

AGREEMENT NUMBER

SP-1415-32

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

COUNTY OF MONTEREY

2. The term of this Agreement is: July 1, 2014 Through June 30, 2015
3. The maximum amount of this Agreement is: **\$ 59,322.00**
Fifty-nine thousand three hundred twenty-two and 00/100 dollars
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	9 pages
Exhibit B – Budget Detail, Payment Provisions, and Closeout	8 pages
Exhibit C* – General Terms and Conditions	GTC 610

Check mark one item below as Exhibit D:

- | | |
|--|----------|
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 32 pages |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |

Exhibit E -

3 pages

Project Synopsis (view at)-http://www.aging.ca.gov/Programs/SNAP-Ed/Synopses/Docs/PSA_32_Project_Synopsis_.docx

Work Plan (view at)- http://www.aging.ca.gov/Programs/SNAP-Ed/WorkPlans/Docs/PSA_32_Monterey_Work_Plan.docx

Attachment A -Budget _____pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF MONTEREY

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1000 South Main Street Suite 301 Salinas CA 93901-2356

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Dyanne Macias, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General
Services Use Only

☐ Exempt per: None

Approved as to form  Martin Garcia 9-8-14

Exhibit A – Scope of Work

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. SP-1415-32 in accordance with this Agreement.
2. The services shall be performed in Planning and Service Area 32.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: COUNTY OF MONTEREY
Name: June Ditgen	Name: Sam Trevino
Phone (916) 419-7556	Phone: (831) 755-4400
Fax: (916) 928-2510	Fax: (831) 755-8477

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: COUNTY OF MONTEREY
Section/Unit: Business Services and Contracts	Section/Unit:
Attention: Don Fingado	Attention: Sam Trevino
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 1000 South Main Street Suite 301 Salinas CA 93901-2356
Phone: (916) 419-7157	Phone: (831) 755-4447
Fax: (916) 928-2500	Fax: (831) 755-8477
Email: don.fingado@aging.ca.gov	Email: trevinos@co.monterey.ca.us

Scope of Work – Exhibit A
Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant - State Fiscal
Year 2014-15

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO SNAP-Ed NUTRITION EDUCATION and OBESITY PREVENTION

1. "Activity" means actual work performed by program personnel to implement objectives.
2. "Behavior" indicates action rather than knowledge or attitudes.
3. "Behaviorally Focused Nutrition Messages" means those that are related to: (a) healthy food choices, for example, eating lower fat foods instead of foods high in saturated fat, increasing fruit intake by adding one fruit each day, and switching to whole grain breads instead of refined breads; (b) other nutritional issues, for example physical activity; (c) the environmental impact of dietary practices, including safe food handling, promoting community physical activity groups; (d) food shopping practices that increase purchasing power and the availability of food including using store coupons, joining clubs for added discounts, and purchasing in bulk; and (e) food security such as applying for nutrition assistance programs (i.e., SNAP [known as CalFresh in California], Women, Infants, and Children (WIC), Food Distribution Programs, etc.).
4. "Census Tracts" are small, relatively permanent geographic entities within counties (or the statistical equivalent of counties) delineated by a committee of local data users. Generally, census tracts have between 2,500 and 8,000 residents and boundaries that follow visible features. Census tract data may be used in targeting audiences for delivery of SNAP-Ed.
5. "County Nutrition Action Plan (CNAP)" means the local County Nutrition Action Plan. The CNAP is an integral part of the SNAP-Ed planning process where all partners come together to identify eligible sites for SNAP-Ed delivery and what SNAP-Ed funded entity should serve those sites.
6. "Education and Administrative Reporting System (EARS)" means the annual data and information collection process completed by SNAP State agencies. It collects uniform data and information on nutrition education activities funded by SNAP during the prior fiscal year.
7. "Effectiveness" means the extent to which pre-established objectives are attained as a result of program activity, as indicated by established performance measures.

Scope of Work – Exhibit A

Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant - State Fiscal Year 2014-15

ARTICLE I. DEFINITIONS (Continued)

