified in OAA §102(a)(26).

5. AoA NAPIS: Services provided on a limited basis to complement the care provided by caregivers. Examples of supplemental services include, but are not limited to, home modifications, assistive technologies, emergency response systems, and incontinence supplies.

AE. **Assistive Devices for Caregiving** is defined as a *Supplemental Service* involving the purchase, rental and/or service fee of any equipment or product system (*ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device*) that will facilitate and enhance the caregiving role.

1. **CDA Unit: 1 device for one client** equals one occurrence.

2. NAPIS unit measurement: "One Occurrence."

3. NAPIS client data: Unduplicated Number of Registered Caregivers.

4. OAA §102(10): The term "assistive device" includes assistive technology devices and services.

AF. **Home Adaptations for Caregiving** is defined as a *Supplemental Service* that makes any minor or major physical change to the home to facilitate and enhance the caregiving role (*ranging from installation of grab bars or replacement of door handles to construction of an entrance ramp or roll-in shower*).

1. **CDA Unit: 1 modification to one home** equals one occurrence.

AG. **Caregiving Services Registry** is defined as a *Supplemental Service* that recruits, screens, and maintains a listing of dependable, qualified self-employed homemaker or respite care workers who may be matched with caregivers willing to utilize personal resources to pay for assistance with their *caregiving responsibilities*. Both the caregiver and self-employed worker will be:

1. Advised about appropriate compensation and workplace performance expectations; and

2. Provided with follow-up to ensure the match is functioning effectively.

3. **CDA Unit: 1 hour of service** equals one occurrence.

AH. **Caregiver Financial Consultation** is defined as a *Supplemental Service* provided by a person who is trained

and experienced in the skills that are required to provide financial advice and guidance to a caregiver on how to manage additional financial responsibilities and burdens associated with his or her *caregiving role*.

1. **CDA Unit: 1 hour** equals one occurrence.

AI. **Caregiver Legal Assistance** is defined as a *Supplemental Service* involving legal advice, counseling, or administrative and judicial representation by an attorney (*or paralegal and law student acting under the direct supervision of an attorney*) that is provided to a caregiver with legal needs associated with his or her *caregiving responsibilities*.

1. **CDA Unit: 1 hour** equals one occurrence.

2. AoA NAPIS: *Legal Assistance* – Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

AJ. **Caregiving Emergency Cash/Material Aid** is defined as a *Supplemental Service* that arranges for and provides assistance to caregivers *in the form of commodities, surplus food, emergency cash, discount cards, and vouchers* that will help meet identified needs associated with an individual *caregiver's responsibilities*.

1. **CDA Unit: 1 "assistance" for one caregiver** equals one occurrence.

AK. **Caregiving Congregate Meals** is defined as a *Supplemental Service* where a meal is served to an otherwise ineligible caregiver *(or child of a grandparent or older individual who is a relative caregiver)* in a congregate group setting by a nutrition service provider.

1. **CDA Unit: 1 meal** equals one occurrence.

AL. **Caregiving Home-Delivered Meals** is defined as a *Supplemental Service* where a meal is delivered to an otherwise ineligible or low-priority caregiver and his/her care receiver *(or child of a grandparent or older Individual who is a relative caregiver)* at his or her home by a nutrition service provider.

1. **CDA Unit: 1 meal** equals one occurrence.

AM. **Caregiver Transportation** is defined as a *Supplemental Service* that uses regular public or private vehicles to locally transport a caregiver from one location to another in order to fulfill *caregiving responsibilities*.

1. **CDA Unit: 1 one-way trip** equals one occurrence.

2. AoA NAPIS: *Transportation* – Transportation from one location to another. Does not include any other activity.

AN. **Care Receiver Placement** is defined as a supplemental service provided by a person who is trained and experienced in the skills required to assist a caregiver in securing an appropriate extended care living arrangement for his or her care receiver when this caregiver is no longer able or willing to meet the

caregiver responsibilities.

1. **CDA Unit: 1 hour** equals one occurrence.

