

**Ventura County Human Services Agency, Area Agency on Aging**  
**Agreement and Assurances of Older Americans Act**  
**Award for Services – Contract No. C2425.12**

This agreement is made and entered into on July 1, 2024, by and between the **County of Ventura**, which includes its **Human Services Agency, Area Agency on Aging** (hereinafter called "County" or "Area Agency" or "VCAAA") and Will and Nikki Inc., dba **Nikki's Casamia Restaurant & Catering** (hereinafter called "Nikki's" or "Contractor") for services specified in **Exhibits A-C** attached hereto and incorporated herein by reference ("Service Requirements"). The total compensation to be paid to Contractor shall not exceed **\$183,500** (the "Contract Amount"). Matching contributions shall be **\$18,350**.

**Article I: Scope of Service and Performance Standards**

*Section 1*

Contractor understands and agrees that unless agreed otherwise in writing by County, Contractor will abide by the terms of this contract and by the terms of the VCAAA Contractors' Manual (<https://www.vcaaa.org/for-providers/grantee-service-tools/>).

*Section 2*

Contractor shall provide, in a satisfactory and proper manner as determined by the Area Agency's representative, the necessary personnel, equipment and materials required to carry out the services and/or activities as detailed in this contract and the attached **Exhibit A**, incorporated herein. Contractor agrees to provide the services in accordance with all applicable local, state, and federal designation and program standards, regulations and laws.

Contractor shall provide services provided for in this agreement in accordance with, and to comply with all terms of, the contracts (Area Plan (AP), as applicable) between the California Department of Aging (CDA) and the Area Agency ("the CDA Contract"), and will require any subcontractors to administer their subcontracts in accordance with this agreement and the CDA Contract, and with all applicable local, state, and federal laws and regulations including, but not limited to: those regarding discrimination, wages, and hours of employment; occupational safety; and, 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. A copy of the CDA Contract is on file with the Area Agency and is available upon request.

*Section 3*

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

The Contractor agrees that during the term of this agreement that they are of sound financial status. Any Contractor that is a private corporation, Joint Powers Agreement (JPA) or private nonprofit must be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement. Failure to maintain good standing shall result in suspension or termination of this Agreement with the Area Agency on Aging until satisfactory status is restored.

#### Section 4

Under the terms of this contract, the following definitions apply:

**CCR** means California Code of Regulations.

**CFR** means Code of Federal Regulations.

**Child** means an individual who is not more than eighteen (18) years of age.

**Contractor** means the legal entity that receives funds from the Area Agency on Aging to provide direct services identified in and in accordance with this Agreement. This term may be used interchangeably with Vendor.

**Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

Individuals eligible to receive Senior Nutrition Program meals are as follows:

- **Congregate Meals** – Individuals eligible to receive meals at a congregate site are:
  - a) Any older individual.
  - b) The spouse of any older individual.
  - c) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
  - d) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
  - e) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]
- **Home-Delivered Meals** – Individuals eligible to receive a home-delivered meal are individuals who are:
  - a) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
  - b) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
  - c) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- **To-Go Meals** means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.
  - a) C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc., or one-on-one with program

volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc., or one-on-one with program volunteer via telephone) during the meal.

- b) C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

**Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

**Individual with a disability** means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

**In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

**Matching Contributions** (called **Recipient Local Share** for Title V: [OAA § 502(c)(2)] [20 CFR 641.809]) means local cash and/or in-kind contributions made by the Contractor, Subcontractor, or other local resources. Matching Contributions qualify as match for the contract funding. Cash and/or in-kind contributions may count as match if such contributions are used to meet program requirements. Any matching contributions, or Recipient Local Share, (cash or in-kind) must be reported monthly and be verifiable from the records of the Contractor. Matching contributions, or Recipient Local Share, must be used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2CFR 2900].

**Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).

**Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

**OAA** means Older Americans Act.

**Program Income** means revenue generated by the Contractor from contract-supported activities and may include:

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

**Program Requirements** means Title III program requirements found in the OAA [42 USC

3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; CDA Program Memoranda, and California Retail Food Code (CRFC).

**State** and **Department** mean the State of California and the California Department of Aging (CDA) interchangeably.

**Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

- a. Be open to the public. [45 CFR 1321.53(b)(3)]
- b. Not means test. [OAA § 315(b)(3)]
- c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
- d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)] [45 CFR 75.403(f)]

**Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

**Title III C-2 meals** are compliant with the Older Californians Nutrition Program Menu Guidance.

**Title III D (Health Promotion Evidenced-Based)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based programs include programs related to the prevention and mitigation of the effects of chronic diseases (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), infectious disease, and vaccine-preventable disease, and prevention of sexually transmitted diseases. Evidence-based services also include programs focused on alcohol and substance abuse reduction, chronic pain management, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. [OAA 102 (14)(D)]

**Vendor** means an entity selling or providing goods or services. This term may be used interchangeably with Contractor.

## **Article II: Period of Performance**

Except as otherwise provided, the term of this agreement shall commence on July 1, 2024, and terminate on June 30, 2025. This Agreement can be extended or renewed for additional years upon mutual agreement of both parties.

## **Article III: Program Budget and Payment Schedule**

### *Section 1*

The reimbursable compensation of this Agreement shall be paid in monthly increments upon receipt of an accurate invoice submitted monthly for all expenses incurred and paid for the previous month. Food costs that are paid directly by the County will not be reimbursable to the Contractor. However, the monthly food expenses incurred by the Contractor should be reported on the invoices. Invoices shall be submitted no later than the fifteenth (15th) calendar day of the subsequent month to Human Services Agency-Fiscal Division.

In accordance with the approved budget ("Authorized Total Budget"), County will reimburse to Contractor the approved expenses within 30 days of receipt of an approved and accurate invoice.

No expenditure shall be made or obligation incurred in excess of this agreement, or not in accordance with the Authorized Total Budget. Any expenditure of funds that is not in compliance with the Authorized Total Budget or this agreement, or not within the costs set forth in the Authorized Total Budget, shall not be chargeable to the County. Any unauthorized expenditures shall be borne by Contractor.