8. "Evaluation process" means the method to collect, analyze, and use program information to identify program effectiveness. There are four key evaluation types:
 - "Formative" can involve pre-testing of draft materials to answer questions about if materials are understandable, relevant, credible, and acceptable to the target audience
 - "Process" can involve such measures as tracking the number of materials distributed, the number of clients reached, and the effectiveness of alternate methods for delivering services and/or barriers to implementing the intervention
 - "Outcome" demonstrates changes that occur in the presence of an intervention but does not establish cause and effect conclusions
 - "Impact" indicates how effective the intervention was in changing the target populations' attitudes, awareness and/or behavior
9. "Evidence-Based Approach" means a nutrition education and obesity prevention approach that integrates the best research evidence with the best available practice-based evidence.
 - a. The best research evidence refers to relevant rigorous nutrition and public health nutrition research including systematically reviewed scientific evidence
 - b. Practice-based evidence refers to case studies, pilot studies, and evidence from the field of nutrition education interventions that demonstrate obesity prevention potential
 - c. Evidence may be related to obesity prevention target areas, intervention strategies, and/or specific interventions. The target areas are identified in the current *Dietary Guidelines for Americans*. Intervention strategies are broad approaches to intervening in specific target areas. Interventions are a specific set of evidence-based, behaviorally focused activities and/or actions to promote healthy eating and active lifestyles
 - d. Evidence based allowable uses of funds for SNAP-Ed include conducting and evaluating intervention programs, and implementing

Scope of Work – Exhibit A
Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant - State Fiscal
Year 2014-15

ARTICLE I. DEFINITIONS (Continued)

and measuring policy, systems, and environmental changes in accordance with SNAP-Ed Guidance

10. "Federal Fiscal Year (FFY)" means the period of time that begins October 1 of one year through September 30 of the following year.
11. "Low-Income Persons" means older adults age 60 and older participating in or applying for SNAP, as well as people with low financial resources defined as gross household incomes at or below 185 percent of the Federal Poverty Level (FPL). Other data sources to identify low-income populations are:
 - a. Census data identifying areas where low-income persons reside
 - b. Participation in other means-tested Federal assistance programs where individuals have a gross family income below 185 percent of FPL.
12. "Needs Assessment" is the process of identifying and describing the extent and type of health and nutrition problems and needs of low-income older adults in the community
13. "Older Adult" means a person age 60 or older.
14. "Participant" means an individual age 60 or older participating in a SNAP-Ed activity at an eligible SNAP-Ed site.
15. "Poverty Guidelines" means the administrative version of the Federal Poverty Measure and are issued annually by the Department of Health and Human Services in the Federal Register. Also known as the FPL, these guidelines are often used to set eligibility for certain programs. (<http://aspe.hhs.gov/poverty/index.shtml>)
16. "Project" means a discrete unit of nutrition education or obesity prevention intervention at the local level, which is distinguished by a specifically identified low-income target population.
17. "Project Synopsis" means the plan Area Agencies on Aging (AAA) will implement to deliver SNAP-Ed program services. The Project Synopsis should clearly describe goals, priorities and resources including staff and budget, and evaluation methods. The Project Synopsis for FFY14 covers the period from July 1, 2014 through September 30, 2014, and can be viewed at the link on the STD 213.

Scope of Work – Exhibit A

Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant - State Fiscal Year 2014-15

ARTICLE I. DEFINITIONS (Continued)

18. "SNAP-Ed Nutrition Education and Obesity Prevention Services (SNAP-Ed)" are any combination of educational strategies, accompanied by environmental supports, designed to facilitate voluntary adoption of food and physical activity choices and other nutrition-related behaviors conducive to the health and well-being of SNAP participants and low-income individuals eligible to participate in SNAP and other means-tested Federal assistance programs. For the purposes of this contract, nutrition education and obesity prevention services are delivered through Older Americans Act (OAA) Nutrition sites.
19. "SNAP-Ed Eligible Population" means CalFresh recipients age 60 and older (at or below 130 percent FPL) and SNAP-Ed eligibles (at or below 185 percent FPL) age 60 or older.
20. "SNAP-Ed Title IIIC Congregate Meal Site" means a Title IIIC (OAA) Congregate Nutrition site that is eligible to receive SNAP-Ed services.
21. "State Fiscal Year (SFY)" means the period of time that begins July 1 of one year through June 30 of the following year.
22. "Unduplicated Count" means the number of individual participants who receive any SNAP-Ed direct education. Each individual counts as one participant, regardless of the number of times he or she has participated in direct education activities.
23. "United States Department of Agriculture, Food and Nutrition Service (USDA-FNS)" is an agency of USDA's Food, Nutrition, and Consumer Services. USDA-FNS works to end hunger and obesity through the administration of 15 Federal nutrition assistance programs including SNAP.
24. "Work Plan" means the SNAP-Ed annual plan developed with an integrated approach by all SNAP-Ed funded implementing agencies in their local jurisdiction. The Work Plan identifies each Local Implementing Agency's (LIA) goals, objectives, key messages, educational materials, description of target populations, intervention plans, community needs, target messaging, and intervention strategies to improve the health of the SNAP-Ed eligible population. The Work Plan covers the period from October 1, 2014 through September 30, 2015. The California Department of Aging (CDA) approved Work Plan and can be viewed at the link on the STD 213.