ATTACHMENT 8

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

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

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

Page 1 of 2

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

16. Incident Description:		
17. Address where incident occurred:		
18. County where incident occurred:		
19. Reported to law enforcement? ☐ Yes ☐ No **If yes, provide the name of the law enforcement agency and the report number.** **Agency:** _____ **Report Number:** _____		
20. Media device type, if applicable:	**21. Was the device encrypted?** ☐ Yes ☐ No ☐ Unknown	**22. Number of individuals affected:**
23. Type of protected information (check all that apply): ☐ Social Security Number ☐ Financial Information ☐ Name ☐ Health or Medical Information ☐ Driver's License/State ID Number ☐ Other (Specify): _____ ☐ No Protected Information Disclosed		

SIGNATURES		
24. Agency/Contractor Information Security Officer:	**Signature:**	**Date:**
25. Agency/Contractor Privacy Officer:	**Signature:**	**Date:**
26. Authorized Signature/Director:	**Signature:**	**Date:**

CDA USE ONLY	
CDA Incident Number:	**Cal-CSIRS Report Number:**
Is a breach notice required? ☐ Yes ☐ No	**Sample notification sent to Incident Manager?** ☐ Yes ☐ No
Name of sample notification provided, if applicable:	

Page 2 of 2

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

REPORTING AGENCY/CONTRACTOR	
1. Business Name:	
2. Business Address:	
REPORTING CONTACT INFORMATION	
3. Incident Manager:	4. Telephone Number:
5. Email Address:	
INCIDENT INFORMATION	
6. CDA Incident Number:	CAL-CSIRS Number:
7. Is there an update to form CDA 1025A? ☐ Yes ☐ No	Comments:
8. Has there been a Change of Scope? ☐ Yes ☐ No	Explanation:
9. Is a Privacy Disclosure Notice required? ☐ Yes ☐ No If Yes, has a Sample Notification been submitted for approval? ☐ Yes ☐ No	
INCIDENT ROOT CAUSE	
10. What was the Root Cause of the incident?	

ATTACHMENT 9

COST REPORT AND SETTLEMENT

TO: CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES
Attn: Kathy Arana
40 DOUGLAS DRIVE
MARTINEZ, CA 94553

FR: CONTRACT #
PERIOD:

Budget Line Description	A. Contracted Original Budgeted Amount	B. Actual Expenditures	C. Amount Claimed for Reimbursement from Contra Costa County	(B-C) Difference (+/-)	D. Contractor Budgeted Match	E. Actual Match	(E-F) Difference (+/-)
EXAMPLE: Fiscal Officer	$27,000	$27,000	$25,025	1,975.00	$2,700	$2,650	(50.00)

Submit a D-15 for final reimbursement (if necessary)

_____

Fiscal Officer Signature and Date

ATTACHMENT 10

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*:	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
(attach Continuation Sheet(s) SF-LLLA, if necessary)	
11. Amount of Payment (*check all that apply*): $ _____ ☐ actual ☐ planned	**13. Type of Payment** (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: *(attach Continuation Sheet(s) SF-LLLA, if necessary)*	
15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No	
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal
recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 11

Contra Costa County Focal Points with Addresses- FY 2019-2020

Designated Community Focal Point		**Address**
1	Antioch Senior Center	415 West Second Street, Antioch
2	Brentwood Senior Activity Center	193 Griffith Lane, Brentwood
3	Concord Senior Center	2727 Parkside Circle, Concord
4	Danville Senior Center	115 E. Prospect, Danville
5	Open House Senior Center	6500 Stockton Avenue, El Cerrito
6	Hercules Senior Center	111 Civic Drive, Hercules
7	Lafayette Senior Services	500 St. Mary's Road, Lafayette
8	Martinez Senior Community Center	818 Green Street, Martinez
9	Oakley Senior Center	204 Second Street, Oakley
10	Pinole Senior Center	2500 Charles Street, Pinole
11	Pittsburg Senior Center	300 Presidio Lane, Pittsburg
12	Pleasant Hill Senior Center	233 Gregory Lane, Pleasant Hill
13	Richmond Senior Citizens Center	2525 Macdonald Avenue, Richmond
14	Richmond Annex Senior Center	5801 Huntington Avenue, Richmond
15	San Pablo Senior Center	1943 Church Lane, San Pablo
16	Alcosta Senior Center	9300 Alcosta Boulevard, San Ramon
17	Walnut Creek Seniors' Club	1375 Civic Drive, Walnut Creek
Sites That Provide Some Form of Service(s) to Seniors But Are Not Focal Points		
1	Crockett CC Café – Community Services District	850 Pomona Street, Crockett
2	Senior Citizens Nutrition Program	189 Parker Avenue, Rodeo
3	Multicultural Senior and Family Center Neighborhood House of North Richmond	515 Silver Street, Richmond,(510) 232-3511
4	Monument Crisis Center	1990 Market St,, Concord
Site Providing Title III E Eligible Family Caregiver Services But Are Not Focal Points		
1	Meals on Wheels Diablo Region	1300 Civic St, Walnut Creek, 94596
2	Jewish Family Community Services of the East Bay a nonprofit organization	1855 Olympic Blvd., Walnut Creek 94596
3	Alzheimer's Association Northern California a nonprofit organization	5 Mt. Diablo Blvd., #250 Lafayette 94549

