



REQUEST FOR PROPOSAL

OLDER AMERICANS ACT TITLE III-D
DISEASE PREVENTION AND HEALTH PROMOTION PROGRAM

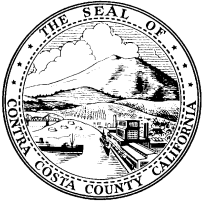
RFP # 1195

ISSUE DATE: March 3, 2023

Amended as of March 10, 2023

**PROPOSAL DUE DATE: Monday, April 3, 2023,
no later than 5:00 PM PST**

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



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
Aging and Adult Services (AAS) Bureau
Area Agency on Aging (AAA)
Title III-D Disease Prevention and Health Promotion Program**

REQUEST FOR PROPOSAL (RFP) 1195

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 III-D Disease Prevention and Health Promotion Program to serve Contra Costa County residents aged 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, 2023 through June 30, 2024 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 Virtual Bidders' Conference Scheduled for
Date: Tuesday, March 14, 2023
Time: 10:00 a.m. to 12:00 p.m. Noon**

A mandatory Letter of Intent to submit a proposal is due by 5:00 p.m. PST on **Friday, March 17, 2023** via email to contractbid@ehsd.cccounty.us

Attendance at the Bidders' Conference is not required for a proposal to be considered. Bidders' Conference attendance is virtual via the EHSD RFP 1195 TITLE III-D Disease Prevention and Health Promotion Program. Agencies interested in attending the Bidders' Conference should register at the following website address:
<https://attendee.gotowebinar.com/register/1954354859783326037>

**Final proposal submission is due
by 5:00 p.m. on Monday, April 3, 2023**

Questions about RFP 1195 or the County's procurement process must be submitted in writing to contractbid@ehsd.cccounty.us. Questions will be accepted through Monday, March 20, 2023. All comments and inquiries received will be posted publicly along with the response on March 23, 2023 at: www.ehsd.org/rfps.

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



EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
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Area Agency on Aging (AAA)
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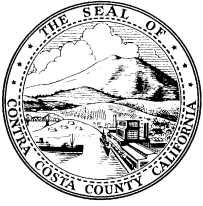
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SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL 1195

**Older Americans Act (OAA) Title III D
Disease Prevention and Health Promotion Program**

The Contra Costa County Aging and Adult Services (AAS) Bureau announces the issuance of **Request for Proposal (RFP) 1195** seeking public or nonprofit organizations to provide Older Americans Act (OAA) Title III D Disease Prevention and Health Promotion Program (DPHP) administered by the California Department of Aging (CDA). The AAS Bureau's Area Agency on Aging (AAA) division administers the OAA Title III-D DPHP services locally for older adults aged 60+ by contracting with community-based agencies. Funding for DPHP under this RFP comes primarily from the OAA, with provisional augmentation of funding from the American Rescue Plan Act (ARPA). Programs offered under the OAA Title III-D services must be evidence-based and demonstrate effectiveness in improving the health of older adults.

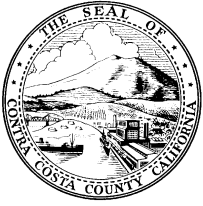
The total funding available through RFP 1195 is **\$125,746**, comprised of \$66,302 in OAA and \$59,444 in ARPA, for the period July 1, 2023 through June 30, 2024. Note that ARPA is part of the federal government's COVID-19 disaster relief fund, which expires on September 30, 2024. ARPA funding will not be available after September 30, 2024.

A Recommended Virtual Bidders' Conference is scheduled for **Tuesday, March 14, 2023, from 10:00 am to 12:00 p.m. PST**. Participation in the Bidders' Conference is recommended, but not required, for a proposal to be considered. Registration is required prior to being admitted to join the Bidder's Conference.

Submission of proposals in response to RFP 1195 is due on Monday, April 3, 2023 by 5:00 p.m. PST, without exception.

For complete RFP details, Bidder's Conference registration instruction, proposal submission requirements, and a copy of the RFP, visit the Employment & Human Services Department website at <https://ehsd.org/overview/contracting-opportunities/> or by calling (925) 608-4969.

All potential applicants will have equal access to the information associated with this RFP. Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP 1195" in the subject line. Questions must be submitted by Monday, March 20, 2023. All comments and inquiries received will be posted publicly along with the response by March 23, 2023 at: <https://ehsd.org/overview/contracting-opportunities/>



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After registering, you will receive a confirmation email containing information about joining the webinar.

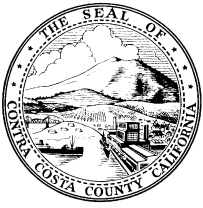
Please have a copy of the RFP with you when joining the Webinar. All attendees will be in listen mode only.

You can register at any time. Upon the registration approval, you can test your system in advance. You will need a sound enabled PC to hear the discussion. All questions will be entered via the keyboard.

If you have problems logging in, please contact the support page at www.gotowebinar.com.

If you have not used a GoToMeeting or GoToWebinar before, access a 4-1/2 minute YouTube video that can help guide you.
<https://www.youtube.com/watch?v=IQ3Xwwgbd8Y&t=5s>

Remember to use your computer audio for access during the webinar.



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SECTION 3: REQUEST FOR PROPOSALS 1195 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, in its entirety, is PSA 7. Located on the east side of the San Francisco Bay, Contra Costa is the 9th most populous county in California. The County Board of Supervisors serves as its governing board. The 40-member Advisory Council on Aging (ACOA) serves as a citizen advisory 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 Contra Costa County Area Agency on Aging

The Contra Costa County Aging and Adult Services (AAS) Bureau is a major branch within the County's Employment and Human Services Department (EHSD). The AAA is one of the divisions within AAS. The AAS Bureau also oversees Adult Protective Services, General Assistance Program, In-Home Support Services, Public Authority, and Whole Person Care. 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 AAA supports this mission by serving as the county's hub for coordinating and funding programs and services that enhance the lives of older adults and persons with disabilities by supporting their ability to age in the community with dignity and purpose for as long as possible. In partnership with the ACOA, the AAA has the overall responsibility of planning, coordinating, funding, and advocating for a comprehensive and integrated community-based service system to meet the needs of older adults in Contra Costa County. The AAA administers the Older Americans Act, Older Californians Act, and other state and federal programs that support seniors, persons with disabilities, and unpaid family caregivers.



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3.3 Issuing Agency and Solicitation

Contra Costa County partners with the community to deliver quality services to ensure access to resources that support, protect, and empower individuals and families. The Aging and Adult Services Bureau of the County's Employment and Human Services Department issues this Request for Proposal 1195 seeking qualified public or nonprofit organizations to provide services funded under the federal Older Americans Act Title III-D Disease Prevention and Health Promotion Program.

3.4 Qualified Bidders

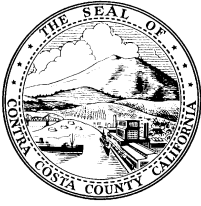
Eligible Bidders are agencies which, on their own or in collaboration with other organizations, have adequate controls, personnel, and capability to provide the services sought in this RFP. Collaborative proposals are highly encouraged, but one agency must submit the proposal as the applicant and will 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 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 Bidder agrees to be bound by all the terms and conditions of the County's standard contract, if selected. Proposals submitted by the successful Bidder 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 or members of the AAA's Advisory Council on Aging, 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.



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3.6 Questions and Comments

Potential Bidders may pose questions about the RFP process or content by submitting questions to the EHSD Contracts and Grants Unit.

Questions about RFP content must be submitted via email to contractbid@ehsd.cccounty.us by the “**Question Submittal Period**” referenced in Section 2, RFP Timeline. Responses to questions will be posted on the EHSD website at <https://ehsd.org/overview/contracting-opportunities/> under this RFP by the Responses to RFP Questions date referenced in Section 2, RFP Timeline.

Upon conclusion of the “Question Submittal Period” referenced in Section 2, RFP Timeline, only RFP *process* related questions will be accepted and can be sent via email to contractbid@ehsd.cccounty.us. Emails should include “RFP 1195” in the subject line.