Scope of Work – Exhibit A
Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant - State Fiscal
Year 2014-15

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Administer SNAP-Ed Nutrition Education and Obesity Prevention Programs (SNAP-Ed) in accordance with policies/procedures outlined in this agreement and in the Federal SNAP-Ed Plan Guidance for FFY14 and FFY15 (<http://snap.nal.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates>)
2. Implement a SNAP-Ed nutrition education obesity prevention program targeting the SNAP-Ed eligible population
3. Identify a primary contact for the contract who is required to stay informed of any policy/procedural changes
4. Establish SNAP-Ed programs in accordance with USDA Guidelines at the local level
5. Ensure SNAP-Ed Title IIIC Congregate Meal Sites meet at least one of the following Title IIIC SNAP-Ed site eligibility Guidance Standards

The congregate nutrition site:

- a. Is located in a census tract where at least 50 percent of the population has gross incomes at or below 185 percent of the FPL
 - b. Uses Title IIIC participant intake forms to determine that at least 50 percent of participants have gross incomes at or below 100 percent of the FPL
 - c. Identifies that at least 50 percent of participants have gross incomes at or below 185 percent of the FPL
6. Ensure Title IIIC SNAP-Ed site eligibility will be evaluated annually and the eligibility documentation records will be kept on file at the contracting agency
 7. Ensure CDA SNAP-Ed funds are used solely for approved CDA older adult SNAP-Ed activities
 8. Provide direct and indirect nutrition education and obesity prevention activities based on CDA approved evidence-based nutrition education

Scope of Work – Exhibit A

Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant - State Fiscal Year 2014-15

ARTICLE II. SCOPE OF WORK (Continued)

and obesity prevention programs. SNAP-Ed activities must align with specific key messaging that aligns with the Dietary Guidelines for Americans as follows:

- a. Make half of the plate fruits and vegetables, at least half the grains whole grains, and switch to fat-free or low-fat milk and milk products
 - b. Increase your physical activity and reduce the time spent in sedentary behaviors as part of a healthy lifestyle
 - c. Maintain an appropriate calorie balance
9. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the SNAP-Ed Project Synopsis and Work Plan which are incorporated by reference, and all pertinent State and federal laws and regulations including data reporting requirements
10. Participate in County Nutrition Action Plan (CNAP) meetings
11. Establish that there is a need for SNAP-Ed activities. SNAP-Ed activities shall not supplant existing programs. The OAA nutrition site location where SNAP-Ed activities are provided must meet the USDA delivery requirements for delivery of SNAP-Ed services. SNAP-Ed targeting plans must be updated as needed and approved by CDA prior to delivery
12. Collect and submit data in accordance with Federal SNAP-Ed Plan Guidance for FFY14 and FFY15. AAAs are responsible for:
 - a. Compiling and submitting accurate contract data to CDA
 - b. Reviewing and monitoring the collection of contract data to ensure it is accurately reported
 - c. Attending and participating in required SNAP-Ed contract data collection training

Scope of Work – Exhibit A
Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant - State Fiscal
Year 2014-15

ARTICLE II. SCOPE OF WORK (Continued)

13. Program Evaluation – Ensure that each SNAP-Ed intervention is evaluated for effectiveness using any of the following methods; formative, impact, outcome, and process evaluation techniques
 - a. The definitions for the different evaluation types can be found at: www.fns.usda.gov/ora/menu/Published/NutritionEducation/Files/EvaluationPrinciples.pdf
 - b. Contractors providing direct education must conduct pre and post intervention evaluations. The evaluation shall include, at a minimum, questions from standardized evaluation tools for physical activity (Rapid Assessment of Physical Activity) and dietary behaviors (Food Behavior Checklist (FBC) or Fruit and Vegetable Checklist (FVC), as applicable

Examples of standardized evaluations may be found on the:

- California Department of Public Health website Compendium of Surveys at <http://www.cdph.ca.gov/programs/cpns/Pages/CompendiumofSurveysRevisedApril2014.aspx> and
 - Townsend Lab website Evaluation Research & Tools at <http://townsendlab.ucdavis.edu/FBClinks.swf>
14. Maintain a program data collection and reporting system as specified in Exhibit E
 15. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data
 16. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each SFY
 17. Ensure that time-studies/time reporting are conducted for all SNAP-Ed funded individuals as instructed below:
 - a. SNAP-Ed funded individuals that are less than 1.0 full-time equivalent (FTE) and dedicate their time to programs outside of SNAP-Ed are required to complete a bi-weekly certification of time dedicated to the SNAP-Ed program