NOTE: A focal point and a senior center are not the same. The designation of "focal point" and "senior center" depends on the array of services offered. Please see the definitions listed below.

*Focal Point – Facilities designated as focal points provide a comprehensive delivery of social services, such as information and assistance, recreation, nutrition, social, mental health, etc. They may house a variety services in the same location (collocation) used by other providers of services to seniors. The federal Older Americans Act defines a focal point as a facility established to encourage maximum collocation and coordination of services for older persons.

Senior Center – The federal Older Americans Act defines a senior center as a community facility for the organization and delivery of a broad spectrum of services, including health, mental health, social, nutrition, educational services,

File #: 26-1585 **Agenda Date:** 4/16/2026 **Agenda #:**

Advisory Council on Aging:

Presentation: Senior Planet from AARP Programs - Ryan Kawamoto, Regional Program Manager, Senior Planet and Older Adults Technology Services (OATS) from AARP

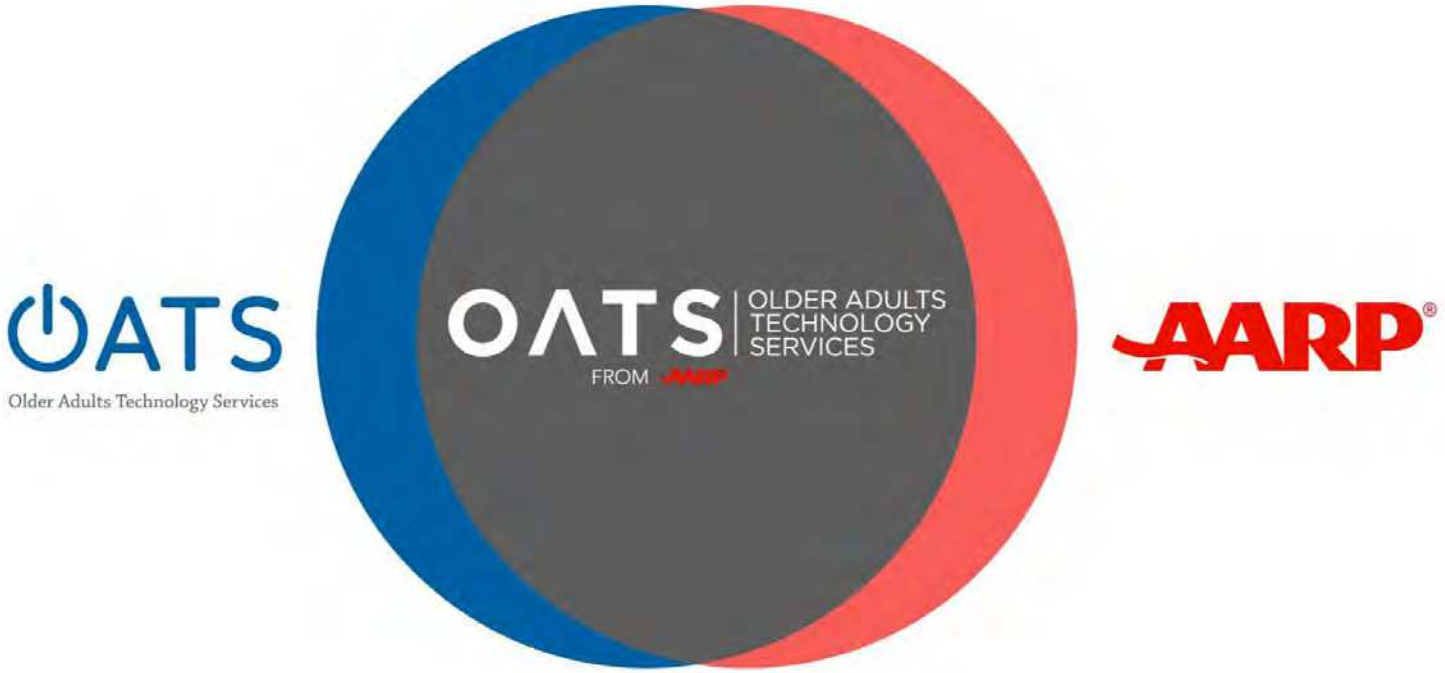
OATS | OLDER ADULTS TECHNOLOGY SERVICES
FROM AARP