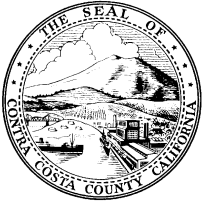
3.7 Right to Cancel or Amend

EHSD reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. EHSD 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 EHSD to award a contract or to procure a contract for services. This RFP is in no way an agreement, obligation, or contract between EHSD and any applicant. This RFP does not commit EHSD to accept any proposal, nor is EHSD responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

The EHSD 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. The EHSD 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.



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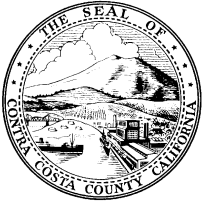
Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that the County 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 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

EHSD will not notify Bidder of requests for release of information or that EHSD released data unless the EHSD receives a request for information previously marked and identified by Bidder as confidential or proprietary. If the EHSD receives a request for release of such previously marked and identified confidential or proprietary information, the EHSD 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, OMB Circular A-122, Cost Principles for Nonprofit Organizations and OMB Circular A-102, Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments: <https://tinyurl.com/69yztmec>
- Other regulations: <http://www.ecfr.gov>



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SECTION 4: PROGRAM SPECIFICATIONS, FUNDING, & CONTRACT PERIOD

The AAS Bureau requests proposals from nonprofit or public community agencies to deliver Older Americans Act (OAA) Title III-D Disease Prevention and Health Promotion Program (DPHP) as described in this RFP. Title III-D DPHP services are available to Contra Costa County through an agreement with the California Department of Aging (CDA) funded through the federal OAA and ARPA. The successful Bidder(s) must be able to deliver DPHP using evidence-based approaches and interventions. Evidence-based programs are empirical in nature, have gone through a rigorous evaluation process, and shows effectiveness in improving the health of older adults.

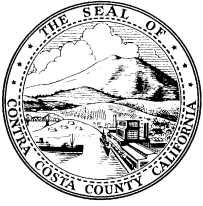
Chronic conditions, such as heart disease, stroke, cancer, diabetes, obesity, and arthritis are among the most common preventable health problems affecting older persons. Title III-D DPHP evidence-based programs provide older adults with techniques and strategies to delay and/or manage such chronic health conditions. DPHP activities aim to promote and improve nutritional health, emotional and social well-being, and physical fitness of program participants.

4.1 Estimated Funding and Contract Period

Funds available through RFP 1195 for Title III-D DPHP is approximately **\$125,746** for the period July 1, 2023 to June 30, 2024. Funding is comprised of \$59,444 in federal ARPA and \$66,302 in federal OAA. Contract(s) procured from RFP 1195 is awarded for a 12-month period, which may be renewed up to a maximum of three (3) additional one-year periods contingent upon the availability of funds and subject to contractor maintaining satisfactory performance and remaining in full compliance. More than one contract may be awarded through this RFP. Contract amounts may vary from year to year. It is important to note that **ARPA COVID-19 relief funds expire on September 30, 2024**. ARPA funds for DPHP will not be available after September 30, 2024, which may result in funding reduction for this program in subsequent years.

Proposal narratives must be accompanied by a clear, concise, and reasonable budget for the first year of the grant period from July 1, 2023 to June 30, 2024 using the budget template provided in this RFP (**FORM #4**).

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



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OAA \$66,302

Federal Award Identification Number (FAIN): TBD
Sub award Period of Performance: 2023-2024
Catalog of Federal Domestic Assistance Number (CFDA): 93.043
Program Title: Title III-D Disease Prevention and Health Promotion Program
Agency: Department of Health and Human Services
Office: Administration for Community Living

ARPA \$59,444

Federal Award Identification Number (FAIN): 2101CAPH6-00
Sub award Period of Performance: 2023-2024
Catalog of Federal Domestic Assistance Number (CFDA): 93.043
Program Title: American Rescue Plan (ARP) for Preventive Health under Title III-D of the OAA
Agency: Department of Health and Human Services
Office: Administration for Community Living

4.2 Eligible Populations

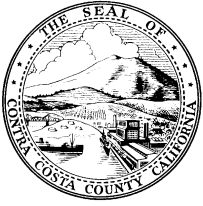
For this RFP 1195, eligible clients for Title III-D must be:

- Aged 60 years or older regardless of income
- 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.

4.3 Targeting

The Older Americans Act emphasizes that services be targeted to those most in need in the community. While the Title III-D program is open to all Contra Costa County residents aged 60 and over, Section 206 of the OAA requires that priority be given to the following targeted populations:

1. Greatest Economic Need - persons aged 60 and older with greatest economic need is determined by monthly income at or below the Federal Poverty Guidelines.



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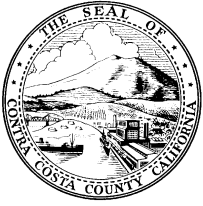
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2. Greatest Social Need - persons aged 60 and above with greatest social need is defined as having priority needs due to social factors that may limit their ability to access services and opportunities, including sexual orientation, rural status, racial and ethnic minority background, limited English speaking ability, and HIV/AIDS status.
3. Minorities - persons aged 60 and above who identify with any of the following groups: American Indian/Alaskan Native, Asian/Pacific Islander, Black, or Hispanic.
4. Minorities with Greatest Economic Need - persons aged 60 and above whose monthly income is at or below the Federal Poverty Guidelines and who identify with one of the following groups: American Indian/Alaskan Native, Asian/Pacific Islander, Black, or Hispanic.

4.4 Legal Authorities

The following are the legal authorities governing the Older Americans Act Title III-D program, 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 \$750,000 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 \$750,000 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 \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than \$750,000 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 45 CFR 75 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.



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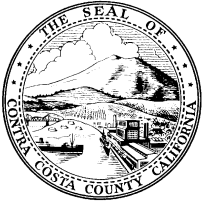
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5. The *sub recipient* shall maintain accounting records for funds received under the terms and conditions of the Agreement. These records shall be separate from those for any other funds administered by the *sub recipient*, and shall be maintained 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] [45 CFR 75].
6. The Contractor shall meet the following standards for its fiscal management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302.

4.5 Program Monitoring and Evaluation

The AAA will actively monitor services provided by the agency awarded the contract through this RFP. 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.



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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 and the Aging and Disability Resource Connection.
8. Attend all mandatory meetings, trainings, and workshops.

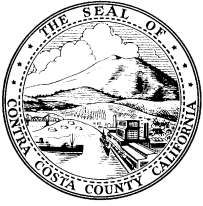
4.6 Subrecipient Awards and Contractor Responsibilities

If Contractor further passes through federal funds of this subaward, Contractor shall make case-by-case determinations whether each agreement it makes for the disbursement casts the party receiving the funds in the role of a subrecipient or a Contractor and must following the following guidelines:

1. Contractor must include information required by 2 CFR Code of Federal Regulations (CFR) §200.331 (Requirements for pass through entities) in each subrecipient's contract.
2. Contractor must monitor its subrecipients consistent with the requirements outlined in the Federal rules and applicable sections of the CFR including 2 CFR §200 (Uniform Guidance).
3. Contractor must evaluate each subrecipient's risk of noncompliance to determine the appropriate fiscal monitoring level, monitor the fiscal activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of 2 CFR §200.
4. Contractor must retain documentation to prove that determinations and monitoring were conducted during the contract term. EHSD, as a pass-through entity, may request those documents during fiscal monitoring.

Contractor must submit to the AAA, monthly information for ongoing program monitoring, which may include, but is not limited to:

1. Number of seniors 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.



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SECTION 5: RFP 1195 SOLICITATION OF SERVICES

5.1 OAA Title III-D Disease Prevention and Health Promotion Program

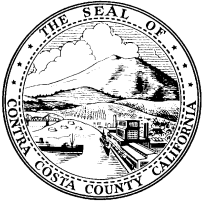
The OAA Title III-D DPHP program addresses the functional limitations, maintains health and independence, and promotes access to services for older adults. DPHP programs provide techniques and strategies to delay and/or manage chronic conditions by promoting emotional and social well-being, improving physical fitness, and reducing disease and injury. DPHP programs reduce the need for more costly medical interventions.