Scope of Work – Exhibit A

Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant - State Fiscal Year 2014-15

ARTICLE II. SCOPE OF WORK (Continued)

- b. SNAP-Ed funded individuals are required to complete a semi-annual certification of time dedicated to the SNAP-Ed program

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Supplemental Nutrition Assistance Program Nutrition Education and Obesity
Prevention – Fiscal Year 2014-15

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage -
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) -
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [CCR, Title 2 Section 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: ~~out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.~~

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
Supplemental Nutrition Assistance Program Nutrition Education and Obesity
Prevention – Fiscal Year 2014-15**

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

- a. Financial Reporting
- b. Accounting Records
- c. Internal Control
- d. Budgetary Control
- e. Allowable Costs
- f. Source Documentation
- g. Cash Management

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Supplemental Nutrition Assistance Program Nutrition Education and Obesity
Prevention – Fiscal Year 2014-15

ARTICLE I. FUNDS (Continued)

the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized SNAP-Ed Budget. No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - Terminate the Contract pursuant to Exhibit D, Article XII, A
 - Offer a contract amendment to the Contractor to reflect the reduced funding for this contract
- b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that:
 1. The State reserves the right to determine which contracts, if any, under this program shall be reduced
 2. Some contracts may be reduced by a greater amount than others

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Supplemental Nutrition Assistance Program Nutrition Education and Obesity
Prevention – Fiscal Year 2014-15

ARTICLE I. FUNDS (Continued)

3. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. The Contractor may keep interest amounts earned on advances of federal funds up to \$500 per year for Local Government Agencies and non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [2 CFR Part 200.305(8)(ii)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
3. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply. [2 CFR 200.305(8)]
 - a. The non-Federal entity receives less than \$120,000 in Federal awards per year [2 CFR Part 200.305(8)(i)]
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances [2 CFR Part 200.305(8)(ii)]
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources [2 CFR Part 200.305(8)(iii)]

F. Matching Contributions and Program Income

SNAP-Ed program funds require no State or local contribution. Match and program income are not required for SNAP-Ed

G. Indirect Cost

Indirect Costs are those costs incurred for a common or joint purpose to benefit more than one cost category and not readily assigned to one cost category.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Supplemental Nutrition Assistance Program Nutrition Education and Obesity
Prevention – Fiscal Year 2014-15

ARTICLE III. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved SNAP-Ed Budget which is enclosed herein as Attachment A and shall not be entitled to payment for these expenses until the SNAP-Ed Budget is reviewed and approved by the Department. SNAP-Ed funds will be made available only for the support of activities specified in an approved and current SNAP-Ed Project Synopsis and Work Plan that is in compliance with State and federal laws and regulations.
- B. The Contractor shall submit electronically the SNAP-Ed Budget and Budget revisions as instructed by the Department.
- C. 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 SNAP-Ed services.
- D. Administrative costs are limited to 10 percent of the federal allocation and should be reported as administration in the SNAP-Ed Budget, or as directed by CDA. Administrative Costs are the financial costs characterized by the following types of activities:
 - 1. Dollar value of salaries and benefits associated with staff time dedicated towards the administration of SNAP-Ed
 - 2. Cost of training for performing administrative functions like record keeping and accounting, etc.
 - 3. Cost of reporting SNAP-Ed activities
 - 4. Operating costs
 - 5. Indirect costs for those administrative staff not covered above
 - 6. Other overhead charges associated with administrative expenses (i.e., space, human resource services, etc.)
- E. Allowable Cost are costs that are reimbursable from Federal program funds because they support SNAP-Ed and conform to Government-wide and SNAP specific guidelines.
- F. The original FY 2014-15 Budget form is due to the SNAP-Ed Fiscal email box at SNAP-Ed.Fiscal@aging.ca.gov, as instructed by the Department.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Supplemental Nutrition Assistance Program Nutrition Education and Obesity
Prevention – Fiscal Year 2014-15

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

- G. The Contractor shall submit electronically a budget revision 30 calendar days after receiving an amended SNAP-Ed Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- H. The Contractor shall ensure that the subcontractor shall submit electronically a budget, which shall be incorporated by reference into the subcontract and will have, at a minimum, the categories as listed in the SNAP-Ed Budget.
- I. In the event that programs are changed from DIRECT to CONTRACTED or CONTRACTED to DIRECT, the Contractor shall submit electronically a revised budget to the Department, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article XV.
- J. The final date to electronically submit budget revisions is March 1 of the contract period unless otherwise specified by the Department. The Department will not accept any budget revision after the contract period has expired.