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.

(<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>)

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, 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.

### *Section 2*

All payments shall be made in accordance with the provisions of this agreement and the Authorized Total Budget (**See Exhibit B**). The funds to be paid by the Area Agency to Contractor are solely federal and state funds and shall be spent in accordance with the Authorized Total Budget. Contractor must obtain prior approval in writing from County's Fiscal Representative for any budget modifications.

### *Section 3*

The Area Agency may, at its discretion, reallocate to other projects that portion of Contractor's Older Americans Act award which (during the mid-year or other budget review) is projected to become unexpended grant funds.

### *Section 4*

Contractor shall maintain accounting records (including payroll records, bills, invoices and receipts) for all funds received pursuant to this agreement separate from any other funds administered by Contractor. This shall include project income, donations and all matching

funds. Contractor shall also account for all other non-cash items, where applicable.

#### *Section 5*

In the event Contractor receives payment for a service to which reimbursement is disallowed by the Area Agency or to the Area Agency by the California Department of Aging or the Federal Administration on Aging, Contractor shall promptly refund the disallowed amount to the Area Agency on request.

#### *Section 6*

Funds made available under this Agreement shall supplement, and not supplant, any Federal, State, or local funds expended by a State or unit of general-purpose local government to provide Title III (excluding III E), or Title VII Programs. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b) and distinguished between "caregiver" and "grandparent" support services, as required for the Older Americans Act Performance System (OAAPS). Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support informal caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.), or other caregiver services such as those provided through Caregiver Resource Centers, Linkages, Alzheimer's Day Care Resource Centers, Respite Purchase of Service, and other Title III funded providers.

#### *Section 7*

Costs incurred by the Contractor or subcontractor must be verifiable from the records of the Contractor or subcontractor and must be allowable as outlined in the Code of Federal Regulations [2 CFR 200] and [2CFR 2900] and may be cash or in-kind contributions.

#### *Section 8*

The maximum reimbursement amount allowable for indirect costs is ten percent 10% of Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)]

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

Administrative costs exceeding the maximum ten percent (10%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from the Area Agency prior to budgeting the excess indirect costs as in-kind.

#### *Section 9*

##### Matching Requirements

1. The required minimum program matching contributions for Title III-C is ten percent (10%).
2. Minimum matching requirements are calculated on net costs, which are total costs

- less program income, non-matching contributions, and State funds.
3. Program matching contributions for Title III-C can be pooled to meet the minimum requirement of ten percent (10%).
  4. Matching contributions generated in excess of the minimum required are considered overmatch.
  5. Program overmatch from Title III C can be used to meet the program match requirement for Title III E.

#### *Section 10*

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

### **Article IV: Reporting and Evaluation**

#### *Section 1*

Contractor shall submit status reports to the Area Agency on a monthly basis in a form to be determined by the Area Agency. All program reports are due on or before the tenth (10<sup>th</sup>) day of each month following the month being reported and shall contain the information requested by the Area Agency. No request for payment of funds shall be approved by the Area Agency's representative until such reports have been timely filed.

#### *Section 2*

Area Agency may, at its discretion, conduct periodic evaluations or audits of the Program. Contractor shall cooperate with the Area Agency in evaluations of the Program as scheduled by the Area Agency. Contractor will collect and make available all pertinent project information as needed and/or requested and participate in any project site visits made by the Area Agency.

### **Article V: Information Integrity and Security**

The Contractor, and its subcontractors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners

5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

#### Encryption of Computing Devices

The Contractor, and its subcontractors, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, 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).

#### Disclosure

1. The Contractor, and its subcontractors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.
2. The Contractor, and its subcontractors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as fingerprint, voiceprint or a photograph.
4. The Contractor, and its subcontractors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. Contractor, and its subcontractors, will 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 the Area Agency and/or the California Department of Aging without prior written authorization from the Area Agency and/or the California Department of Aging. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. Contractor, and its subcontractors, may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give blanket authorization to sign a blank release, nor shall Contractor accept such from any participant. 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.

#### Security Awareness Training Requirement

The Contractor's employees, subcontractors, and volunteers handling PSCI must complete the required CDA Security Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, subcontractor, or volunteer's employment and annually thereafter. The Contractor must



maintain certificates of completion on file and provide them to VCAAA upon request.

#### Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that subcontractors comply with the privacy and security requirements of HIPAA.

#### Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at [https://www.aging.ca.gov/Information\\_Security/Security\\_Incident\\_Reporting\\_Procedures/](https://www.aging.ca.gov/Information_Security/Security_Incident_Reporting_Procedures/)

#### Security Breach Notifications

Notice must be given by the Contractor, and/or its subcontractors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

#### Software Maintenance

The Contractor, and its subcontractors, shall apply security patches and upgrades in a timely manner and keep virus software up to date on all systems on which State data may be stored or accessed.

#### Electronic Backups

The Contractor and its subcontractors shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its subcontractors, shall ensure that all data, files, and backup files are encrypted.

### **Article VI: State Licensure Requirements**

Contractor represents or warrants that it possesses or will possess all necessary licenses, permits, notices and certificates required to provide the services which are the subject of this agreement prior to the commencement date of the agreement.

### **Article VII: Contributions for Social Services**

Contractor shall provide older persons receiving services the opportunity to contribute to all or part of the costs of the social services provided. Contractor will consult with the project consumer participation body regarding proposed contributions. Each individual recipient will determine what he/she/they is able to contribute toward the cost of the social service. No older person will be denied a social service because of his/her/their failure to contribute.

Means tests shall not be used by any Contractor for any Title III or Title VII services, nor shall services be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.