The Administration for Community Living (ACL), the entity that governs the OAA at the federal level, requires that programs offered under Title III-D be evidence based. ACL defines evidence-based programs eligible for funding under Title III-D as:

- Approaches that have demonstrated effectiveness for improving the health and well-being or reducing disease, disability and/or injury among older adults through an evaluation; *and*
- Intervention has proven effective with older adult population, using experimental or quasi-experimental Design; *and*
- Research results have been published in a peer-review journal; *and*
- Program has been fully translated in one or more community site(s); *and*
- Program includes developed dissemination products that are available to the public.

Through RFP 1195, the County will enter into a cooperative agreement with a service provider(s) to deliver Title III-D DPHP evidence-based program(s) that meet the ACL criteria as described. Go to the ACL website for a list of endorsed/approved evidence-based programs for local implementation: [Health Promotion | ACL Administration for Community Living](#).

Given the uncertainty of the duration of the COVID-19 pandemic, the AAS encourages applicants to submit proposals that continue to respond to the crisis by proposing approaches that maximize individuals' access to services, including offering alternative formats, assistive technology solutions, hybrid models, and other techniques. Potential Bidders shall also demonstrate the ability to offer services in languages other than English. The AAS seeks commitment from providers in advancing person-centered, evidence-informed, and equity-focused principles and practices envisioned in the MPA.



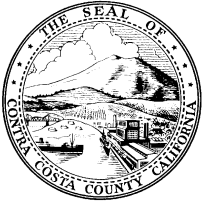
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5.2 Solicitation of Proposals

RFP 1195 is a competitive bidding process. Bidders that can propose to deliver the most cost-effective program that meet evidence-based requirements without compromising service quality and efficacy are highly favorable. More than one organization may be granted an award through this RFP. **Total funding available is \$125,746.** Contractor(s) shall be able to deliver the following Title III-D Disease Prevention and Health Promotion Program for the period July 1, 2023 through June 30, 2024:

Unit Measure:	1 Contact
Minimum Number of Units Required:	5,025 contacts
Maximum Reimbursement Rate:	\$25 per contact



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SECTION 6: BIDDER REQUIREMENTS

6.1 Bidder's Instructions

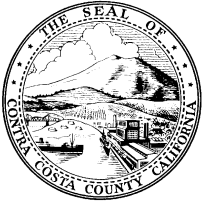
Bidders will submit a proposal for provision of services under the Older Americans Act in accordance with all Federal, State and County regulations. Failure to respond to any of the components in the RFP may result in disqualification. Read the ENTIRE RFP and complete the proposal as follows:

1. Submit a mandatory Letter of Intent (LOI) on or before Friday, March 17, 2023 by 5:00 p.m. Submit the LOI to contractbid@ehsd.cccounty.us. Bids will only be accepted from agencies that have submitted a Letter of Intent by the due date.

Once you have submitted your LOI you must call (925) 957-5645 and follow the instructions provided. This will ensure EHSD has received proper notification of your submission.

Attend the Recommended Bidder's Conference on Tuesday, March 14, 2023, 10:00 a.m. – 12:00 p.m. Attendance is highly encouraged but not mandatory. Registration is required prior to being admitted to join the Bidder's Conference. To register, please visit <https://attendee.gotowebinar.com/register/1954354859783326037>

2. Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP 1195" in the subject line. Questions must be submitted by Monday, March 20, 2023. Responses to questions will be posted on the EHSD website at <https://ehsd.org/overview/contracting-opportunities/> under this RFP on Thursday, March 23, 2023. Inquiries from individuals or agencies received from any other means will not be accepted.
3. Complete proposal by responding clearly and thoroughly to each of the requested components in Section 8 RFP Required Proposal Format.
4. Complete and submit all required Fiscal attachments, including the Program Budget using the template provided in this RFP (**FORM #4**).
5. Assemble a proposal packet for each service category the Bidder is seeking funding. The Proposal Check List is referenced in Section 10.



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6.2 Bidder's Requirements

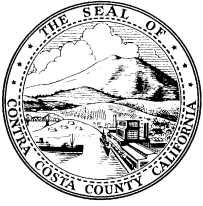
The requirements described in this section are mandatory for all Bidders. Failure to comply will deem the applicant unresponsive and the proposal incomplete. The AAS reserves the right to waive any nonmaterial variation.

1. As a component of the Financial Proposal package, Bidders 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, program 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 Manual Requirements, and Area Agency on Aging Policy manuals, memorandums and assessment/evaluation criteria are available for review. Due to concerns of COVID-19 transmission, review of these documents in-person is currently not available. The regulations cited in this RFP may also be found online, as referenced in Section 3.10 of this RFP. Request to review AAA policy manuals and other documents may be arranged by calling the AAA Senior Staff Assistant at: (925) 655-0776. Copies of the documents of interest may be furnished upon request.
4. The AAS may cancel the 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

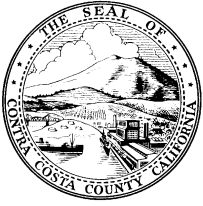


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Section 2, RFP Timeline. If withdrawing a Proposal, the Bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the Proposal.

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 proposed budget.



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SECTION 7: CONTRACT SPECIFICATIONS AND INSURANCE REQUIREMENTS

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

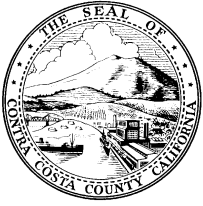
1. Parties to the Contract
2. Effective Funding Dates
3. Legal Capacity (Agency Type)
4. Signatories to the Contract
5. Service Specifications and Provisions for Monitoring and Evaluation

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 (see Section 12, Appendices, 12.2) included as an attachment to Contracts resulting from this RFP.



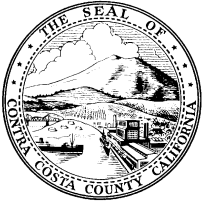
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5. Special Conditions: Area Agency on Aging Special Conditions (see Section 12, Appendices, 12.3) will be included as an attachment to Contracts resulting from this RFP.
6. Insurance. During the entire term of this Contract and any extension or modification 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.



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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, the 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.

8.1 General Submittal Requirements

Electronic Submission – RFP Proposal Submissions are accepted via **email only**. Email submissions consist of a single email with two separate attachments. File #1 (attachment) is the agency's "Proposal" and File #2 (attachment) is the agency's "Financial" documents.

File #1 Proposal File: Save as "RFP 1195-Agency Name-Proposal". This file must contain agency proposal and all required addendums as specified in the RFP and must be signed by officials authorized to bind the Bidder to the provisions of the RFP.

File #2 Fiscal File: Save as "RFP 1195-Agency Name-Financials". This file must contain all required financial documents as specified in the RFP.

Files that exceed 10MB must be compressed into a zip folder before sending.

Attach both RFP files to the email and send to Contractbid@ehsd.cccounty.us.

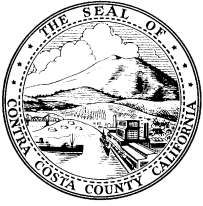
The submissions deadline is Monday, April 3, 2023 at 5:00 p.m.

Email should include "RFP 1195 Proposal – Agency Name" in the subject line.

Please reference the "Proposal Response Submission Due Date" reflected in Section 2, RFP Timeline.

Once you have submitted your proposal you must call (925) 957-5645 and follow the instructions provided. This will ensure EHSD has received proper notification of your submission.

Any proposal received after the deadline will be rejected. Mail-in, hand-delivery, and faxed submissions are not acceptable.



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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.

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

The total Proposal should not exceed 15 pages excluding cover statement, table of contents, budget schedule, budget narrative, resumes, required fiscal attachments and addendums.

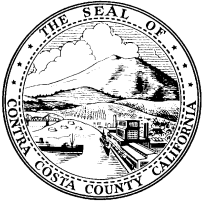
Proposals should be **without** expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the Proposal. Information on evaluation criteria and weight factors are included in this RFP packet.

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 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 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/>.



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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)

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. Officials authorized to bind the entity must sign. Do not place anything in front of this page.