SENIOR PLANET FROM AARP PROGRAMS

APRIL 15, 2026

Ryan Kawamoto
Regional Program Manager, Senior Planet
Older Adults Technology Services (OATS) from AARP

AARP Affiliation



expertise | value | scale

OATS | OLDER ADULTS TECHNOLOGY SERVICES
FROM AARP

OATS FROM AARP

- Founded in 2004
- Nonprofit & creator of Senior Planet
- Mission: Harness the power of technology to change the way we age

OATS | OLDER ADULTS TECHNOLOGY SERVICES FROM AARP

OATS Key Facts

501(c)(3) nonprofit since 2004

Senior Planet

Impact model

Program channels

AARP charitable affiliate

Impact Areas

Health

Social

Creative

Financial

Civic Participation

Program Channels

Senior Planet Centers	Partner Sites	Online
New York, Colorado, Florida	Find a licensed partner near you: www.seniorplanet.org/map	www.seniorplanet.org

Senior Planet Centers

New York City
127 West 25th Street
New York, NY 10001

Plattsburgh, NY
60 Smithfield Boulevard
Plattsburgh, NY 12901

Denver, Colorado
7585 E. Academy Boulevard
Denver, CO 80230

Miami, Florida
317 NW 28th Street
Miami, FL 33127

OATS | OLDER ADULTS TECHNOLOGY SERVICES FROM AARP

Mooers Free Library
Mooers, NY

Senior Planet Licensing Program

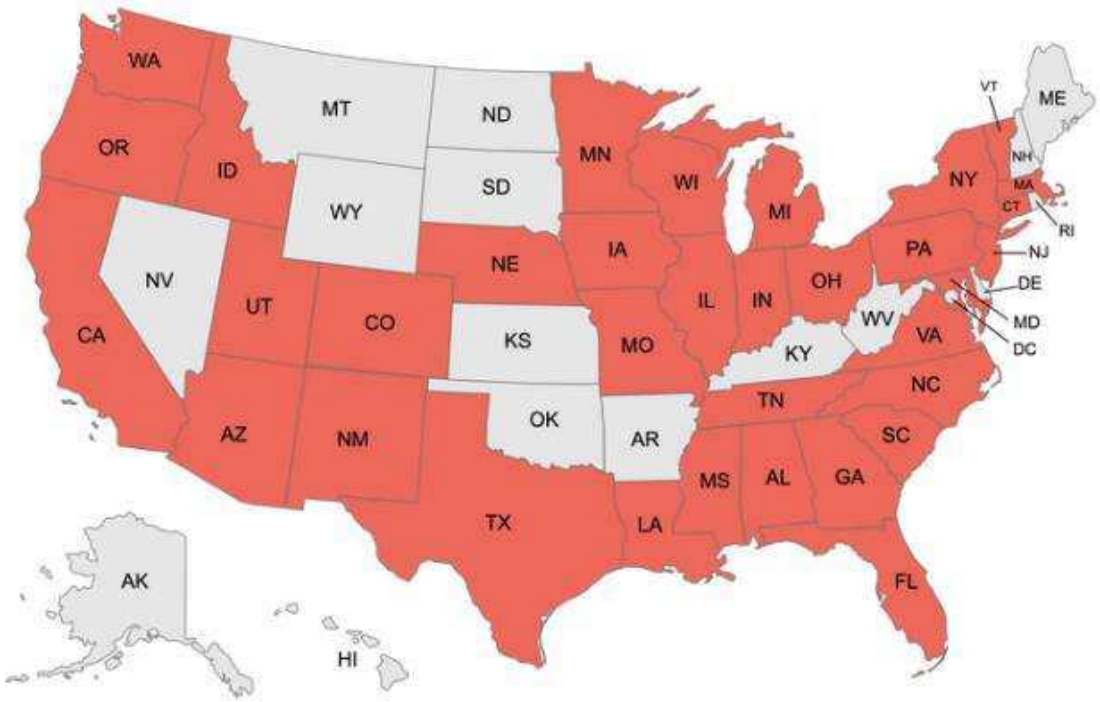
Through an adaptable program model, the free Senior Planet licensing program works with community-based organizations to develop local trainers to deliver Senior Planet's proprietary curriculum and bring world-class programs to older adults in their area.