The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution

- a. Each service provider will:
  - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
  - ii. Establish appropriate procedures to safeguard and account for all contributions.
  - iii. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

In the event that Contractor generates program income from a program funded by this agreement, this income must be reported and expended under the same terms and conditions as the program funds from which it is generated. Program income must be used to expand baseline services and be used to pay for current allowable costs of the program in the same fiscal year that the income was earned. For programs funded by Title III B, Title III C, Title III D, Title III E, Title VII Ombudsman and Title VII-A Elder Abuse Prevention programs, program income must be expended prior to drawing down additional funds as required in [2 CFR 200.305(b)(5)] and [2 CFR 200.307(e)] and may reduce the total amount of contract funds payable to Contractor. Program income may not be used to meet the matching requirements of this contract.

#### **Article VIII: Nondiscrimination**

Contractor shall comply with all federal and state statutes relating to nondiscrimination, including those contained in the Contractor Certification Clauses (CCC1005) which is hereby incorporated by reference. These include but are not limited to:

- (a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et. seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261);
- (b) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
- (c) Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap;
- (e) the Age Discrimination Act of 1975, as amended (42 USC §§6101-6107), which prohibits discrimination on the basis of age;
- (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse;
- (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

(h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records;

(i) Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability (22 CCR § 98323), Title VII of the Civil Rights Act of 1968 (42 USC §§ 43601 et seq.) as amended, relating to nondiscrimination in the sale, rental or refinancing of housing;

(j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,

(k) the requirements of any other nondiscrimination statute(s) which may apply to this agreement.

#### California Civil Rights Laws

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

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC §§ 12101 et seq.)

#### Inquiries and Complaints Regarding National Origin

Contractor must designate an employee to whom initial complaints or inquiries regarding national origin can be directed. The name of the designated individual shall be provided to the VCAAA Grants Administrator. Complaints relating to national origin discrimination shall be handled by the Contractor. If the complaint is not resolved, the complainant shall be provided to the VCAAA Grants Administrator. The Contractor shall notify VCAAA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

#### Limited English-Speaking Participants

Contractor agrees to provide the Ventura County Area Agency on Aging with the following information regarding program participants: number or proportion of limited English-speaking (LEP) persons likely to be encountered by the program, frequency with which LEP individuals come in contact with the program, nature and importance of the services provided to people's lives.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq., 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR 98300 et seq.

Contractor shall take reasonable steps, based upon the group-needs assessment identified above, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [2 CCR 11162]

Based on findings of the group-needs assessment, the Contractor shall ensure 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. [2 CCR 11162]

"Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following: Interpreters or bilingual providers and provider staff, contracts with interpreter services, use of telephone interpreter lines, sharing of language assistance materials and services with other providers, translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs and referral to culturally and linguistically appropriate community service programs.

#### **Article IX: Training**

Contractor agrees to participate in staff training and development programs provided by the Area Agency, California Department of Aging, Administration on Aging, or any of their agents. Contractor shall make budget provisions to pay for the travel, per diem, and tuition costs of such efforts as required or necessary.

#### **Article X: Lobbying Certification**

Contractor certifies to the best of its knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of 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 a 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 federally 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, or an officer or employee of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions. The form is available upon request from the Area Agency.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **Article XI: Subcontracts and Assignments**

In the event any subcontractor or assignment is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all of the terms of this agreement, including, but not limited to, the responsibility for preserving the State's copyrights and rights in data, for handling property in accordance with Article XVIII of this agreement, and the responsibility for ensuring the availability and retention of records of subcontractors and assignments in accordance hereto.

All contractors are required to submit a list of Grant Funded Property with the June RFF/Close out Report.

No subcontract or assignment utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in Article II hereto. Any subcontracts to provide program services under this agreement shall be approved in writing by an Area Agency designated representative and shall have no force or effect until so approved and will be subject to the provision of this agreement. Purchase of items such as standard commercial supplies, office space, or printing services do not require a subcontract and do not require prior Area Agency approval. A copy of any executed subcontract or assignment must be forwarded to the Area Agency within thirty (30) days after the beginning of the subcontract or assignment. Contractor will be responsible for monitoring the insurance requirements of its subcontractors in accordance with Article XVI of this contract.

#### 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 Area Agency determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by Area Agency 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 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.

#### 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, County 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.

#### Article XII: Recordkeeping

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, single audit, and general ledgers; 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 contract; 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 Area Agency and the California Department of Aging in compliance with the laws and regulations of the State of California and the Department of Health and Human Services. The financial records of Contractor as they pertain to this contract are subject to audit by the Area Agency. Contractor shall allow the California Department of Aging, the Controller General of the United States, or duly authorized representatives of any of those entities, to inspect Contractor books and records at any time during the contract period, and for a minimum period of four (4) years after the expiration of the contract. Contractor shall maintain responsibility for such records, both during the contract period and for a minimum four (4) year period following the last transaction related to the contract. Records for non-expendable property must be retained for a minimum of four (4) years subsequent to the final disposition of this property. All original source documents must be retained until an audit resolution is completed or four (4) years from the end of the fiscal year for which the document is prepared. The VCAAA recommends that Contractor contact the VCAAA Grants Manager before disposing of any records.

If any unauthorized expenditures, unallowable expenditures, or irregularities are discovered, Contractor is responsible for making any necessary reparation to the County. If an audit is commenced or discovers any unallowable expenditures or irregularities, the records must be kept by Contractor as long as necessary until the issue is satisfactorily resolved. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

### **Article XIII: Unexpended Funds**

Contractor understands and agrees that there is no provision for carryover of unexpended funds at the end of the contract period. Any money obligated under this contract (even if in the possession of Contractor) but not needed to meet incurred obligations will be returned with the Financial Closeout Report to the Area Agency.

### **Article XIV: Audit and Closeout Requirements**

#### ***Section 1***

##### **General**

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, California Department of Aging (CDA) staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit all Contractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that Area Agency is informed of an audit by an outside federal or State government entity affecting the Contractor, Area Agency will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the Area Agency, the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request. All agreements entered into by the Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
3. The Contractor shall cooperate with and participate in any further audits, which may be required by the State, including CDA fiscal and compliance audits.