8.4.2 Table of Contents

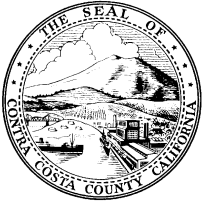
Proposal must include a Table of Contents that clearly identifies each section of the proposal.

8.4.3 Program Narrative Response

Respond to the following questions clearly and concisely. **The total Proposal should not exceed 15 pages** excluding cover statement, table of contents, budget schedule, 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 (3 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/program 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. If applicable, provide the name of the agency with whom the Bidder has a contract for the relevant or similar service proposed.



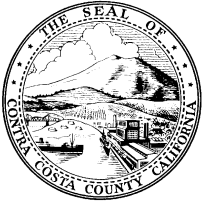
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3. Describe your organization's experience in reaching the targeted populations considered priority populations or geographic areas as described in this RFP (see section 4.3 Targeting). Include in your response any relevant data or information that demonstrates the organization's experience in providing services to the targeted/priority populations. As applicable, highlight best practices and strategies used by the organization that have proven successful in reaching the targeted priority populations.
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. Describe the program you propose to deliver and are seeking funding through this RFP, as stated in Section 5.2 Solicitation of Proposals. Your response must include the following:
 - a. **Title III-D evidence-based program** 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. **Targeted population(s)** to be reached/served.
2. Provide a summary of the design and approach for the proposed Title III-D program the applicant is seeking funding under this RFP. In your response, briefly describe the scope of the proposed evidence-based program, including goals, objectives, major activities, milestones, measurable outcome, staff responsible, and timelines.
3. Describe how the organization will evaluate the proposed program's impact and outcomes. Describe the evaluation tool, data collection method,



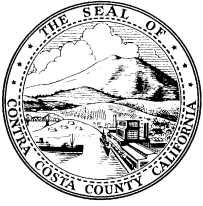
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- database/application to track and collect data, etc. Describe how the agency will use the information collected to further develop the program and improve participants' experience.
4. Describe how the proposed program will enhance and strengthen the supportive service system for older persons and adults with disabilities in Contra Costa County, especially for the priority populations specified in this RFP (see Section 4.3 Targeting).
 5. Describe the organization's outreach/marketing plan to generate client participation in the proposed program. Identify strategies to reach the priority populations described in Section 4.3 of this RFP to participate in the proposed evidence-based program.
 6. Describe how the proposed evidence-based program will ensure that service delivery and approach are attentive to the diverse backgrounds and needs of the client population. Include in your response how the organization and staff will ensure that the program is sensitive, responsive, and relevant to the varying abilities, cultures, gender identities, languages, race, sexual orientation, socio-economic status, etc. of the client population.

C. ADMINISTRATION (2 pages max [excluding budget form] 30 possible points)

1. 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.**
2. Using the enclosed Program Budget template and justification (**FORM #4**), describe the proposed program budget for the proposed service.
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.

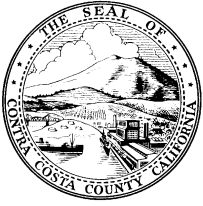


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8.4.4 Fiscal Documentation, Narrative and Budget

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 Program Budget (**FORM #4**), showing the amount and purpose of requested funds, and the other resources, 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. **Check your math.**
1. 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 the proposed project.
 6. Describe all line items included in the 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

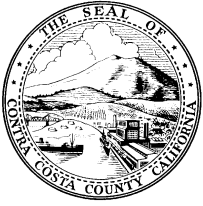


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arithmetically determined.

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



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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 insure 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 with 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

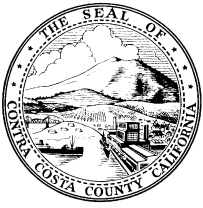
Fiscal Review will be performed by the Employment and Human Services Department, Fiscal Division. Submitted financial statements described in section 8.4 will be evaluated and scored according to program budget, solvency, and internal controls. Each proposal must receive a **minimum score of 70%** of the total available 100 points on the Fiscal Review to be forwarded to the Bureau Evaluation 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. Evaluation 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 applicant.

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 Review Committee are unlikely to be eligible for further consideration for funding.** Program Elements and Possible Score



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Program Elements and Possible Score

A. Agency Overview and Organizational Capacity – 20 Points Maximum

Evaluation Criteria	Maximum 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.	5
2. Provide a summary of the organization’s experience implementing a service/program 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. If applicable, provide the name of the agency with whom the Bidder has a contract for the relevant or similar service proposed.	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). Include in your response any relevant data or information that demonstrates the organization’s experience in providing services to the targeted/priority populations. As applicable, highlight best practices and strategies used by the organization that have proven successful in reaching the targeted priority populations.	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.	5



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B. Program Design and Approach – 50 Points Maximum

Evaluation Criteria	Maximum Points
<p>1. Describe the program you propose to deliver and are seeking funding through this RFP, as stated in Section 5.2 Solicitation of Proposals. Your response must include the following:</p> <ul style="list-style-type: none"> a. Title III-D evidence-based program 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. Targeted population(s) to be reached/served. 	15
<p>2. Provide a summary of the design and approach for the proposed Title III-D program the applicant is seeking funding under this RFP. In your response, briefly describe the scope of the proposed evidence-based program, including goals, objectives, major activities, milestones, measurable outcome, staff responsible, and timelines.</p>	10
<p>3. Describe how the organization will evaluate the proposed program's impact and outcomes. Describe the evaluation tool, data collection method, database/application to track and collect data, etc. Describe how the agency will use the information collected to further develop the program and improve participants' experience.</p>	10
<p>4. Describe how the proposed program will enhance and strengthen the supportive service system for older persons and adults with disabilities in Contra Costa County, especially for the priority populations specified in this RFP (see Section 4.3 Targeting).</p>	5
<p>5. Describe the organization's outreach/marketing plan to generate client participation in the proposed program. Identify strategies to reach the priority populations described in Section 4.3 of this RFP to participate in the proposed evidence-based program.</p>	5



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<p>6. Describe how the proposed evidence-based program will ensure that service delivery and approach are attentive to the diverse backgrounds and needs of the client population. Include in your response how the organization and staff will ensure that the program is sensitive, responsive, and relevant to the varying abilities, cultures, gender identities, languages, race, sexual orientation, socio-economic status, etc. of the client population.</p>	5
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C. Administration – 30 Points Maximum

Evaluation Criteria	Maximum Points
<p>1. Describe the staffing for the proposed evidence- based program/service.</p> <p style="padding-left: 20px;">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.</p> <p style="padding-left: 20px;">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</p>	15
<p>2. Using the enclosed Program Budget template and justification (FORM #4), describe the proposed program budget for the proposed service.</p>	10
<p>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.</p>	5

Total Maximum Possible Points	100 points
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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**

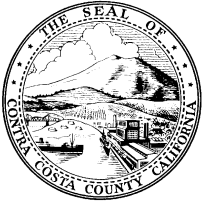
or via email to: contract_clerk@ehsd.cccounty.us

Letters of appeals must be sent and received no later than 5:00 p.m. by the tenth (10) 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
1300 National Drive, Suite 200
Sacramento, CA 95834



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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.

By submitting a Proposal, Bidders 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.



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SECTION 10: PROPOSAL CHECKLIST

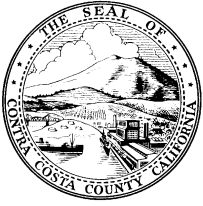
All items listed below shall be completed and included in submittal package at time of submission to County as per the RFP. This list is intended to assist responding organizations. It is the sole responsibility of each responding organization to ensure that their proposal conforms to the requirements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

File #1 Proposal File:

- 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)**

File #2 Fiscal File:

- Fiscal Management Narrative**
- Board of Directors Form (Form #3)**
- Budget and Budget Narrative (Form #4; Excel Workbook; 16 pages)**
- 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).



