

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III Programs

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058); Code of Federal Regulations (45 CFR 1321); Title 22, California Code of Regulations (CCR), Section 7100 et seq.; California Department of Aging (CDA) Program Memoranda and California Retail Food Code (CRFC).
2. **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, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]
3. **Priority Services for Title IIIB** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
4. **Title IIIC-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title IIIC-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
 - a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means tested. [OAA §315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4); 22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

5. **To-Go Meals** means meals that are picked up by individuals age 60+ (or client's agent) or delivered to clients age 60+ who are not comfortable dining in a congregate meal setting.
 - a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck etc., or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc., or one-on-one with program volunteer via telephone) during the meal.
 - b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.
6. **Title IIIC-2 (Home Delivered Nutrition Services)** means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition 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. [22 CCR 7135; 22 CCR 7638.7(c)]
7. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by Area Agency on Aging (AAA) in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
8. **Matching Contributions** mean local cash and/or in-kind contributions by Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
9. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Non-matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
11. **Program Income** means revenue generated by Contractor or subcontractor from contract-supported activities. Program income is:
 - a. Voluntary contributions received from a participant or responsible party as a result of services received.

- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from sale of items fabricated under a contract agreement.
12. **One-Time-Only** include the following:
- a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180). [22 CCR 7314(a)(6)]
 - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the A12AA or CDA. [22 CCR 7314(a)(7)]
 - c. Supplemental Title III and VII program funds allocated by the CDA to A12AA as a result of the federal re-allotment process. [22 CCR 7314(a)(8)]
13. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
14. **Eligible Service Population** for Title IIIB and D means individuals age 60+, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7]
15. **Eligible Service Population** for Title IIIC-1 and C-2 means individuals age 60+, with emphasis on those in greatest economic and social need with particular attention to low income, minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); 22 CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7]
- a. Individuals eligible to receive a meal at a congregate nutrition site are:
 - (i) Any older individual.

- (ii) The spouse of any older individual.
 - (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - (v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); OAA 339(H)]
- b. Individuals eligible to receive a home-delivered meal are individuals who are:
- (i) Frail as defined by 22 CCR 7119, and homebound by reason of illness or disability, or otherwise isolated, shall be given priority in the delivery of services [45 CFR 1321.69(a)].
 - (ii) A spouse of a person described in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
 - (iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
16. **Individual with a disability.** The term 'individual with a disability' means an individual with a disability as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
17. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for American; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA. A12AA performs this function and the providers agree to participate with A12AA.

ARTICLE II. SCOPE OF WORK

A. Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA §306) in accordance with State and Federal laws and regulations. Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, A12AA. A service unit reduction of any kind requires written approval from A12AA. [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from A12AA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and Federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA §306(a)(2) and CCR Section 7312.
4. Meet the requirements under the OAA §301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
5. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA §301(a)(1)(B).
6. Provide a continuum of care for the vulnerable eligible service population as required under OAA §301(a)(1)(C).
7. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA §301(a)(1)(D).
8. Contractor shall enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
9. Monitor, on an ongoing basis, Contractor's use of Federal and State funds through reporting, site visits, regular contact, or other means to provide a reasonable assurance Contractor administers Federal and State awards in compliance with laws, regulations, and the provision of contracts that performance goals are achieved. A12AA must follow up and ensure that Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal program detected through monitoring and on-site review. [CFR 45 75.352] Onsite program

monitoring will be conducted every two years for all programs except Title IIIC-1 and Title IIIC-2 which will be conducted every year. Fiscal monitoring must be conducted every two years for all programs including Title IIIC-1 and Title IIIC-2.