ARTICLE IV. PAYMENTS

The Contractor shall prepare a Report of Expenditure and Request for Funds (RFF) SNAP-Ed.Fiscal@aging.ca.gov in electronic format, using the calendar provided, unless otherwise specified by the Department.

SNAP-Ed Fiscal Reporting Due Dates												
RFF Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
RFF Due Date	12/30	1/30	2/28	3/30	4/30	5/30	6/30	7/30	8/30	9/30	10/30	11/30
Expenditure Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Expenditure Report Due Date	2/28	3/30	4/30	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30

The table is a standard RFF and expenditure reporting schedule. If the effective date of this contract is not July 1, the Contractor's RFF and expenditure reporting will commence with the first month of the term of this contract period and end with the month preceding the last full month of the contract June 30th.

- A. During the contract period, the Department will pay AAAs on a reimbursement basis. Those AAAs that demonstrated a need based on a cash flow analysis may request an advance for payments.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Supplemental Nutrition Assistance Program Nutrition Education and Obesity
Prevention – Fiscal Year 2014-15

ARTICLE IV. PAYMENTS (Continued)

- B. Upon execution of this agreement, the Department will make monthly payments of SNAP-Ed funding to the Contractor.
- C. The Contractor must submit timely expenditure reports to ensure payments are issued on time. Late expenditure reports may lead to a delay in payment until the following month.
- D. The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the Department determines that the financial management standards are met.

ARTICLE IV. CLOSEOUT

- A. All contractors must submit a Closeout Report to the Department 30 days following the end of the contract period unless otherwise notified by the Department.
- B. All contractors must submit the Report of Property Purchased with Agreement Funds (CDA 32) with the closeout report.
- C. Closeout documents must be sent to SNAP-Ed.Fiscal@aging.ca.gov.

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Supplemental Nutrition Assistance Program-Education (SNAP-Ed)
Budget Display**

**State Fiscal Year 2014-15
July 1, 2014 - June 30, 2015**

County of Monterey

	Project	Baseline
SNAP-Ed Reimbursement Funds (July 1, 2014-September 30, 2014)		
Program	SPFL14-14	13,348
Administration	SPAL14-14	1,483
3 MONTHS TOTAL		14,831
SNAP-Ed Reimbursement Funds (October 1, 2014-June 30, 2015)		
Program	SPFL15-14	40,042
Administration	SPAL15-14	4,449
9 MONTHS TOTAL		44,491
GRAND TOTAL (12 MONTHS)		59,322

Funds for this contract are provided by using the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS) Food and Nutritional Act (FNA) grant:

CFDA Number: 10.561

CFDA Program Title: State Administrative Matching Grants for the Supplemental Nutrition Assistance Program

Special Terms and Conditions - Exhibit D
Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant – State Fiscal
Year 2014-15

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. Definitions

1. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
3. "Contractor" means the Area Agency on Aging awarded funds under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.
7. "Data Universal Numbering System (DUNS) number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

B. Resolution of Language Conflicts

The terms and conditions of this federal Award and other requirements have the following order of precedence if there is any conflict in what they require:

1. Nutrition Act of 2008
2. Healthy-Hunger Free Kids Act of 2010
3. Applicable Federal statutes and their implementing regulations

Special Terms and Conditions - Exhibit D

Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant – State Fiscal Year 2014-15

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

4. Title 22 CCR § 7000 et. seq.
5. Standard Agreement (Std. 213), all Exhibits, the Budget - Attachment A, and any amendments thereto
6. The Project Synopsis and Work Plan, and any other documents incorporated herein by reference
7. Supplemental Nutrition Assistance Program Education Guidance Nutrition Education and Obesity Prevention Program
8. Program memos and other guidance issued by the Department

ARTICLE II. ASSURANCES

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

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and 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 Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

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

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC Section 2000d] [45 CFR Part 80], which prohibits

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Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant – State Fiscal
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ARTICLE II. ASSURANCES (Continued)

recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability [22 CCR 98323] [Chapter 182, Stats. 2006]

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

4. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does

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ARTICLE II. ASSURANCES (Continued)

not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the State shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair

Funds from this Agreement are not allowed to be used for facility construction or repair.