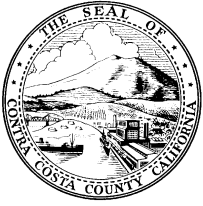
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SECTION 11: REQUIRED FORMS

All forms must be completed and attached to submitted proposals

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

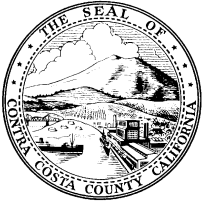


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11.1 FORM #1: Proposal Cover Statement

PROPOSAL COVER STATEMENT – RFP 1195	
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)	
PROPOSAL 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	
<i>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.</i>	
AUTHORIZED REPRESENTATIVES: (two signatures required)	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____



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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.

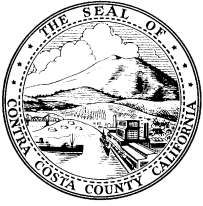
5. Has bidder failed or refused to complete any contract? Yes _____ No _____
If yes, briefly explain.

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.

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.



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FORM #2, Continued

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

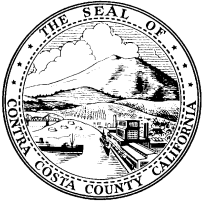
Printed Name and Title (Executive Director)

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.



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11.3 FORM #3: Board of Directors

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

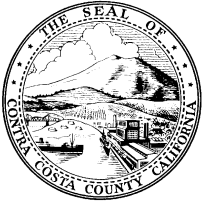


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11.4 FORM #4: Budget (Excel Workbook; Summary;)

Entity Legal Name:		
Term Start Date:		
Term End Date:		
Cost Reimbursement Amount		
In-Kind Match Amount (If Applicable)		
Total Budget with Match	\$ -	
BUDGET CATEGORY DESCRIPTION	BUDGETED COST REIMBURSEMENT AMOUNT	BUDGET NARRATIVE
PERSONNEL AND FRINGE BENEFITS	\$ -	
OPERATING COSTS	\$ -	
OTHER COSTS	\$ -	
PARTICIPANT COSTS	\$ -	
INDIRECT OVERHEAD AND/OR ADMINISTRATIVE COSTS	\$ -	
COST REIMBURSEMENT AMOUNT	\$ -	
Cost Reimbursement Amount	\$ -	
Total Budget	\$ -	
BUDGET AMOUNTS FROM CELLS B6 & B7	-	
MUST BE ZERO	-	



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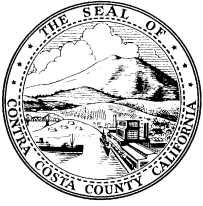
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SECTION 12: APPENDICES

12.1 GENERAL CONDITIONS

1. **Compliance with Law**. Contractor is subject to and must 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 thereunder, 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



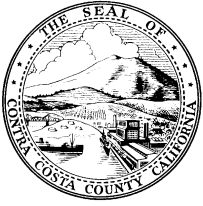
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Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

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 and 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 will 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



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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 to be 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 \$100,000 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 or 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 \$100,000 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.

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.

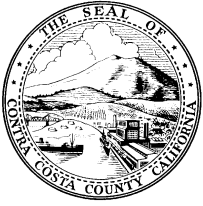
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable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

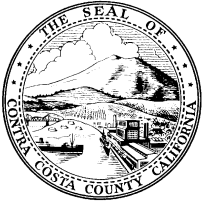
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.



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- 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 thereof complies with the requirements of this Contract, or acceptance of the whole 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 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, workers' compensation 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 County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by 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



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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, 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, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be 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 County for the proportion 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.

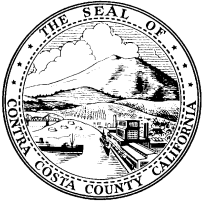


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19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

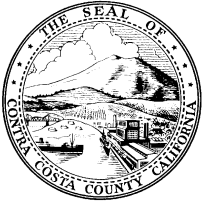
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined 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 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.



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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, Rights in Data, and Works Made for Hire**. 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



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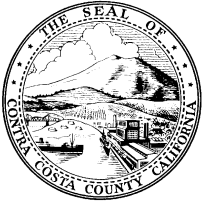
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and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or 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 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



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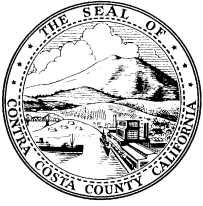
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Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

- 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.

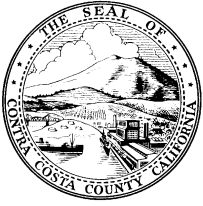


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12.2 FEDERAL SUBAWARD CONDITIONS

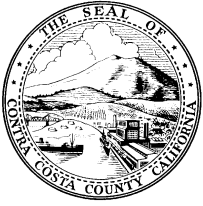
- I. The contract meets the conditions of a Federal subaward and the Contractor is subject to the Subrecipient provisions in 2 CFR 200.
- II. Definitions:
 - A. CFR means Code of Federal Regulations.
 - B. AL means Assistance Listing (previously referred to as CFDA).
 - C. Subrecipient – – Title 2 CFR section § 200.1
Subrecipient means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. 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
(PTE) means a non-Federal entity 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 TBD.
- V. The Subrecipient's unique identification number is TBD.
- VI. If applicable, the Federal Award Date is 2021 ARPA and 2023 OAA.
- VII. If applicable, the Federal Award Identification Number (FAIN) is 2101CAPH6-00 for ARPA and TBD for OAA.
- VIII. The Subaward Period of Performance is from 07/01/2023 to 06/30/2024.



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- IX. The total amount of Federal Funds Obligated to the subrecipient in this Federal subaward award is: \$125,746.00.
- X. The AL Number is 93.043.
- XI. The Federal Program Title is American Rescue Plan (ARP) for Preventive Health under Title III-D of the OAA and Older American Act Title III- Preventive Health.
- 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.



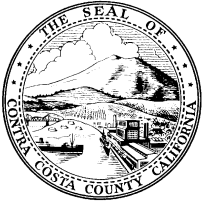
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12.3 AREA AGENCY ON AGING SPECIAL CONDITIONS

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). See also Area Agency on Aging – Attachment 7, attached hereto.
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

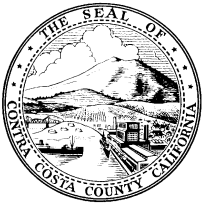


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or disability, or otherwise isolated. Services include: meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans.

13. **Title III-D (Disease Prevention and Health Promotion Program)** 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 III-D (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 Attachment 7, 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



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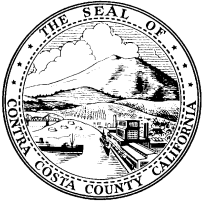
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to serve as representative of the State Long-Term Care Ombudsman Program.
[OAA §§711(5), 712(a)(5)(A); 45 CFR 1324.1; W&I Code §9712.5]

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 a 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.



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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.

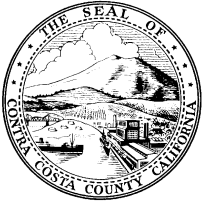
C. Nondiscrimination In Employment, Services, Benefits And Facilities:

Contractor and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Contract, because of race, ancestry, marital status, color, religious creed, political activities or affiliations, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), the Fair Employment and Housing Act (Government Code §§ 12900, et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto. Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification (Attachment), prior to execution of this Contract. The certificate is available at <http://www.dgs.ca.gov/ols/Forms.aspx>.

The California Civil Rights Laws Certification (Attachment), ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12900, et seq.), and ensures that Contractor's internal policies are not used in violation of California Civil Rights Laws.



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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.

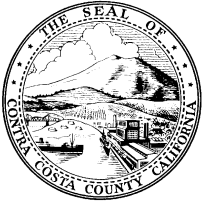
E. Contracts in Excess of \$100,000

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:



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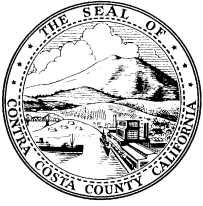
- a. Is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Has not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them 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



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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:

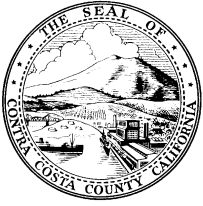
1. Contractor must read, sign and date Lobbying Certification Attachment 4 and return with the contract. To report lobbying activities, Contractor must complete Standard Form Disclosure of Lobbying Activities LLL (Attachment 10). Refer for implementing guidance published by the Office of Management and 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, capitalized or noncapitalized, used in operation of this Contract.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, toner, cartridges, file folders, and similar items.
 - b. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, and similar items.
2. Property acquired under this XonreXR 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 \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).