## *Section 2*

### Fiscal and Compliance Audits

1. The Area Agency shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. These fiscal and compliance audits may include, but not be limited to, a review of:
  - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
  - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
  - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
  - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
  - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

## *Section 3*

### Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements
  - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the Area Agency.
  - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) 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.
  - c. For purposes of reporting, the Contractor shall ensure that Federal-Funded

expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number along with the related State-Funded expenditures.

- d. For contracts that do not have CFDA, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through the Area Agency on Aging.
2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout shall be maintained and made available for Area Agency review.

3. Contract Resolution of Contractor

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Within thirty (30) days after the close of the project period or when requested by the Area Agency (whichever comes earlier), Contractor shall provide the Area Agency with an ending "Financial Closeout Report" signed by Contractor's representative. The Area Agency shall provide Contractor the form on which to complete the Financial Closeout Report, and the Financial Closeout Report shall contain all the information required by the Area Agency.

4. The Contractor shall ensure that single audit reports, including those of its subcontractors, meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
5. Contract resolution includes:
- a. Contractor will ensure that appropriate corrective action has been taken to correct instances of non-compliance with federal laws and regulations. Corrective action shall be taken within six months after the Area Agency receives Contractor's audit report.
  - b. Reconciling reported expenditures to the amounts identified in the single audit or other type of audit if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Area Agency must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
- a. Accurate, current, and complete disclosure of the financial results of each federal award or program.



- b. Records that identify adequately the source and application of funds for each federally funded activity.
  - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
  - d. Comparison of expenditures with budget amounts for each federal award.
  - e. Written procedures to implement the requirements of 2 CFR 200.305.
  - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]
  - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
  - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements and standards. Contractor shall permit independent auditors to have access to the records and financial statements as necessary for Contractor to comply with OMB Circular A-133.
  8. The Contractor shall disclose to the Area Agency whether audit findings were issued; and, if applicable, any communication or follow-up performed to resolve the findings.
  9. A reasonably proportionate share of the costs of audits required by and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable.

Contractors expending less than \$750,000 in total federal funds are exempt from federal audit requirements, but their records must be available for review. Area Agency reserves the right to determine whether Contractor expended the funds provided under this agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of Contractor (financial statements including working papers and accounting records) or through other means (e.g., monitoring reviews) if Contractor has not been audited. Accounting records must contain receipts and/or other documentation enumerated in Article III Section 4 of this contract, to support all claims.

#### **Article XV: Indemnity**

1. All activities and/or work covered by this Agreement shall be at the risk of Contractor alone. Contractor agrees to defend (at County's request), indemnify, and hold harmless the County of Ventura, including all of its boards, districts, agencies, departments, officers, employees, agents and volunteers, against any and all claims and losses, lawsuits, judgments, debts, demands and liability, injuries or death of persons and/or damages to property arising directly or indirectly out of the obligations herein described or undertaken, or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of the Area Agency and the County of

Ventura.

Contractor further agrees to indemnify, defend, and hold harmless the County of Ventura and the California Department of Aging, their officers, agents, and employees from any and all liability, claims and losses, damages or expenses, including reasonable attorney fees arising from all acts or omissions to act of contractor or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's sole negligence or willful acts accruing to or resulting from any subcontractors, 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 Contractor in the performance of this agreement.

2. Contamination and Pollution. Contractor, solely at its own cost and expense, will provide cleanup of any premises, property, or natural resources contaminated or polluted due to Contractor activities. Any fines, penalties, punitive or exemplary damages assigned due to contamination or polluting activities of Contractor will be borne entirely by Contractor. Any Contractor receiving more than \$100,000 in funding shall comply with all orders or requirements issued under the following laws: Clean Air Act, as amended (42 USC 1857); Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.); Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738), State Contract Act [Cal. Pub. Con. Code §10295 et seq.], and Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010].
3. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, duties, and obligations, and in the exercise of the rights granted under this Agreement shall act in an independent capacity and not as officers or employees or agents of the Area Agency, the County of Ventura or the State of California.
4. If, in the performance of this Agreement, Contractor chooses to associate, subcontract with, or employ any third person in carrying out its responsibilities under this Agreement, any such third person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of association, subcontract or employment or requirements of law, shall be determined by Contractor, and the Area Agency shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither Contractor nor any such person shall have any claim under this Agreement or otherwise against the Area Agency for sick leave, vacation pay, retirement benefits, social security benefits, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.
5. The Contractor, and its subcontractor(s), shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

6. Contractor is an independent contractor and shall hold the County of Ventura harmless from any and all claims that may be made against the County of Ventura based upon any contention by any third party that an employer- employee relationship exists by reason of this Agreement. The County is not required to make any deductions from the compensation payable to Contractor under the provisions of this Agreement. Contractor shall be solely responsible for self-employment social security taxes, income taxes and any other taxes levied against it. Contractor does not assign such obligation to the County for collection or administration except as may be required by federal and state statutes.
7. Contractor further agrees to hold the County harmless from, and to compensate the County for, any claims against the County for payment of state or federal income or other tax obligations relating to Contractor's compensation under the terms of this Agreement.

#### **Article XVI: Insurance**

The County of Ventura requires that all contractors indemnify and defend the County for liability incurred as a result of actions associated with the project, and carry insurance as required. Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this agreement adequate liability insurance to cover all activities necessary to fulfill its obligations under this Agreement.

It is understood and agreed that the Area Agency reserves the right to determine the type and extent of insurance that may be required.

1. Prior to commencement of any contract, Contractor shall provide the VCAAA proof of the following insurance:
  - (a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
  - (b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles, also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
  - (c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
2. All insurance required shall be primary coverage in respect to the County of Ventura, and any insurance or self-insurance maintained by the Area Agency and the County of Ventura shall be in excess of Contractor's insurance coverage and shall not contribute to it.
3. The County of Ventura its boards, agencies, departments, offices, employees, agents, and volunteers are to be named as Additional Insured with respect to work done by

Contractor under the terms of this Agreement on all policies required (except Workers' Compensation).

