

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR 75.327 procurement for State and local governments, as applicable.
3. Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. Contractor assures that when an existing facility has been altered with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of the Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.
7. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of

- the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. Area 12 Agency on Aging (A12AA) funds will be made available only for the support of activities specified in an approved current Area Plan and current Contractor budget and contract that is in compliance with State and Federal laws and regulations.
 9. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the A12AA or its contractors.
 10. Funds made available under this Agreement shall supplement, and not supplant, any federal, State or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
 11. The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041	Special Programs for the Aging-Title VIIA, Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VIIA, Chapter 3)
93.042	Special Programs for the Aging-Title IIIB/VIIA, Chapter 2- Long Term Care Ombudsman Services for Older Individuals (Title IIIB/VIIA, Chapter 2)
93.043	Special Programs for the Aging-Title III, Part D -- Disease Prevention and Health Promotion Services (Title IIID)
93.044	Special Programs for the Aging-Title III, Part B -- Grants for Supportive Services and Senior Centers (Title IIIB)
93.045	Special Programs for the Aging-Title III, Part C -- Nutrition Services (Title IIIC)
93.052	National Family Caregiver Support-Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

'Cluster of programs' means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other Clusters" are as defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of 'cluster of programs'. When designating an "other cluster," a State shall identify the Federal

awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A 'cluster of programs' shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. [Federal Office of Management and Budget, [45 CFR 75, Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F.1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

Contractor shall provide separate categories for Congregate Meals, Home Delivered Meals, NSIP Congregate, NSIP Home Delivered and each IIIB Program following the contracted services.

12. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements. [OAA § 315(b)]:
 - a. The Contractor for any Title III or Title VII services shall not use means tests.
 - b. Any Title III or Title VIIA client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VIIA services shall be non-coercive. All voluntary contribution language must be approved by A12AA Executive Director before distributing to consumers.
 - d. Each Service Provider will:
 - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
 - (iv) Establish appropriate procedures to safeguard and account for all contributions.
 - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act. [OAA § 315(b)(4)(E)]
13. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by A12AA.

14. Voluntary contribution letters may not resemble a bill or a statement [OAA §315(b)].
15. All voluntary contribution language must be submitted in writing and approved by the A12AA Executive Director before distribution to consumers.
16. Individual client donations shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)]
17. Contractor shall comply with the OAA § 306(a)(17), which requires it to include in its Administration information, how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.
18. Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the type of clients served by Contractor and how OES will address their needs in the community.
19. The Contractor shall furnish annually or whenever a change occurs, the name of its Disaster Coordinator to the A12AA Disaster Coordinator.
20. The Contractor shall assure that its staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, CCR §7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities.
21. Proof of age, citizenship or disability shall not be required as a condition of receiving services.
22. Contractor shall develop a policy and procedure to ensure that Title IIIC-1 and Title IIIC-2 meals are received only by eligible individuals.

23. Contractors of Title IIIC programs shall annually assess all elderly nutrition program clients' nutrition risk using a valid nutrition screening tool. [OAA §339(2)(J)] [OAA §207(a)(3)][CCR 7636.1(b)(7)].
24. Materials published or transferred by Contractor and financed with funds under this Agreement shall: (a) state "the materials or product were a result of a project funded by a contract with the "Area 12 Agency on Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "the conclusions and opinions expressed may not be those of the Area 12 Agency on Aging or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE II. REPORTING PROVISIONS

- A. Contractor shall submit program performance reports for Title IIIB, Title III C-1, Title III C-2, and Title VIIB Elder Abuse Prevention Programs, in accordance with A12AA and California Department of Aging (CDA) requirements [W&I Code 9102 (a)(5)], to the A12AA Data Team.
- B. Contractor shall assure that all subcontractors submit complete and accurate data.
- C. Contractor shall have written procedures in a desk manual to assure that all performance data submitted is timely, complete, accurate and verifiable using the A12AA approved reporting procedures.
 1. Details regarding the collection and reporting of program data,
 2. Details regarding ensuring accuracy of data from intake/assessment process through reporting to A12AA,
 3. Details regarding verification of data prior to submission to A12AA, and
 4. Details for correction procedures.
- D. Reporting Requirements specific to Title IIIB, Title IIIC-1, Title IIIC-2, and Title VII services.
 1. Contractor shall submit program data electronically only for those A12AA funded programs using the data collection software, WellSky (SAMS).
 2. Monthly service unit data reports will be completed and verified for accuracy no later than the fifth working day of the month following the month being reported.
 3. Contractor shall provide all missing information, corrections for errors and

verification of accuracy for all monthly and annual data in accordance with CDA requirements per A12AA Data Team as requested by A12AA.

- E. The Contractor shall have written reporting procedures in a desk manual specific to each program which include:
1. Collection and reporting of program data for the Contractor or subcontractor,
 2. Ensuring accuracy of all data from the Contractor or subcontractor,
 3. Verification of Contractor or subcontractor data prior to submission to A12AA Data Team,
 4. Correction procedures for Contractor and subcontractor.
- F. The Contractor shall provide quarterly data about their Title IIIC-2 Wait List, using a template provided by CDA, via email to CDANutritionandHealthPromotion@aging.ca.gov. The categories may include, but are not limited to the following:
- Number of unduplicated clients on the Wait List
 - Number of unduplicated clients removed from the Wait List
 - Number of new unduplicated clients added to the Wait List
- G. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. APPEAL PROCESS

- A. Contractor may appeal an adverse determination as defined in Title 22 CCR, §7702 using the appeal process established by the A12AA in Title 22 CCR, §7700 through 7710. Such appeal shall be filed within thirty (30) days of the A12AA's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, §7700 through 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code §9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. Contractor shall submit a transition plan to A12AA for submission to the CDA within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) of a program funded either by Title III or Title VII. The transition plan must be approved by the CDA and shall at a minimum include the following:
1. Description of how clients will be notified about the change in their service provider.
 2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the contract. [Title 22, 7206(e)(4)]
 8. A full inventory and plan to dispose or, transfer, or return to the A12AA 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.
- B. Contractor shall implement the transition plan as approved by the State. A12AA and the CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by paragraphs A and B of Exhibit D, Article XII of this Agreement, the Contractor will implement a transition plan submitted by CDA to A12AA following the Notice of Termination.