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- 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 Paragraph 1, 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 certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024) included as Attachment 6.

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.

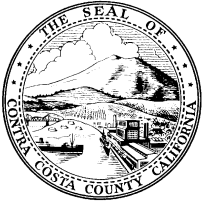


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- g. Purchase cost or other basis of valuation.
7. Prior to disposal of any property purchased by Contractor with funds from this Contract, Contractor must obtain approval from the County regardless of the acquisition value. Disposition, which includes 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 7 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 CDA.
 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-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.



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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

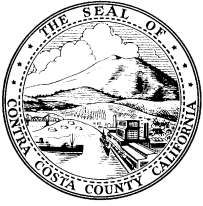
Contractor shall provide access to the County, State, or Federal agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized Federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor, which are directly 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. The 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. Insurance: Paragraph 19 (Insurance) of the General Conditions is hereby deleted in its entirety and replaced with the following paragraphs:

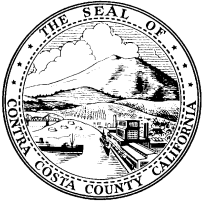
1. **AUTOMOBILE INSURANCE:** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect a policy of motor vehicle liability insurance naming the County and its officers and employees as additional insured, for any use Contractor makes of a private automobile in the performance of this Contract, as required by State law and in amounts not less than:
 - a. \$100,000 for personal injury to, or death of, one person;
 - b. \$300,000 for injury to, or death of, two or more persons, per occurrence; and
 - c. \$100,000 for property damage.



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2. **LIABILITY INSURANCE:** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor shall provide comprehensive liability insurance, 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 shall be endorsed to include County and its officers and employees as additional insured as to all services performed by Contractor under this agreement. Said policies shall 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) shall not be required to contribute to any loss covered under Contractor's insurance policy of policies. For all contracts where the total payment limit is above \$500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of \$1,000,000 and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensations, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.
3. **WORKER'S COMPENSATION:** Contractor shall provide worker's compensation insurance coverage for its employees.
4. **INSURANCE CERTIFICATE:** Not later than the effective date of this Contract, Contractor shall provide County with a certificate of insurance evidencing the above liability insurance. The policy shall include a provision of thirty (30) days written notice to County before cancellation or material change of the above-specified coverage. Said policy shall constitute primary insurance for any claims as to the County, State, and Federal governments, as applicable, and their officers, agents, and employees, so that other insurance policies held by them shall not be required to contribute to any loss covered under Contractor's insurance policy.
5. **PROOF OF INSURANCE:** Contractor shall provide County with (a) copy(ies) of the endorsement(s) making the County an additional named insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies 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(ies) at any time during the term of this Contract, then Contractor shall provide County with a current copy(ies) of the endorsement(s).
6. **ADDITIONAL INSURANCE PROVISIONS:** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above-specified coverage.



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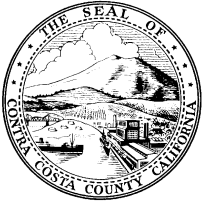
7. Contractor shall require its subcontractors or vendors under this Contract, other than units of local government, which are self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Contractor shall require its subcontractors and vendors to hold Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. Contractor shall maintain certificates of insurance for all its subcontractors.
8. Contractor shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Contract were used and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Contract.

O. 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 D shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving such as Medicaid waiver



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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:** The AAS 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 direct costs, 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 (110%) 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.

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



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for those records not terminated. 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 allow ability of expenditures reimbursed by the County under this Contract. If the allow ability 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.

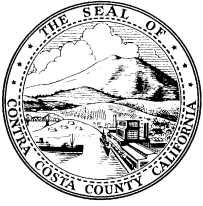
Mileage, Per Diem and Lodging:

<http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimburesment.htm>

<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>

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

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 the 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.



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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 aggregate Federal Funds from all sources shall arrange to have met the audit requirements of 2 CFR §200.501-200.521 [formerly OMB Circular A-133] and a copy submitted to the:

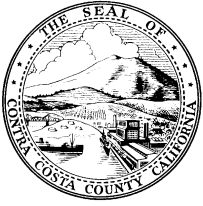
Contra Costa County Employment and Human Services
Attention Fiscal Officer
40 Douglas Drive
Martinez, CA 94553

Within the timeframe stated above in Paragraph 10(c).

d. For State-funded contracts that do not have CFDA numbers, the 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.

e. Contractor shall ensure that the single audit reports meet Federal Office of Management and Budget (OMB) Circular A-133 requirements:

- (1) Performed timely-not less frequently than annually and a report submitted timely. 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) Properly procured-use procurement standards provided for auditor selection. [2 CFR §200.509].
- (3) Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514].
- (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



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agreements; and the schedule of findings and questioned costs. [2 CFR §200.515].

- (5) Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
 - f. Contractor shall perform a reconciliation of the Cost Report and Settlement (see Area Agency on Aging-Attachments, Attachment 9) and submit to the County 30 days after fiscal year end.
 - g. 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.
 - h. Contractor shall cooperate with and participate in any further audits, which may be required by the State of California.
9. 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.

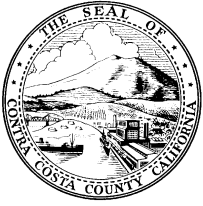
Program income may not be used to meet the matching requirements of this Contract. Program income includes:

- 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.



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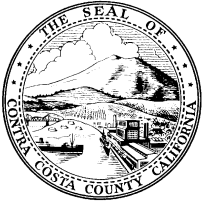
Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service.

10. **CASH or IN-KIND MATCH:** Matching means the value of third party (contractor) in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by Contractor, subcontractor, or other local resources.
 - a. Third party in-kind contributions are property or services provided which benefit a contract-supported project or program and which are contributed by non-federal third parties without charge to the County.
 - b. Third party in-kind contributions count towards satisfying a match requirement only where the payments would be otherwise allowable costs if the party receiving the contributions were to pay for the costs.
 - c. Third party in-kind contributions must be necessary for the proper and efficient accomplishment of program activities.
 - d. Costs incurred by Contractor must be verifiable from the records of Contractor.
 - e. Costs must be allowable as outlined in the OMB circulars and may be cash or in-kind contributions.
 - f. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
 - g. Non-Match contributions are Contractor funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions.

11. **OTHER RESPONSIBILITIES:** Contractor will review OMB Circulars and Common Rule found on the OMB website: <http://www.whitehouse.gov/omb/circulars/> for the following audit, local governments, non-profit entities and administration on non-profits:

OMB A-133	Audit Thresholds
OMB A-87	Local Governments/Cost Allocation Methods
OMB A-122	Non-Profit Entities
OMB A-110	Administration of Non-Profits

12. **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 assist families and/or caregivers to maintain the eligible population in a home environment and are designed to address the unmet needs of the eligible service population.



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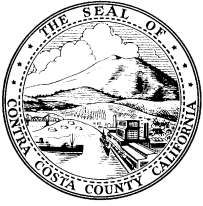
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- c. Innovative pilot projects that are designed for the development or enhancement of a comprehensive and coordinated system of services.
- d. Baseline Services. OTO funds may be approved by the AAA to increase baseline services. Service providers 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.

- 13. **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) Denial or discontinuance 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 AAS contract.
- 14. **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



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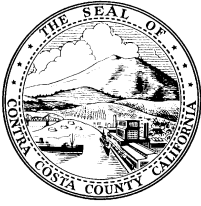
that will meet the emergency needs of its staff and clients during a disaster. Any changes to the plan must be submitted to AAA for approval.

15. **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.
16. **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.
17. **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.
18. **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.
20. Contractor must complete Attachments 1-4 which are attached hereto and incorporated herein by reference, and return with the signed contract.