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended [42 USC 1857]
2. Clean Water Act, as amended [33 USC 1368]
3. Federal Water Pollution Control Act, as amended [33 USC 1251, et seq.]
4. Environmental Protection Agency Regulations [40 CFR, Part 15]
[Executive Order 11738]

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ARTICLE II. ASSURANCES (Continued)

5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

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

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ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders, must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement.
2. The contractor must have complied with the federal requirement to keep DUNS number and related updates on the website at <http://fedgov.dnb.com/webform>.
3. The contractor shall review all DUNS information annually to ensure it is up to date.
4. If CDA cannot access the Contractor's DUNS information related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System due to errors in the Contractor's data entry for their DUNS number, the Contractor must immediately update the information as required.

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ARTICLE II. ASSURANCES (Continued)

N. Corporate Status

1. The Contractor shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, 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 instruction

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Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant – State Fiscal Year 2014-15

ARTICLE II. ASSURANCES (Continued)

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352
6. 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

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS

- A. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program, including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.

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Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant – State Fiscal
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ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS (Continued)

- C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- F. The Contractor shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Contractor shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the 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 Agreement 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 Agreement.
- H. The Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.
- I. Additional Subcontract Requirements
 - 1. Agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract. These overhead limitations may be waived when contracts are with the Federal government and cost recovery requirements result in higher published rates. The overhead may not exceed the published rates.
 - 2. Services to be provided by the Contractor are to be performed primarily with the staff of the public entity. (PCC § 10340.)

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ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS (Continued)

3. If the total of all subcontracts (excluding those listed in (a.) below) exceeds \$50,000 or 25% of the total contract, whichever is less, then minimal higher levels of subcontracting might be permissible if the subcontract is justified and:
 - a. The subcontractor is a state or local government entity (including JPA), foundation organized to support the Board of Governors of the California Community Colleges, an auxiliary organization of the CSU, or a California community college, an auxiliary organization of the Student Aid Commission established under Education Code § 69522 or
 - b. Prior written approval from DGS/OLS has been received; or
 - c. Certification by the government entity that the subcontractor has been selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders.
- J. Contracts must be procured through competitive bid procedures governed by State procurement regulations
[http://www.documents.dgs.ca.gov/ols/SCM%202014/SCM Jan 2014 Complete.pdf](http://www.documents.dgs.ca.gov/ols/SCM%202014/SCM_Jan_2014_Complete.pdf). [SNAP-Ed Guidance, Section E]
- K. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- L. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- M. The Contractor shall refer to the guidance in [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the Procurement requirements in the applicable OMB guidance and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Contractor purchased services or property respectively.

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Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Grant – State Fiscal
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ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- 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 State and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

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ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- B. Property meeting all of the following criteria are subject to the reporting requirements:
 - 1. Has a normal useful life of at least 1 year
 - 2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
 - 3. Is used to conduct business under this Agreement
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, 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.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- E. The Contractor shall keep track of property purchased with funds from this agreement, and submit to the Department annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The

Special Terms and Conditions - Exhibit D
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ARTICLE VII. PROPERTY (Continued)

Contractor shall use the electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

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

1. Date acquired
2. Item description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)
5. Purchase Cost or other basis of valuation
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi- function printers, and laptops.

- G.** The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

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ARTICLE VII. PROPERTY (Continued)

- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. Another Department program providing the same or similar service
 - 2. Another Department-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

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ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State agency, the California State Auditor, 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 or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department.
- E. The Contractor and CDA shall review, approve, and monitor subcontractor SNAP-Ed budgets, expenditures, and any subsequent amendments and revisions to all budgets. Furthermore, monitor, on an ongoing basis, the subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133]

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ARTICLE X. AUDITS

- A. The Contractor will arrange for an audit to be performed in accordance with requirements of the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and Office of Management and Budget 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133]. A copy shall be submitted to the:

California Department of Aging
Attn: Audit Branch
1300 National Drive, Suite 200
Sacramento, California 95834

The copy shall 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, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

- B. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for CDA review.
- C. The Contractor shall have the responsibility of resolving its contract with the subcontractor to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that a subcontractor expending \$750,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133] as summarized in D
2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action
3. Reconciling expenditures reported to CDA to the amounts identified in the single audit or other type of audit if the subcontractor is not subject to the single audit requirements. For a subcontractor not required to have a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., expense verification reviews/monitoring assessments)

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ARTICLE X. AUDITS (Continued)

4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements [29 CFR 97.20] [29 CFR 95.21] which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation.
 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- D. The contractor shall ensure that subcontractor single audit reports meet 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133] requirements:
1. Performed 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 using procurement standards provided for in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133] and provide maximum opportunities to small and minority audit firms
 3. Performed in accordance with Generally Accepted Government Auditing Standards and shall be performed by an independent auditor and be organization-wide
 4. All inclusive which includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major program; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs
 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]