4. Contractor agrees to waive all rights of subrogation against the County of Ventura for losses arising directly or indirectly from the activities and/or work performed by Contractor under the terms of this agreement (applies only to Commercial General Liability and Workers' Compensation).
5. The Area Agency is to be notified immediately if any aggregate insurance limit is not met. Additional coverage must be purchased to meet requirements.
6. Policies will not be canceled, non-renewed, or reduced in scope of coverage at any time that said policies are required by this agreement until after 30 days' written notice has been given to the Area Agency and approved in writing by the Area Agency. If the reason for cancellation is non-payment of the insurance premium, 10 days' written notice is acceptable.
7. Contractor agrees to provide the Area Agency with the following insurance documents on or before the effective date of this contract:
  - (a) Certificates of Insurance for all required coverages. The County of Ventura shall be named the certificate holder and the address must be listed on the certificate.
  - (b) Additional Insured endorsements naming the County of Ventura and authorized with a signature by the insurance carrier.
  - (c) Waiver of Subrogation endorsement (aka: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

#### **Article XVII: Contract Modifications**

Any revision, waiver, or modification of this agreement must be approved in writing by the Area Agency by amendment to this Agreement. Only a modification that changes a single approved budget line item that is less than 10 percent may be made without prior written approval by the Area Agency.

#### **Article XVIII: Planning Efforts**

Contractor shall cooperate fully with the Area Agency in any efforts toward developing a comprehensive and coordinated system of services for the elderly. Contractor shall participate in joint planning efforts and service which may include the shared use of equipment, service coordination, and other activities as may be determined by the Area Agency to attain this goal.

#### **Article XIX: Personnel**

Contractor shall maintain adequate staffing levels to perform at the contracted level of this program. Contractor shall actively seek qualified older persons for paid positions on the project and make provisions for volunteer opportunities for older persons.

#### **Article XX: Debarment, Suspension, and other Responsibility Matters**

Contractor certifies to the best of its knowledge and belief, that it or its agents:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. 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 embezzlements, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. 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 (2) of this certification; and,
4. 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.

Contractor shall report immediately to the Area Agency in writing any incidents of alleged fraud or abuse. Contractor will maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Area Agency on Aging.

#### **Article XXI: Living Wage Ordinance**

This contract may be subject to the County of Ventura Living Wage Ordinance ("Ordinance"). The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec.4952 (f). Failure to comply will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years. 501(c)(3) nonprofit organizations are exempt from the Ordinance.

#### **Article XXII: Termination of Grant**

##### *Section 1*

Older Americans Act funds awarded under this contract may be terminated by the Area Agency at any time for non-compliance with any of the terms and conditions of this contract provided that at least thirty (30) days' written notice is given to Contractor.

##### *Section 2*

The Contractor (applies to all program except for the Ombudsman) may terminate this contract at any time, for reasons of its own choosing, provided that at least one hundred and eighty (180) days written notice is given to the Area Agency. The Ombudsman Contractor shall carry out the federal and state mandates and responsibilities without any break in the provision of ombudsman services. Contractor shall promptly notify the Area Agency of any intention to terminate responsibility for ombudsman services. Except as provided elsewhere in this agreement, Contractor shall continue the program without any break in service until another contractor can take over responsibility for operation of the program.

##### *Section 3*

Contractor shall promptly notify the Area Agency of any intention to terminate responsibility

for providing the specified contract-funded services.

#### *Section 4*

This contract may be terminated on twenty-four (24) hours' notice in the event the allocation to the Area Agency of Older Americans Act and/or state funds are reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against the Area Agency for damages arising from the reduction, suspension, or termination of the federal and/or state funds provided to the Area Agency, under which this agreement is made, or to the portion thereof delegated by this agreement.

#### *Section 5*

In the event that Contractor dissolves or terminates this contract, Contractor shall provide a final property inventory to the Area Agency. The Area Agency and the California Department of Aging reserve the right to require Contractor to transfer such property to another agency, the Area Agency, or the California Department of Aging.

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

#### **Article XXIII: Access**

Contractor shall provide access to the federal or state agency, Bureau of State Audits, the Controller General of the United States and the Area Agency, or any of their duly authorized federal or state representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

#### **Article XXIV: Monitoring**

1. Authorized State representatives and Area Agency representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to: audits, inspections of project premises, interviews of project staff and participants and, when applicable, inspection of food preparation sites.
2. Contractor shall cooperate with the State and the Area Agency in the monitoring, assessment and evaluation processes, which include making any administrative program and fiscal staff available during any scheduled process.

#### **Article XXV: Grievance**

##### *Section 1*

Contractor is required to establish a written grievance procedure for reviewing and attempting to resolve complaints of older individuals [California Code of Regulations Section 7400(a)(2)]. At a minimum the process shall all of the following:

- (a) Time frames within which a complaint will be acted upon.
- (b) Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Area Agency if dissatisfied with

the results of the Contractors review.

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

## *Section 2*

Contractor is required to notify all older individuals of the grievance process through their organization as well as the Area Agency. Contractor may notify older individuals by the following methods:

- (a) Posting notification of the process in visible and accessible areas, such as the bulletin boards in senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. The term "substantial number" and "significant number" shall be determined by the Area Agency.
- (b) Advising homebound older individuals of the process either orally or in writing upon the service providers' contact with the individuals.

## *Section 3*

Complaints may involve, but not be limited to, any or all of the following: amount or duration of a service, denial or discontinuance of a service or dissatisfaction with the service being provided or with the service provider, complaints regarding an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, or failure of the Contractor to comply with the terms of this contract. Sections 9102 and 9105, Welfare and Institutions Code. Reference 42 USC 3026(a) (6) (P) and 3027 (a) (43).