P. Appeals 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 22 CCR §7400.

PROCEDURES:

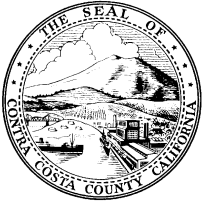
1. **First Level of Complaint:**



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- 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



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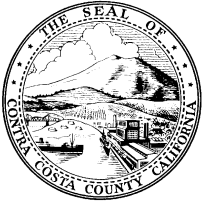
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will be upheld and the case will be closed or determine that reasons cited by the Complainant have merit and grant the Complainant an administrative hearing. The Director may choose to invite an impartial third party such as a member of the AAA Advisory Council, or another contractor who is not related to the complaint, to serve on the hearing the 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.

Q. 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.



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- c. Inadequate performance or failure to make progress so as to endanger performance of this agreement.
- 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 a financial condition that endangers performance of this agreement and/or the loss of other funding sources.
- g. Delinquency in payment of taxes or payment of costs for performance of this agreement 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, the 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.

R. 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.



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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.

S. 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.

T. Information Integrity and Security (Formerly Confidentiality)

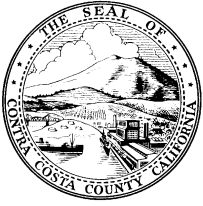
1. INFORMATION ASSETS

Contractor shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) (i.e., 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



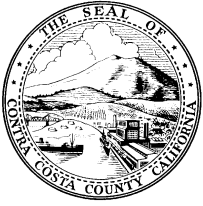
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computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).

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. The 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.



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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 04/2018) 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 9).

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.



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- 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.

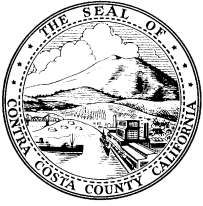
10. ELECTRONIC BACKUPS

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.

U. 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.



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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.

V. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

1. Needs Assessment: Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR §§98310, 98314]. The group-needs assessment shall take into account the following four (4) factors:
 - a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
 - b. Frequency with which LEP individuals come in contact with the program.
 - c. Local or frequently used resources available to Contractor.This group-needs assessment will serve as the basis for Contractor’s determination of “reasonable steps” and provide documentary evidence of compliance with Cal. Gov. Code §11135 et seq.; 2 CCR §11140, 2 CCR §11200 et seq., and 22 CCR §98300 et seq.
2. Contractor shall prepare and make available a report to the County of the findings of the group-needs assessment that summarizes:



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- a. Methodologies used.
- b. The linguistic and cultural needs of non-English speaking or LEP groups.
- c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR §98310].
- d. Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Contract. [22 CCR §98310, §98313].

3. Provision of Services

- a. Contractor shall take reasonable steps, based upon the group-needs assessment identified in Needs Assessment, defined in Paragraph V(1) above to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Contract. [22 CCR §11162].
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - (1) Interpreters or bilingual providers and provider staff.
 - (2) Contracts with interpreter services.
 - (3) Use of telephone interpreter lines.
 - (4) Sharing of language assistance materials and services with other providers.
 - (5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - (6) Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits (22 CCR §11162).

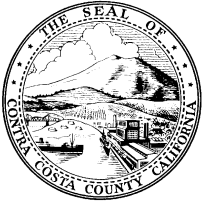
Contractor shall self-certify to compliance with the requirements of Paragraph V(3) and shall maintain the self-certification record on file at Contractor's office at all times during the term of this Contract (22 CCR §98310).



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- d. Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor (22 CCR §98324).
 - e. Noncompliance with Paragraph V(3) may result in suspension or termination of funds and/or termination of this Contract (22 CCR §98370).
4. Compliance Monitoring
- a. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients (22 CCR §98310).
 - b. Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services (22 CCR §98310).
 - c. Contractor shall permit timely access to the County for all records of compliance with this section.
5. Notice to Eligible Beneficiaries of Contracted Services
- a. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed (22 CCR §98325).
 - b. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding County's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135, et seq. (22 CCR §98326).
 - c. Contractor shall notify the County immediately of a complaint alleging discrimination made against them based upon a violation of State or federal law (2 CCR §11162, 22 CCR §98310, §98340).

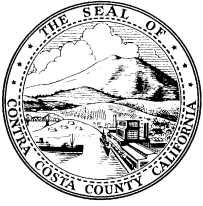


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ATTACHMENTS: The following attachments are incorporated into the Contract by reference,

- 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
- Attachment 5: Property Acquisition Form (CDA 9023)
- Attachment 6: Program Property Inventory Certification (CDA 9024)
- Attachment 7: Request to Dispose of Property CDA 248
- 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



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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 casual 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.

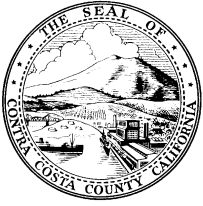
I declare that the foregoing is true and correct.

Authorized Signature

Official Title

Organization Name

Date



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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: _____



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ATTACHMENT 3

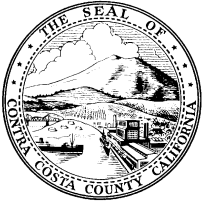
STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 04/2018)



CERTIFICATION

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.



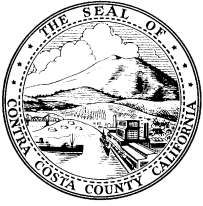
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STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
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 CDA 1024 (REV 04/2018)



CERTIFICATION	
<ul style="list-style-type: none"> • I agree to protect the following types of confidential information which include but are not limited to: <ul style="list-style-type: none"> - Social Security number - Medical information - Claimant and employer information - Driver License information - Information about individuals that relate to their personal life or identifies or describes an individual - Other agencies' confidential and proprietary information - Criteria used for initiating audit selection - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.) - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract • I agree to protect confidential information by: <ul style="list-style-type: none"> - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason - Securing confidential information in approved locations - Never removing confidential information from the work site without authorization 	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.	
Contractor/Vendor Name:	
Contract Number:	
Printed Name of Person Signing:	
Title of Person Signing:	
Authorized Signature:	Date:



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
Aging and Adult Services (AAS) Bureau
Area Agency on Aging (AAA)
Title III-D Disease Prevention and Health Promotion Program**

REQUEST FOR PROPOSAL (RFP) 1195

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 _____



CONTRA COSTA COUNTY
Aging and Adult Services Bureau
Area Agency on Aging

Title III D Health Promotion and Disease Prevention Services

RFP 1195

ATTACHMENT 5



STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
PROPERTY ACQUISITION FORM
 CDA 9023 (NEW 06/2018)

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

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

FOR STATE USE ONLY			
<u>Program Fiscal Section</u> <input type="checkbox"/> Budget Confirmed <input type="checkbox"/> Not Applicable < \$500.00		<u>Business Services Section</u> <input type="checkbox"/> Added to Inventory	
Program Fiscal Team Analyst:	Date:	Business Services Team Analyst:	Date:



CONTRA COSTA COUNTY
Aging and Adult Services Bureau
Area Agency on Aging
Services

RFP 1195
Title III D Health Promotion and Disease

ATTACHMENT 6

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
 PROGRAM PROPERTY INVENTORY CERTIFICATION
 CDA 9024 (NEW 05/2019)



▼	Fiscal Year:	▼	Contract No:	▼	-	▼	-	Date:
---	--------------	---	--------------	---	---	---	---	-------

The Program Property Inventory Certification (CDA 9024) confirms the assets listed on the attached Program Property Inventory spreadsheet provided to the Area Agencies on Aging (AAA) by the California Department of Aging (CDA) is accurate.

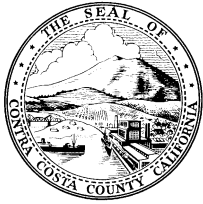
Check the appropriate box and sign at the bottom.

- Upon review of the Program Property Inventory, no discrepancies were found.
- Upon review of the Program Property Inventory, discrepancies were found. See the attached (check box) for documentation correcting the Program Property Inventory:
 - CDA 9023 Property Acquisition Form
 - Copy of completed STD 152 Property Survey Report
 - CDA 248 Request to Dispose of Property

I hereby certify the property listed on the Program Property Inventory spreadsheet are true and accurate to the best of my knowledge.