10. Maintain a current Policy and Procedure Manual which includes administrative, program and operational procedures as outlined by this Agreement.
11. Maintain or increase the number of Title IIIC-1 and C-2 meals served if Federal and/or State funds for meal programs increase. This Agreement shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
12. Monitor nutrition programs as required by Title 22 Section 7634.3 (d). AAA Registered Dietician (RD) must inspect on-site annually each food preparation site (central kitchen). However, non-food preparation congregate dining sites must be inspected using a standardized procedure developed by A12AA that assures all sites are seen systematically, but not necessarily every year. Consistent with generally accepted standards for food safety A12AA policies and procedures must guarantee the following:
 - a. Inspect non-food preparation nutrition sites at least every other year.
 - b. Inspect non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspect central kitchens on-site annually. [22 CCR 7634.3(d)]
13. A12AA will provide support and technical assistance to Contractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.
14. Distribute and maintain up-to-date A12AA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
15. Provide program information and assistance to the public.
16. Distribute satisfaction surveys to Title IIIB, IIIC, VIIA and VIIB participants that receive services, at a minimum annually, to gain consumer input.
17. Maintain a program data collection and reporting system as specified in Exhibit E.
18. Maintain a current desk manual for each position outlining daily, weekly, monthly and quarterly tasks employee performs to complete his/her job.

19. Ensure that meal counts associated with Title IIIC-1, C-2 and NSIP are in accordance with 22 CCR 7638.7(a)(1)-(4).
20. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)]. Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
21. Provide a home delivered meal to an eligible individual who is:
 - a. An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation.
 - b. A spouse of a person in 22 CCR 7638(c)(1), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
 - c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
 - d. Priority shall be given to older individuals identified in 22 CCR 7638.7(c)(1).
22. Report a meal only once either as a Title III meal or a Title VI meal.
23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationship recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipient must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as 'marriage,' 'spouse,' 'family,' 'household member' or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health & Human Services (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. 7 – Section 3 of the Defense of Marriage Act]
25. Where feasible, Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or

community centers, designated by A12AA, where onsite senior information and referral and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Points with informational materials about the services, letters or memoranda of agreements and collocation of services. 42 USC 3026(a)(3)(B). Focal points in PSA 12 are Amador County Senior Center, Murphys Senior Center, Calaveras Senior Center, Mariposa Senior Center, Tuolumne County Senior Center.

26. A12AA will review, approve, and monitor Contractor budgets and expenditures and any subsequent amendments and revisions to budgets. Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
27. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
28. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance. (OCNP Menu Guidance)
29. To ensure all data is collected for the unmet need as requested by the US Legislature, Contractor, either as a direct service provider must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.
30. Annually assess each Title IIIC-1 and C-2 client's nutrition risk using the Determine Your Nutritional Health checklist published by the Nutrition Screening Initiative. [OAA §To ensure all data is collected for the unmet need as requested by the US Legislature, Contractor, either as a direct service provider must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.
31. Comply with all provisions in CCR 7630 – 7638.13 Elderly Nutrition Program.

ARTICLE III. SCOPE OF WORK, SPECIFIC GOALS AND OBJECTIVES

- A. Congregate Meals:** Provision of a meal to eligible individuals in a congregate group setting at a nutrition site, senior center or some other congregate setting, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. Refer to 'To-Go' meal definition (Ex. A, Art. I, A, 5)

The following units of service are required for a qualified nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the ACL's Office of Nutrition & Health promotion (ONHP);

If two meals are served, together they must provide a minimum of two thirds percent of the current daily DRI; and,

If three meals are served, together they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal served;

1. **CONTRACTOR** shall make services available to all persons age 60+ and other qualifying individuals under this Agreement with the following exceptions:
 - a. Persons requesting services that extends beyond the scope of the program;
 - b. Persons requesting services who reside outside the program's established geographic service boundaries; and
 - c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
2. **CONTRACTOR** shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.
3. **CONTRACTOR** shall provide Congregate Meal services as described in the program proposal for Congregate Meals for FY XXXXXX.
4. **CONTRACTOR** shall provide a total of XXXXX units of congregate nutrition to a total number of XXX unduplicated persons eligible for service under the Title IIIC-1 award.
5. **CONTRACTOR** shall be reimbursed at a per meal/unit rate.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

6. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for all contracted programs.

7. **CONTRACTOR** shall provide contracted services to primarily XXXXXXXX County residents.

8. All services shall be provided by June 30, 2027.

B. Home-Delivered Meals: Provision of a meal to an eligible individual at the client's place of residence, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. (Refer to 'To-Go' meal definition (Ex. A, Art. I, A, 5))

The following units of service are required for a qualified nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025.