Special Terms and Conditions - Exhibit D

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ARTICLE X. AUDITS (Continued)

- E. Requirements identified in D shall be included in contracts/agreements with the subcontractor. Further, the subcontractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.
- F. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense verification review of the subcontractor in making the determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- G. A reasonable proportionate share of the cost for an audit required by, and performed in accordance with, the Single Audit Act Amendment of 1996 is allowable. However, the Contractor may not charge to Federal Award the cost of auditing a non-federal entity which has expended less than \$750,000 during the non-federal entity's fiscal year. [2 CFR Part 200.501(a)] The Contractor may charge to the Federal Award the cost of conducting a limited scope audit to monitor its subcontractor in order to address compliance requirements if the subcontractor is not required to obtain a single audit. [2 CFR Part 200.501(d)] These costs must be charged as an Administrative expense of the Contractor.
- H. The Contractor shall cooperate with and participate in any further audits which may be required by the State.
- I. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following program(s) is the U.S. Department of Agriculture, Food and Nutrition Service.

CFDA 10.561

State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.
- J. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for Department review.

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ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the Department in cases of higher than usual risks
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement
 3. If applicable, or unless otherwise amended by future regulation, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - \$750,000 if seating capacity is under 8
 - \$1,500,000 if seating capacity is 8 – 15
 - \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management.
- D. The Contractor shall notify the State within 5 business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the

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ARTICLE XI. INSURANCE (Continued)

State of California under this Agreement." Professional liability coverage is exempt from this requirement

2. The Department shall be named as the certificate holder and the address must be listed on the certificate
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly 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, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- H. A copy of each appropriate Certificate of Insurance referencing this Agreement number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

ARTICLE XII. TERMINATION

A. Termination Without Cause

The Department may terminate performance of work under this Agreement, in whole or in part, without cause, if the Department determines that a termination is in the State's best interest. The Department may terminate the Agreement upon

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ARTICLE XII. TERMINATION (Continued)

90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

The Department may terminate, in whole or in part, for cause the performance of work under this Agreement. The Department may terminate the Agreement 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 Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include but are not limited to the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately
2. A violation of the law or failure to comply with any condition of this Agreement
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
4. Failure to comply with reporting requirements
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor

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ARTICLE XII. TERMINATION (Continued)

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
9. The commission of an act of bankruptcy
10. Finding of debarment or suspension
11. The Contractor's organizational structure has materially changed
12. The Department determines that a Contractor may be considered a "high risk" agency as described in [45 CFR 92.12] local government and [45 CFR 74.14] for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by the Department, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination
2. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract
3. Terminate all subcontracts to the extent they relate to the work terminated
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause)

D. Effective Date

Termination of this Agreement, shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is 30 days and Termination without Cause is 90 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the Department, the reason for such action and, any conditions of the termination, including the

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ARTICLE XII. TERMINATION (Continued)

date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Department and the procedure for doing so.

E. Voluntary Termination of Area Plan Agreement

Pursuant to Title 22, Section 7210 the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the Department or upon 30 days written notice to the Department.

In case of voluntary termination, the Contractor shall allow the Department up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

- F.** In the event of a termination, the Department will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required by the State amendment process. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B.** The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.
- C.** If a contract submitted to DGS for approval does not identify subcontracts, but the contract subsequently involves subcontracts, then, if the total subcontracted

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ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS (Continued)

amount exceeds \$25,000, the contract shall be amended to identify the subcontracts (name, staffing, portions of the work to be performed, and budget detail) and the amendment shall be submitted to DGS for approval.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Article VII. B shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in the State Administrative Manual, Section 5300-5365.3, GC Section 11019.9, Department of General Services (DGS) Management Memo 06 12, Department of Finance (DOF) Budget Letter (06-34), and Program Memorandum 07-18 Protection of Information Assets.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the State programs and services
- Information stored in any media form, paper or electronic

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "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.

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
3. All employees and volunteers who handle personal, sensitive, or confidential information relating to CDA's programs must participate in Security Awareness Training.

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. 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.