Signature of Area Agency Director **Date**

FOR STATE USE ONLY	
Business Services Team Analyst:	Date:



CONTRA COSTA COUNTY
Aging and Adult Services Bureau
Area Agency on Aging

RFP 1195
Title III D Health Promotion and Disease Prevention Services

ATTACHMENT 7

STATE OF CALIFORNIA DEPARTMENT OF AGING REQUEST TO DISPOSE OF PROPERTY <small>CSA 118 (Revised 1/11)</small>											CDA USE ONLY STD152 DOCUMENT # DATE RECEIVED:					
CONTRACTOR NAME:			SUBCONTRACTOR NAME (PROVIDER):				CONTRACT NO.		PSA NO.	MSSP NO.	CERTIFICATION FOR COMPUTING MEDIA SANITIZATION <small>***Information assets on computing devices with digital memory and storage capacity MUST be sanitized prior to disposal. Completing this portion of the CSA 118 certifies the removal or destruction of data on computing devices with digital memory and storage capacity.</small>					
CONTRACTOR ADDRESS:			CONTACT NAME:		PHONE NO.		E-MAIL ADDRESS:									
(A) ITEM DESCRIPTION <small>[Include manufacturer name]</small>	(B) ITEM MODEL <small>[Include lot/serial #]</small>	(C) SERIAL NUMBER	(D) PERTINENT YES/NO	(E) DATE PURCHASE [MM/YYYY]	(F) PURCHASE COST	(G) FUND SOURCE <small>a b c</small>			(H) CDA \$ or TAG	(I) PROPERTY [COUNTY]	(J) PRESENT CONDITION	(K) DISPOSITION CODE	(L) SANITIZATION YES/NO	(M) OPERATION PERFORMED <small>CLEAR RECYCLE DESTROY OTHER</small>	(N) VERIFICATION <small>CONDUCTED BY VALIDATED BY</small>	
INDENT TITLE OF PERSON AUTHORIZING DISPOSAL:			GLORIA REYES, CEO				DATE COMPLETED:		02/02/15			CERTIFIED BY (MANAGER/SUPERVISOR):			DATE SANITIZED	
<small>*If item is a computer, check Yes or No to indicate if processor is a Pentium IV or above.</small>																
Disposition Codes: 1. Trade-in (show trade-in price offered) 2. Destroyed (i.e. fire, etc.) 3. Valuable, unable to be recycled (to be legally/ethically disposed of) 4. Lost/Stolen (provide date, explanation, and police report number) 5. To be cannibalized (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: Do not 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/mart 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:							



CONTRA COSTA COUNTY
Aging and Adult Services Bureau
Area Agency on Aging

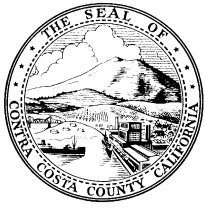
RFP 1195
Title III D Health Promotion and Disease Prevention

ATTACHMENT 8

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



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



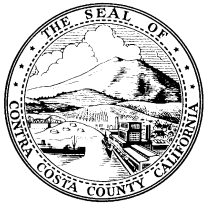
**EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
Aging and Adult Services (AAS) Bureau
Area Agency on Aging (AAA)
Title III-D Disease Prevention and Health Promotion Program**

REQUEST FOR PROPOSAL (RFP) 1195

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



17. Type of Personally Identifiable Information (Check all that apply):		
<input type="checkbox"/> No Personal Information	<input type="checkbox"/> Social Security Number	
<input type="checkbox"/> Health or Medical Information	<input type="checkbox"/> Financial Account Number	
<input type="checkbox"/> Driver's License/State ID Number	<input type="checkbox"/> Name	
<input type="checkbox"/> Other (Specify): _____		
18. Is a Privacy Disclosure Notice Required?		19. Number of Individuals Affected:
<input type="checkbox"/> Yes <input type="checkbox"/> No		_____
SIGNATURES		
20. Agency/Contractor Information Security Officer:	Signature:	Date:
_____	_____	_____
21. Agency/Contractor Privacy Officer:	Signature:	Date:
_____	_____	_____
22. Authorized Signature/Director:	Signature:	Date:
_____	_____	_____
CDA USE ONLY		
CDA Incident Number:	CAL-CSIRS Report Number:	
_____	_____	



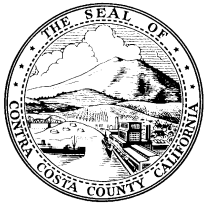
EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
Aging and Adult Services (AAS) Bureau
Area Agency on Aging (AAA)
Title III-D Disease Prevention and Health Promotion Program

REQUEST FOR PROPOSAL (RFP) 1195

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



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



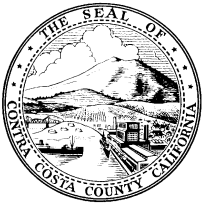
EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
Aging and Adult Services (AAS) Bureau
Area Agency on Aging (AAA)
Title III-D Disease Prevention and Health Promotion Program

REQUEST FOR PROPOSAL (RFP) 1195

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



CORRECTIVE ACTION PLAN		
11. Corrective Action Plans Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
12. Date Corrective Actions will be Fully Implemented: _____		
13. Describe the Costs Associated with Resolving this Incident:		
Incident Response:	\$	
Communications:	\$	
Notices:	\$	
Individual Questions:	\$	
Investigation:	\$	
Lost or Stolen Items:	\$	
Total:	\$	0.00
14. Agency/Contractor Information Security Officer:	Signature:	Date:
15. Agency/Contractor Privacy Officer:	Signature:	Date:
16. Authorized Signature/Director:	Signature:	Date:



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
 Aging and Adult Services (AAS) Bureau
 Area Agency on Aging (AAA)
 Title III-D Disease Prevention and Health Promotion Program**

REQUEST FOR PROPOSAL (RFP) 1195

ATTACHMENT 9

COST REPORT AND SETTLEMENT

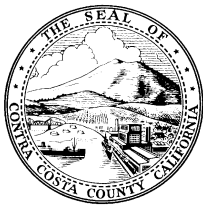
TO: CONTRA COSTA COUNTY
 EMPLOYMENT AND HUMAN SERVICES
 Attn: Leona Hartmann Patterson
 40 DOUGLAS DRIVE
 MARTINEZ, CA 94553

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



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
 Aging and Adult Services (AAS) Bureau
 Area Agency on Aging (AAA)
 Title III-D Disease Prevention and Health Promotion Program**

REQUEST FOR PROPOSAL (RFP) 1195

ATTACHMENT 10

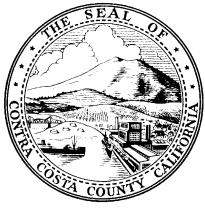
DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: 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): <p align="center"><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> 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: <p align="center"><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> 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 than \$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)



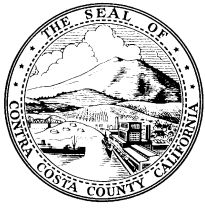
**EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
Aging and Adult Services (AAS) Bureau
Area Agency on Aging (AAA)
Title III-D Disease Prevention and Health Promotion Program**

REQUEST FOR PROPOSAL (RFP) 1195

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



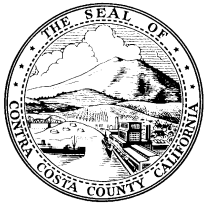
**EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
Aging and Adult Services (AAS) Bureau
Area Agency on Aging (AAA)
Title III-D Disease Prevention and Health Promotion Program**

REQUEST FOR PROPOSAL (RFP) 1195

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.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
Aging and Adult Services (AAS) Bureau
Area Agency on Aging (AAA)
Title III-D Disease Prevention and Health Promotion Program**

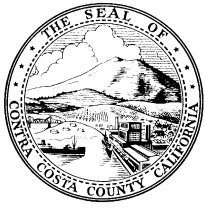
REQUEST FOR PROPOSAL (RFP) 1195

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.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT (EHSD)
Aging and Adult Services (AAS) Bureau
Area Agency on Aging (AAA)
Title III-D Disease Prevention and Health Promotion Program**

REQUEST FOR PROPOSAL (RFP) 1195

***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, and recreational activities for older individuals