# **Article XXVI: Contact for Responsibility and Notification**

## *Section 1*

The Director of the Ventura County Human Services Agency, Area Agency on Aging, or designee shall be the Area Agency's representative for purposes of administering this agreement. The Program Manager/Director shall represent Contractor. *If the Contractor's representative changes, Contractor agrees to immediately notify the VCAAA's Grants Administrator.*

## *Section 2*

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

### AREA AGENCY:

Ventura County Human Services Agency  
Agency on Aging L#4450  
855 Partridge Drive  
Ventura, CA 93003-9086

### CONTRACTOR:

Will and Nikki Inc.  
Nikki's Casamia Restaurant & Catering  
3944 Center St.  
Piru, CA 93040

# **Article XXVII: List of Exhibits**

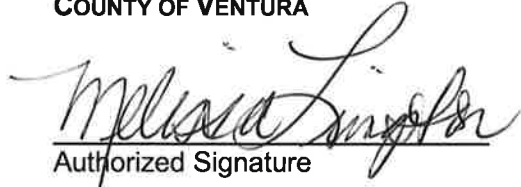
The Contractor shall comply with the Contract and the Exhibits listed below:

- Exhibit A-Scope of Work, Services and Reporting Requirement
- Exhibit B-Budget
- Exhibit C-Ventura County Focal Points



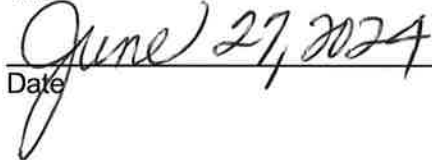
IN WITNESS THEREOF, the County of Ventura and Contractor have executed this Agreement as of the date first written above.

COUNTY OF VENTURA

  
Authorized Signature

Melissa Livingston  
Printed Name

Director, Human Services Agency  
Title

  
Date

WILL AND NIKKI INC, DBA NIKKI'S CASAMIA  
RESTAURANT & CATERING

  
Authorized Signature

Susy Aguirre  
Printed Name

CEO  
Title

6/20/2024  
Date

92-0581104  
Tax Identification Number

5262922  
Secretary of State Entity Number

**EXHIBIT A**  
**SCOPE OF WORK, SERVICES AND REPORTING REQUIREMENTS**

1. Overview of Services

County has engaged Contractor to provide the following services, which are more specifically described in the Services section below:

Provide Congregate and Home-Delivered meals to seniors aged 60 years and older as defined in Title III C1 and C2 of the Older Americans Act. Seniors participating in the meal program will be given the opportunity to donate. The suggested contribution amount cannot exceed the actual cost of the meal. No minimum or maximum number of transactions can be guaranteed by the County for this program.

2. Services

Contractor shall perform the following services:

The Senior Nutrition Program is intended to provide nutrition meal services as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services, fostering aging in place and promoting choice and quality of life.

**Definition:** Senior Nutrition Program services means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling to eligible individuals at congregate sites or in their homes.

**Goals:** To maintain or improve the physical, psychological, and social well-being of older individuals by providing or securing appropriate nutrition services in the County for the purposes outlined in the Older Americans Act, Part C, Section 330:

- (a) to reduce hunger and food insecurity;
- (b) to promote socialization of older individuals;
- (c) to mitigate isolation of older adults; and
- (d) to promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

**Objectives:**

- (a) Give preference to older individuals with the greatest economic or social need, with particular attention to low-income minority individuals.
- (b) Serve meals that are appealing and comply with the most recent Dietary Guidelines for Americans (DGA).
- (c) Promote and maintain high food safety and sanitation standards.
- (d) Promote good health behaviors through nutrition education and nutrition screening

of participants.

- (e) Promote or maintain coordination with other nutrition-related supportive services for older individuals.

**Target Population:** The Senior Nutrition Program provider(s) shall target individuals who are sixty (60) years of age or older, minorities, those with low income, and those living in rural areas of Ventura County, such as the unincorporated areas of Piru and Oak View.

**Congregate Meal Services:** Contractor shall provide meals in a social setting at a minimum of one meal per day, five days per week; however, where a situation calls for more or less than one meal per day, pre-approval by the VCAAA is required. Contractor shall determine an individual's need for more than one meal per day based on nutritional risk assessment, living status and income of the participant. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.

Congregate Meal Services consist of managing and administering daily, weekly, monthly and annual operations of congregate dining throughout Ventura County. Tasks include, but are not limited to, the receipt of weekly deliveries of food and non-food supplies, the safe storage of these supplies, the final assembly and serving of meals, cleaning the site before, during and after meal service, purchasing supplies, establishing and providing meal counts to the VCAAA in a timely fashion, distributing menus (in English and Spanish), ensuring the confidential collection of donations, safeguarding of donations collected, ensuring that participants complete intake forms that collect required demographic information, utilization of the Q CareAccess system and other administrative requirements. Tasks also include the accounting and reporting of participant donations following prescribed fiscal standards.

**Home-Delivered Meal Services:** Contractor shall provide Home-Delivered Meal Services to eligible older persons who are homebound by reason of illness, disability, or functional need and unable to prepare their own meals. Assessments of individuals receiving home-delivered meals are required to establish initial eligibility and to ascertain ongoing eligibility. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines. The Contractor shall provide written instructions in the language of the majority of the participants for the handling and re-heating of meals.

Home-Delivered Meal Services include, but are not limited to, the following tasks: receive and safely store weekly deliveries of food supplies; manage and administer operations for the delivery of meals to homebound older adults; assemble meals (if necessary); deliver meals to eligible older adults using the Contractor's delivery vehicles and temperature-controlled food carriers; assess and reassess clients to determine eligibility for the program; prepare and/or distribute menus (in English and Spanish, as needed); provide nutrition education and counseling as prescribed by the VCAAA Registered Dietitian; and meet all the administrative requirements of the Senior Nutrition Program. Tasks include collecting, accounting and reporting of donations in a confidential manner and consistent with standard accounting principles.

**Volunteer Recruitment:** The Contractor is responsible for recruitment of volunteers to aid in the operation of the program.

**Eligibility of Volunteers:** Volunteers may be offered a meal if doing so will not deprive a participant of a meal. Contractor shall comply with the most current Ventura County Area Agency on Aging Contractor's Handbook for providing and accounting for meals provided to Senior Nutrition Program volunteers, and shall report all volunteer meals on a monthly basis to County. In all cases of eligibility, priority shall be given to individuals aged 60 and older and Native Americans aged 45 and older.