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.
2. 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.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

J. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.
3. If the material is copyrighted with the consent of the Department, 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.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the

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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

Department. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is received by the Department. The Department 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.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to the provisions of Article XIX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of 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 California Department of Aging and that the publication may not be based upon or inclusive of all raw data."
5. FNS reserves a royalty-free, non-exclusive right to reproduce, publish, use, or authorize others to use photographs, videos, recordings, computer programs and related source codes, literature, or other products procured, in whole or in part, with SNAP funds for Government purposes. [SNAP-Ed Guidance, Appendix G]
6. Ensure materials developed or reprinted with SNAP-Ed funds include a non-discrimination statement in accordance with the current year's SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix G]

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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

7. Ensure all materials, whether newly developed or reprinted, follow SNAP-Ed requirements in accordance with the current year's SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix G]

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES [GC 11135-11139.5]
[Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340-98370]

A. Needs Assessment

1. The 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. [Title 22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four factors:

- a. Number or proportion of limited English speaking persons (LEP) eligible to be served or encountered by the program
- b. Frequency with which LEP individuals come in contact with the program
- c. Nature and importance of the services provided
- d. Local or frequently used resources available to the Contractor

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with GC Section 11135 et seq., and Sections 98000-98382 of Title 22 of the CCR.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - 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 [Title 22 CCR 98310]

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

3. The 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 Agreement [Title 22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision A of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.
[Title 22 CCR 98211]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff
 - b. Contracts with interpreter services
 - c. Use of telephone interpreter lines
 - d. Sharing of language assistance materials and services with other providers
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs
 - f. Referral to culturally and linguistically appropriate community service programs
3. 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.
[Title 22 CCR 98211]
4. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement.
[Title 22 CCR 98310]

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

5. The 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.
[Title 22 CCR 98324]
6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [Title 22 CCR 98370]

C. Compliance Monitoring

1. The 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. [Title 22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [Title 22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [Title 22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [Title 22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC Section 11135 et seq. [Title 22 CCR 98326]
3. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law.
[Title 22 CCR 98211, 98310, 98340]

Additional Provisions—Exhibit E

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined SANP-Ed Eligible Population
2. No fees may be charged for services
3. For the purposes of this contract, no social marketing campaigns (e.g., radio, television, billboards, etc.) are allowed regardless of whether the campaign meets SNAP-Ed targeting requirements
4. The Contractor shall not require proof of age or citizenship as a condition of receiving services

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall have written procedures and a reliable email system to assure that all submitted SNAP-Ed data is timely, complete, accurate, and verifiable.
- B. The Contractor shall electronically submit SNAP-Ed quarterly data reports to the CDA SNAP-Ed data email box at SNAP-Ed.Data@aging.ca.gov.

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 – June 30	July 31

Additional Provisions—Exhibit E

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ARTICLE II. REPORTING PROVISIONS (Continued)

- C. The Contractor shall annually submit SNAP-Ed data reports, based on the FFY as follows, or as instructed by CDA:

Reporting Period	Due Date
FFY 2014 July 1, 2014 - September 30, 2014	October 30
FFY 2015 October 1, 2014-June 30, 2015	July 30

- D. If the Contractor anticipates submitting a late report, the Contractor shall submit a written explanation including the reasons for the delay and the estimated date of submission 10 days prior to the report due date to SNAP-Ed.Data@aging.ca.gov.
- E. The Contractor shall verify the accuracy of all data submitted to CDA and respond to any CDA data verification requests.
- F. The Contractor shall, in accordance with CDA SNAP-Ed requirements, correct and/or explain questionable data.
1. The Contractor shall correct all errors identified. All corrections shall be submitted to SNAP-Ed.Data@aging.ca.gov
 2. The Contractor shall verify all quarterly and annual SNAP-Ed data for accuracy in accordance with USDA-FNS and CDA requirements
- G. The Contractor shall electronically submit a narrative SNAP-Ed annual report summarizing activities provided during the previous FFY. Detailed information for developing the SNAP-Ed annual report will be provided in future program guidance.

ARTICLE III. APPEAL PROCESS

- A. The Contractor may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within 30 days of CDA's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating SNAP-Ed using the appeal process established in Title 22 CCR, Sections 7700 through 7710.

Additional Provisions—Exhibit E

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ARTICLE III. APPEAL PROCESS

- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with Welfare & Institutions Code Section 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. The Contractor shall submit a transition plan to the State within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) for a service funded by SNAP-Ed. The transition plan must be approved by the State and shall at a minimum include the following:
 - 1. A plan to transfer any confidential medical and client records to a new contractor
 - 2. A plan to dispose of confidential records in accordance with applicable laws and regulations
 - 3. A plan for adequate staff to provide continued care through the term of the contract
 - 4. Additional information as necessary to effect a safe transition of clients to other community service providers
- B. The Contractor shall implement the transition plan as approved by the State. The State 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 Article XII of Exhibit D of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.