Visit: oats.org/licensing

Email: licensing@seniorplanet.org

OATS | OLDER ADULTS TECHNOLOGY SERVICES FROM AARP

Partners Nationwide



450+ Licensed partner sites

120+ Active partners

35 States offering programs

500+ Completed train-the-trainer

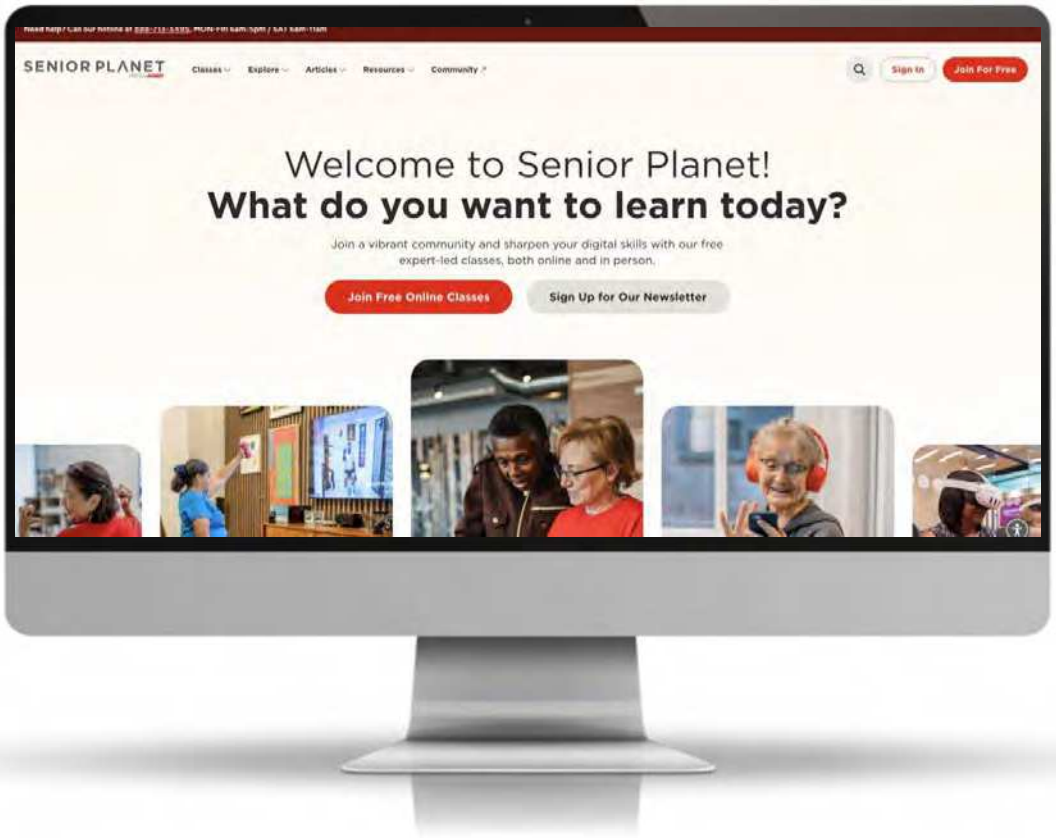
36,000+ Lifetime engagements

To find a site near you visit: oats.org/licensing-map

OATS | OLDER ADULTS TECHNOLOGY SERVICES FROM AARP

Online Offerings and Support

- Free virtual classes, Monday – Friday. Variety of topics including tech basics, stretch and strength, finance, and more!
- Virtual discussion groups
- Multilingual programming in Spanish, Mandarin, and Vietnamese
- Articles for 60+ readers
- Tech Tip videos
- 1:1 tech support and coaching
- Toll-free national hotline: **(888) 713-3495**