**Nutrition Risk:** The Contractor shall annually assess each Title III C-1 and C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]

**Safety:** Contractor is responsible for providing accident prevention, fire safety, first aid, choking, earthquake preparedness and other emergency procedures training as required at each congregate meal site. A current Fire Inspection Certification shall be displayed at each site. Each meal site and/or Home-Delivered Meals distributor is also required to maintain and make available to staff upon request current Safety Data Sheets (SDS) at their site(s) per 29 CFR. Furthermore, each meal site and/or home-delivered meals distributor must display a State of California Health Certification. Each congregate meal site must also display a current ServSafe Certification.

**Mandated Reporters:** Contractor must comply with all applicable provisions of Welfare and Institutions Code - WIC § 15630. All staff and volunteers working with older adults are "Mandated Reporters" and, as such, are required by law to report suspected abuse and/or self-neglect. Senior Nutrition Program staff and volunteers shall be trained in recognizing and reporting elder abuse and/or self-neglect.

**Staff Qualifications:** Contractor shall employ a Site Coordinator that is responsible for the day-to-day operations of the Senior Nutrition Program at their site. The Site Coordinator shall have one of the following qualifications:

- (a) An Associate Degree in Institutional Food Service or closely related field, and two years' experience as a food service supervisor; or
- (b) Demonstrable experience in food service and, within twelve months of hire, successfully complete twenty (20) hours of college level coursework in food service management, business administration and/or personnel; or
- (c) Two years' experience in food service management as verified by a Registered Dietitian prior to hire.

All Site Coordinators must become ServSafe trained.

**Training:** Training by VCAAA Registered Dietitian (RD) shall include, at a minimum, food safety (ServSafe) and prevention of foodborne illness. The RD will provide a yearly written plan for staff training that shall be maintained at each Senior Nutrition Program site, which shall include a minimum of four hours per year of training by the RD for paid and non-paid food service staff at each Senior Nutrition Program site. Training attendance records shall be submitted to VCAAA quarterly.

**Nutrition Education Services for Participants:** Nutrition education for program participants shall be provided at a minimum of four times per year. All training shall be conducted by the VCAAA RD who develops and maintains a yearly nutrition education plan. Nutrition education for congregate meal participants may include demonstrations,

presentations, lectures and group discussions, all of which may be augmented with printed materials. Distribution of printed materials shall constitute nutrition education for home-delivered meal recipients. Accurate training records shall be kept by each Contractor that indicate the type and duration of training. Training records shall be submitted to VCAA on a quarterly basis to ensure training requirements are being met.

**Records, Reports, Distribution of Information:** In accordance with the VCAA Contractors Manual and the Senior Nutrition Program Handbook, Contractor shall maintain current and accurate records on congregate and home-delivered meal participants as follows:

- (a) Both congregate and home-delivered meal participants shall have a Senior Nutrition Program Meal Registration form on file in AssureCare/Q.
- (b) Each home-delivered meal recipient shall also have a current Senior Nutrition Program Home-Delivered Meal Assessment Worksheet on file in AssureCare/Q.
- (c) Contractors shall update the Nutritional Risk and ADL/IADL assessments for home-delivered meal recipients in AssureCare/Q annually.
- (d) Each SNP Site Coordinator shall use the Meal Registration forms to generate monthly rosters from AssureCare/Q for home-delivered and congregate meal recipients.

The Contractor shall assure that materials published under this Agreement 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."

**County's Procured Suppliers:** Contractor may order supplies and meals from any of the County procured vendors, at the agreed upon price of the County's contract with each vendor. The five (5) procured vendors for the Senior Nutrition Program include: Azul Catering, Jordano's Foodservice, Revolution Foods, Ventura Harbor Restaurant, and Waterside Restaurant. All menus, meals and recipes of procured vendors must be reviewed and approved by the VCAA RD.

**Nutrition Services Requirements:**

Contractor shall ensure that the congregate meal site(s) adhere to the following requirements:

- (a) Each participant is registered for a meal using the Senior Nutrition Program Meal Registration form; and
- (b) Provide a means by which to obtain participants' views about the services received; and
- (c) Provide meals, if available, to all participants regardless of reservation status; and
- (d) Ensure that trained staff (paid and/or non-paid) are physically present during the time that meals are being served; and
- (e) Provide restrooms, lighting and ventilation at the site that meets the requirements of California law; and
- (f) Provide equipment (e.g., tables and chairs) that is sturdy and appropriate for older

individuals; and

- (g) Arrange tables and chairs in such a manner as to be conducive to and encourage socialization among participants.

Contractor contracting for home-delivered meal service shall adhere to the following assessment requirements:

- (a) Eligible participants are registered and assessed for need using the Senior Nutrition Program Meal Registration form and the Home Delivered Meal Assessment Worksheet; and
- (b) Initial assessments may be done by phone; however, a written assessment shall be conducted at the participants' homes within two weeks of the beginning of meal service; and
- (c) Participants shall be assessed for other nutrition-related supportive services and referred as needed; and
- (d) Participants shall be reassessed in their homes at least every six months and allowable by phone every other quarter to ensure eligibility.

A waitlist shall be established whenever a Contractor is unable to provide home-delivered meals to all eligible participants. Waitlists must be pre-approved by the VCAAA. The decision to place an eligible individual on a waitlist and their ranking on that list shall be determined by greatest social and economic need.