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the ACL's Office of Nutrition & Health promotion (ONHPP);

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together, they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal delivered;

1. CONTRACTOR shall make services available to all persons age 60+, and other qualifying individuals, under this service Agreement with the following exceptions:
 - a. Persons requesting services that extends beyond the scope of the program;
 - b. Persons requesting services who reside outside the program's established geographic service boundaries; and
 - c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.
3. CONTRACTOR shall provide Home-Delivered Meal services as described in the program proposal for Home-Delivered Meals for FY XXXXXX.
4. CONTRACTOR shall provide a total of XXXXX units to a total of XXX unduplicated persons eligible for service under the Title IIIC-2 award.
5. CONTRACTOR shall be reimbursed at a per meal/unit rate.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

6. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for all contracted programs.
7. **CONTRACTOR** shall provide contracted services to XXXX County residents.
8. All services shall be provided by June 30, 2027.

C. **Home-Delivered Meals:** Provision of a meal to an eligible individual at the client's place of residence, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. (Refer to 'To-Go' meal definition (Ex. A, Art. I, A, 5)

The following units of service are required for a qualified nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025.

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the ACL's Office of Nutrition & Health promotion (ONHPP);

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together, they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal delivered;

1. CONTRACTOR shall make services available to all persons age 60+, and other qualifying individuals, under this service Agreement with the following exceptions:
 - a. Persons requesting services that extends beyond the scope of the program;
 - b. Persons requesting services who reside outside the program's established geographic service boundaries; and
 - c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.
3. CONTRACTOR shall provide Home-Delivered Meal services as described in the program proposal for Home-Delivered Meals for FY XXXXXXXX.

4. CONTRACTOR shall provide a total of XXXXX units to a total of XXX unduplicated persons eligible for service under the Title IIIC-2 award.
5. CONTRACTOR shall be reimbursed at a per meal/unit rate.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

6. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for all contracted programs.
7. **CONTRACTOR** shall provide contracted services to XXXXXX County residents.
8. All services shall be provided by June 30, 2027.

- D. **Transportation:** To assist age 60+ individuals to live independently by providing transportation to and from their home to primarily medical appointments and other medical related destinations such as pharmacy, dialysis, physical therapy, laboratory for tests, or other related medical errands.

Provision of a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity.

The fundable activities under this program are Transportation: To take a client from one location (i.e., home, doctor office, pharmacy) to another.

UNIT: One one-way trip.

Transportation services shall be provided to persons who are age 60+ and reside within XXXXX County and PSA 12.

1. **CONTRACTOR** shall make services available to all persons age 60+ under this Agreement with the following exceptions:
 - a. Persons requesting services that extends beyond the scope of the program;
 - b. Persons requesting services who reside outside the program's established geographic service boundaries; and
 - c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
2. **CONTRACTOR** shall insure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.
3. **CONTRACTOR** shall provide Transportation services as described in the program proposal for Transportation services for FY XXXXXXX.

4. **CONTRACTOR** shall provide a total of XXXX units of Transportation service to a total of XX unduplicated persons eligible for service under the Title IIIB award.
5. **CONTRACTOR** shall perform the service of transportation in the County of XXXXX and have the ability to provide occasional transportation for medical appointments to the bordering counties, if the documented need arises.
6. **CONTRACTOR** shall develop out-of-county medical trip procedures when providing the service. Contractor shall include the following:
 - a. "Out of county" trips shall be limited to medical appointments not met by the in-county medical community.
 - b. Provide individual documentation of the need for out of county medical transportation. Documentation must prove that all available options have been exhausted and must include detailed information on the intake form to determine use of transportation funds.
 - c. Provision to ensure "out of county" trips shall not take precedence over "in-county" transportation.
7. **CONTRACTOR** shall be reimbursed at a per trip/unit rate.
8. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for IIIB Transportation program.
9. **CONTRACTOR** shall provide transportation services to XXXX County residents.
10. All services shall be provided by June 30, 2027.