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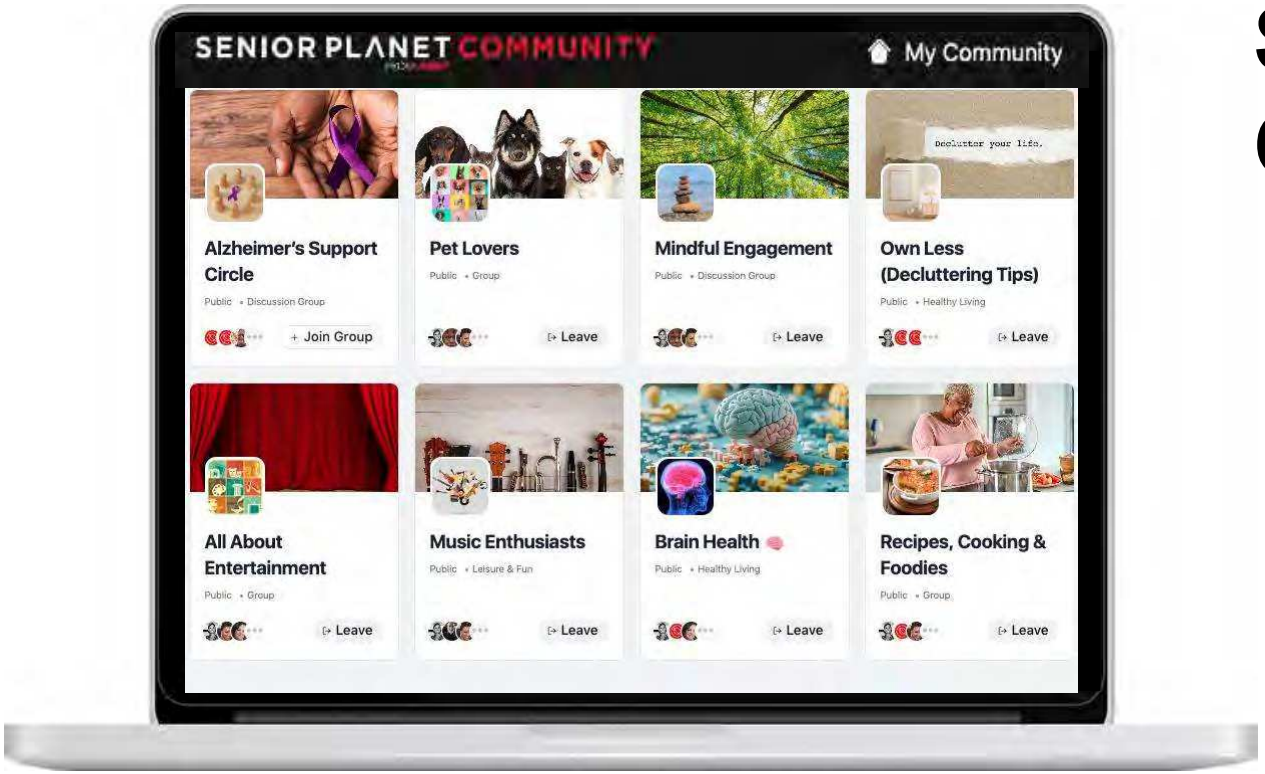

Senior Planet Community

A social media platform with over 12K users made with older adults, for older adults.

- Group-based interest areas
- Safe, trusted, and Ad-free space
- User-generated content with engaging discussions, shared experiences, "Ask a Tech Expert" groups and more

Community.seniorplanet.org

OATS | OLDER ADULTS TECHNOLOGY SERVICES FROM AARP

New Podcast: Aging Rewired

Aging Rewired explores the intersection of aging and technology.

- Topics challenge listeners to think differently about aging
- Episodes discuss filmmaking at any age, ageist stereotypes in media, remarkable women over 50, & more