**Nutritional Requirements of Meals:** Contractor will work with the VCAAA RD to ensure that each meal complies with the Dietary Guidelines for Americans (DGA) and provides 1/3 of the Dietary Reference Intakes. The DGA is jointly published by the U.S. Department of Health and Human Services and the U.S. Department of Agriculture. The Dietary Reference Intakes are reference values determined by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

Each meal shall provide the following:

- (a) A weekly average caloric range of >550-750 calories per meal; and
- (b) Three (3) ounces of cooked, edible protein in the form of meat, fish, poultry, eggs, cheese or the protein equivalent; and
- (c) At least one-half (½) cup serving of different cooked vegetables and/or one (1) cup of raw leafy vegetables; and
- (d) One-half (½) cup serving of fruit; and
- (e) At least one (1) serving of whole grain; and
- (f) Eight (8) ounces of fortified fat-free or low-fat milk, yogurt, cheese or soy beverages; and
- (g) Target 500-750 milligrams of Sodium; and
- (h) Foods containing a minimum of 25 milligrams of Vitamin C; and
- (i) Food(s) containing a minimum of 233 micrograms of Vitamin A shall be served at least three (3) times per week.

These meals and any other Senior Nutrition Program meals served by Contractor shall constitute the menu provided to participants of the Senior Nutrition Program. All menus, meals and recipes must be reviewed and approved by the VCAAA RD. Any and all supplemental foods and/or enhancements must be reviewed and approved by the VCAAA RD prior to service. The VCAAA will provide Contractor with a menu two (2) weeks in

advance of meal service.

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	Budget Allocation	Number of Meals
Congregate Meals @ \$8.32 each	\$ 96,119	11,553
Home Delivered Meals @ \$8.64 each	\$ 87,381	10,114
Sum	\$ 183,500	21,666

Monthly Projections July 2024-June 2025

Nikki's Casamini-Piru	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Congregate Meal	1100	1100	1100	1100	1100	1100
Home Delivered Meal	1000	1000	1000	1000	1000	1000
Total Meals (C1+C2)	2100	2100	2100	2100	2100	2100

Monthly Projections July 2024-June 2025

Nikki's Casamia-Piru	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Congregate Meal	1100	1100	1100	1100	1100	1100
Home Delivered Meal	1000	1000	1000	1000	1000	1000
Total Meals (C1+C2)	2100	2100	2100	2100	2100	2100



## EXHIBIT C

### VENTURA COUNTY FOCAL POINTS WITH ADDRESSES

**CONTRACTOR:** NIKKI'S CASAMIA RESTAURANT & CATERING  
**PROJECT:** SENIOR NUTRITION PROGRAM

	<b>Focal Points*</b>	<b>Senior Center**</b>	<b>Street Address</b>	<b>City</b>	<b>ZIP</b>	<b>Phone</b>
1	<b>Area Agency on Aging of Ventura County</b>	No	646 County Square Drive	Ventura	93003	805-477-7300
2	<b>Camarillo Health Care District</b>	No	3687 E. Las Posas Road, #188 (Bldg. H)	Camarillo	93020	800-900-8582
3	<b>Fillmore Active Adult Center</b> <i>Managed by City of Fillmore</i>	Yes	535 Santa Clara Avenue	Fillmore	93015	805-524-3030
4	<b>Goebel Adult Community Center</b> <i>A collaboration of City of Thousand Oaks &amp; Conejo Recreation &amp; Park District</i>	Yes	1385 E. Janss Road	Thousand Oaks	91362	805-381-2744
5	<b>HELP of Ojai</b> <i>a nonprofit organization</i>	Yes	370 Baldwin Road	Ojai	93022	805-646-5122
6	<b>Moorpark Active Adult Center</b> <i>Managed by City of Moorpark</i>	Yes	799 Moorpark Avenue	Moorpark	93021	805-517-6261
7	<b>Palm Vista Senior Center</b> <i>Managed by City of Oxnard</i>	Yes	801 South C Street	Oxnard	93030	805-385-8163
8	<b>Pleasant Valley Senior Center</b> <i>Managed by Pleasant Valley Park &amp; Rec District</i>	Yes	1605 E. Burnley Street	Camarillo	93010	805-482-4881
9	<b>Port Hueneme Senior Center</b> <i>Orvene S. Carpenter Community Center</i> <i>Managed by City of Port Hueneme</i>	Yes	550 Park Avenue	Port Hueneme	93041	805-986-6542
10	<b>Santa Paula Senior Center</b> <i>Managed by City of Santa Paula</i>	Yes	530 West Main Street	Santa Paula	93060	805-933-4226 x356
11	<b>Simi Valley Senior Center</b> <i>Managed by City of Simi Valley</i>	Yes	3900 Avenida Simi	Simi Valley	93065	805-583-6363
12	<b>Colonia Senior Center</b> <i>Managed by City of Oxnard</i>	Yes	197 North Marquita Street	Oxnard	93033	805-385-7970
13	<b>Ventura Avenue Adult Center</b> <i>Managed by City of Ventura</i>	Yes	550 N. Ventura Avenue	Ventura	93001	805-648-3035
14	<b>Conejo Valley Senior Concerns</b> <i>a nonprofit organization</i>	No	401 Hodencamp Road	Thousand Oaks	91360	805-497-0189
15	<b>Wilson Senior Center</b> <i>Managed by City of Oxnard</i>	Yes	350 North C Street	Oxnard	93030	805-385-8028
<b>Focal Points for Title III E Eligible Family Caregivers</b>						
1	<b>Conejo Valley Senior Concerns</b> <i>a nonprofit organization</i>	No	401 Hodencamp Road	Thousand Oaks	91360	805-497-0189
2	<b>Wellness &amp; Caregiver Center of VC</b> <i>Operated by Camarillo Health Care District</i>	No	3687 E. Las Posas Road, #188 (Bldg. H)	Camarillo	93020	800-900-8582

NOTE: The designation of a focal point and a senior center depends on the array of services offered (see definitions below).

**\*Focal Point** – Facilities designated as focal points provide a comprehensive delivery of social services, such as information and assistance, recreation, nutrition, social, mental health, etc. They may house a variety of services in the same location (collocation) used by other providers of services to seniors. The federal Older Americans Act defines a focal point as a facility established to encourage maximum collocation and coordination of services for older persons.

**\*\*Senior Center** – The federal Older Americans Act defines a senior center as a community facility for the organization and delivery of a broad spectrum of services, including health, mental health, social, nutrition, educational services, and recreational activities for older individuals.