seniorplanet.org/podcast

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Free Technology Hotline

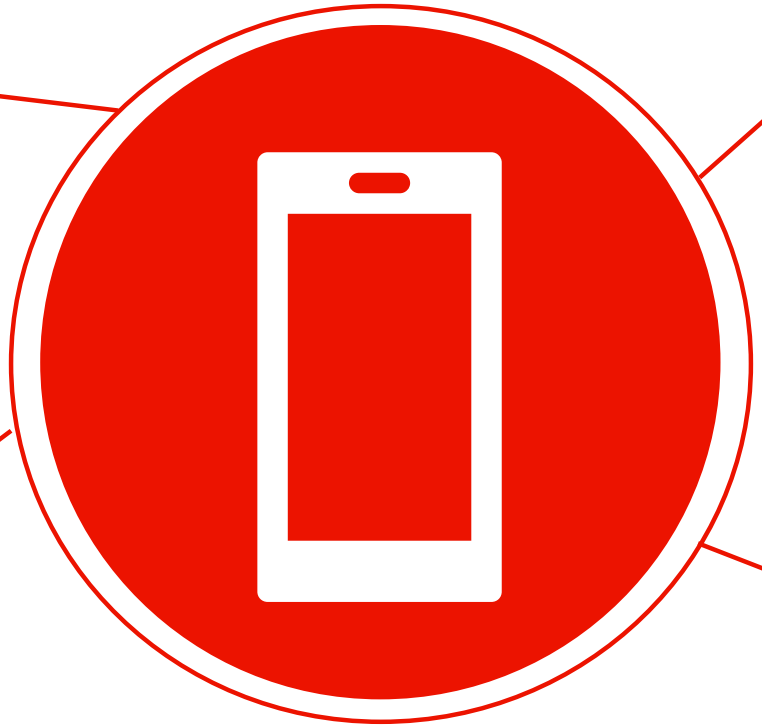
888-713-3495

Need help setting up an email account? Have a question about Zoom? Looking for advice about buying a new tablet or computer? The toll-free hotline from Senior Planet from AARP has a patient agents ready to answer questions.

Find Us

SeniorPlanet.org
- Online classes
- Articles for 60+
- Videos and quizzes
- Recorded tech tip videos

Senior Planet Hotline:
(888) 713-3495
Hotline hours:
Monday – Friday: 9:00am - 8:00pm ET
Saturday: 9:00am - 2:00pm ET



OATS.org
- Client Projects
- Licensing Info and Application

Senior Planet Community:
Community.seniorplanet.org

Thank you

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@OlderAdultsTech

rkawamoto@oats.org

www.seniorplanet.org

@SeniorPlanet

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FROM AARP

File #: 26-1586 **Agenda Date:** 4/16/2026 **Agenda #:**

Advisory Council on Aging:

- Brown Act Attendance
- Membership Expectations

Brown Act Attendance Requirements*

There are several ways to meet the Brown Act Attendance Requirements, including attending a meeting:

- In person
- Via Traditional Teleconferencing
- Via Alternative Teleconferencing, either for
  - Just Cause
  - Disability Accommodation

The next few pages provide further details.

**** As of 1/1/26***

Brown Act Attendance Requirements

If not attending in person

	Traditional Teleconferencing	Alternative Teleconferencing (1/1/26 – 1/1/2030)
Basis for Remote Attendance	When unable to attend in person	May appear remotely for Just cause: • May do 2 times per year • Must notify AAA by start of meeting with specific just cause reason
Agenda and Public Access	• Provide address to be listed on agenda to AAA ~ 1 week before meeting (name not listed with address) • Post agenda at your location • Public may attend at your location	n/a
Quorum	Count towards quorum	Quorum must be met by in person members & traditional teleconferencing
Voting	May vote if meet address/posting requirement	A majority of the membership body participates in person

Alternative Teleconferencing

SB 707 Just Cause	
• Childcare or Caregiving Need • Contagious Illness • A need related to a Physical or Mental Disability not otherwise accommodated • Immunocompromised family member • Military Service	• Physical Emergency • Family Medical Emergency • Travel for official business of the body or other state or local agency
• Must participate through <u>both</u> audio and video • Must disclose any other adults present in the room at the remote location	

Alternative Teleconferencing

• **SB 707 Disability Accommodation**	
• Permits a member with a disability to participate in a meeting remotely as a reasonable accommodation • Requests must be made to clerkoftheboard@cob.cccounty.us	• Must participate through both audio and video • Must disclose any other adults present in the room at the remote location
• Treated as in-person attendance	

Advisory Council on Aging (ACOA)
Member Expectations

Newly appointed members of the ACOA sometimes find the onboarding process somewhat confusing, particularly understanding what is expected of our members and how to best fit into the organization. This document aims to clarify some potential sources of confusion.

The ACOA has 39 seats, all of which are appointed by the Contra Costa Board of Supervisors. Twenty (20) of those seats are held by Members-at-Large, who represent all of the Seniors throughout the County. Nineteen (19) of these seats are designated for certain cities strategically located throughout Contra Costa County in an effort to demographically represent a cross section of the County. These members are selected by each City and then appointed by the Board of Supervisors.

This is a list of expectations that applies to all members.

Basic Requirements

- Complete the **Brown Act & Better Governance Ordinance** video training upon appointment by the Board of Supervisors and send a signed affidavit attesting to its completion to AAA staff. Link to the training: Brown Act & Better Government Ordinance Training Video

  This training must be completed within the first three months of appointment and every two years thereafter.

- Complete **Ethics for Local Government Officials** training upon appointment by the Board of Supervisors. Submit verification of completion to staff. Link to the training: Ethics Training (ca.gov)

  This training is must be completed within the first three months of appointment and every two years thereafter.

- Complete **Implicit Bias Training** provided by the City of Richmond through a learning pathway series of articles and videos.

  This training must be completed within the first three months of appointment and every two years thereafter.

- Complete **Assuming Office Statement** via NetFile. An email with NetFile login information will be sent to your email address on file. If you have questions, please contact Jenny Lam at jlam@ehsd.cccounty or 925.655.0773.

  The Assuming Office Statement must be completed within 30 days of appointment.

- Complete and submit **Form 700** annually (prior to April 1st). This can be done electronically by completing the form online at the County website and following the directions provided. (Print a copy for your own records) Form 700 (ca.gov) If you have questions, please contact Jenny Lam at jlam@ehsd.cccounty or 925.655.0773.

  The Form 700 must be completed annually prior to April 1st.

- Complete a new Application when required/requested in order to remain a member of the Council.

Knowledge

- Become familiar with the ACOA by-laws and have a working knowledge of its articles. These not only provide a detailed outline of our organization but also include provisions for maintaining your membership in good standing.

- Become knowledgeable about the services funded through the Area Agency on Aging in addition to its Mission, Goals and Objectives.

Communication

- Have the ability to send and receive emails.

- Assist in written communications, such as reports and position statements, between Committees and the Advisory Council.

Ethics and Respect

- Although the ACOA welcomes frank and open discussions, it is important that such discussions be thoughtfully and respectfully carried out.

- Sit at the tables provided, with your name placard in front of you and your name tag clearly visible on your clothing. The perimeter seats are for guests and visitors.

- Members attending the ACOA meetings by Zoom are expected to leave their video on and participate when requested. In addition, ensure your name is shown on your screen.

- Turn off all electronic devices during the meetings to ensure full participation. Your cell phone should be either turned off or in vibration only mode. Leave the room temporarily to make/receive emergency phone calls.

- Recuse yourself and leave the room when there is an issue before the Council on which you have an apparent or even potential, perceived conflict of interest.

Service and Participation

- Serve as an Advisor to the ACOA by preparing for and attending both the General Council meeting and at least one Committee meeting on a regular basis. You are expected to be on time for meetings and attend for the full session. Active participation is encouraged.

- Declare which Committee you will join within 6 months of appointment to the Council by the Board of Supervisors.

- Act as an independent advocate for older persons, taking action on Federal, State and local policies/legislation affecting Seniors and Disabled adults.

- Assist in identifying the needs and priorities of Seniors and Disabled Adults.

- As an individual, ***not as a representative of the ACOA,*** you should inform local senior advocates and organizations on specific legislation affecting Seniors and disabled adults pending before local, state, and federal governments.

- As a representative of the ACOA, act as a liaison between the stakeholders and advocacy organizations and the ACOA and County Board of Supervisors.

- Actively participate in the Advisory Council process of funding recommendations on Older American Act and State related funding proposals.

- Welcome all members, especially those who are new, and encourage their participation at meetings by asking questions and getting to know them.

- Be a buddy for new members to help facilitate new members onboarding.

- As a leader, seek out and encourage others to lead.

Reports and Presentations

- City Representatives must provide an annual 2-3-minute report to the General Council specifying the actions taken by their respective cities to respond to the needs of their senior populations.

- Committee Chairs must provide an annual report to the President of the ACOA in November for inclusion in the annual ACOA report to the Board of Supervisors. (Refer to the prior year's report for form and substance.)

Note: Cities may also impose additional requirements/expectations of their representatives to this Council.