Board of Supervisors
J. Merced Corona, District I, Vice-Chair
Daurice K. Smith, District II, Chair
Kent S. Boes, District III,
Randy Wilson, District IV
Janice A. Bell, District V

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
(530) 458-0508/0509
FAX (530) 458-0510
colusacountyca.iqm2.com
https://countyofcolusaca.gov

COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

March 11, 2025

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

Welcome to a meeting of the Colusa County Board of Supervisors. If you are scheduled to address the Board, please state your full name for the record. The Board will not address timed items before they are scheduled. The "Consent Calendar" may be adopted by one motion. Regularly numbered items may be considered at any time during the meeting. All items are listed in accordance with the Ralph M. Brown Act. We invite all members of the public to attend.

NOTE: You can listen to the meeting by dialing one of the numbers below:

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Code: **401978 - THIS LINE IS FOR LISTENING IN ONLY**

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of February 25, 2025 Closed Session
- Announcement of Closed Session

I. STAFF REPORTS **- Note: 5 minutes allowed per Department for Staff Reports.** This time is available for any County Staff who may wish to update the Board of Supervisors on projects as they relate to their respective Departments.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 4.

1. BOARD OF SUPERVISORS

Approve the February 7, 2025 Special Training/Workshop and the February 11, 2025 Regular meeting Minutes.

2. HEALTH AND HUMAN SERVICES
Approve Subcontract (Agreement No. A25-0006-S002) and Amendment A1 (A25-0006-S002-A01) with the **Chico State Enterprises**, for Senior Nutrition Program funding, effective July 1, 2024, and authorize County Administrative Officer to sign.

3. COUNTY ADMINISTRATIVE OFFICE
Ratify Local Agency User Agreement with **US Bank** for participation in the State of California-Department of General Services Master Services Agreement for the State Travel Program.

4. PURCHASING AND PROCUREMENT
Ratify Purchase Order number 31202062025 in the amount of $11,867.24 for parts and equipment from Sutter Buttes Communication for the Sheriff's Office boating vehicle.

END OF CONSENT AGENDA

III. ASSESSOR

1. **Sitting as the Colusa County Board of Equalization**
Assessment Appeal Hearing

Appeal#	APN#	Assessed Total	Applicant's Opinion
24-12	021-240-018-000	$8,073,181	$4,036,951

Sutter Home Winery Inc - Affected Party: Appeal 24-12, APN 021-240-018-000 for value placed on land, improvements, fixtures and personal property for tax year 2023-24.

IV. PUBLIC WORKS

1. Authorize a payment in the amount of $8,000 to be deposited with the Stony Creek Water District to fund environmental review of a water transfer between Stony Creek Water District and CSA 1.

V. TREASURER/TAX COLLECTOR

1. Approve Amended County Policy No. 214 - Statement of Investment Policy and accept the 2025 Goals as presented.

2. Discuss and provide direction to Treasurer/Tax Collector concerning tax defaulted properties located in Century Ranch.

VI. LIBRARY

1. Approve the use of the front wall of the Princeton branch library for a Small Spaces, Big Impact Public Art mural in collaboration with the Colusa County Arts Council.

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Invoice#	**Fund/Dept.**	**Vendor**	**Amount**
25FEBFISCALEXP	DHHS	FISCAL EXPERTS INC.	$1300.00

VIII. BOARD OF SUPERVISORS

1. Discussion and Appointment of County Representatives to the Sites Joint Powers Authority Board of Directors and the Sites JPA Reservoir Committee.

IX. AD-HOC COMMITTEE UPDATES

1. Williamson Act Ad-Hoc Committee (Supervisors Smith and Wilson)
2. Budget Sub Committee Ad-Hoc (Supervisors Smith and Boes)
3. Employee Hiring Ad-Hoc (Supervisors Smith and Boes)
4. East Park Reservoir Ad-Hoc Committee (Supervisors Smith and Wilson)
5. Colusa Medical Center Ad-Hoc Committee (Supervisors Boes and Smith)
6. City of Colusa WWTP#2 Annexation Ad-Hoc Committee (Supervisor Corona and Boes)
7. Janus Solar Project Ad-Hoc Committee (Supervisors Wilson and Bell)

X. SUPERVISORS' REPORTS OR COMMENTS

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XII. CLOSED SESSION

1. CLOSED SESSION: PUBLIC EMPLOYMENT
   California Government Code 54957(b). Title: County Administrative Officer.

COUNTY ADMINISTRATIVE OFFICE

2. EMPLOYEE PERFORMANCE EVALUATION
   California Government Code section 54957(b). Title: County Administrative Officer.

ADJOURN

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the purview of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of **15 minutes per issue** and each individual or group will be limited to no more than **5 minutes each**. **Note:** No Board action shall be taken on comments received.

ORDINANCES AND PUBLIC HEARINGS: If you challenge in a court action a decision of the Colusa County Board of Supervisors regarding a zoning, planning, land use, or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues (1) you or someone else raised at such public hearing, or (2) raised in written correspondence delivered to the Colusa County Board of Supervisors at, or prior to, such public hearing.

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the

County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS: Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than $250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

All supporting documentation is available for public inspection and review in the Office of the Board Clerk, 547 Market Street, Suite 102, Colusa, CA 95932 during regular business hours 8:30 a.m. to 5:00 p.m., Monday through Friday.

COUNTY OF COLUSA, CA **2.1**

Request For County Board of Supervisors Action

MEETING DATE:	**March 11, 2025**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve the February 7, 2025 Special Training/Workshop and the February 11, 2025 Regular meeting Minutes.**

Approve the February 7, 2025 Special Training/Workshop and the February 11, 2025 Regular meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Special Training/Workshop meeting on February 7, 2025 and a Regular meetings on February 11, 2025.

Fiscal Impact/Funding Source

None

Action for the Clerk

Print minutes on special paper for Minutes book, obtain signature, add to Minutes book and distribute accordingly. Scan into Laserfiche

ATTACHMENTS:

- 02-07-05 Special Meeting Minutes (PDF)
- 02-11-25 Minutes (PDF)

Board of Supervisors
J. Merced Corona, District I
Daurice K. Smith, District II
Vice-Chair
Kent S. Boes, District III,
Randy Wilson, District IV
Janice A. Bell, District V

County of Colusa
Wendy G. Tyler, CAO/Clerk to the
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COLUSA COUNTY
BOARD OF SUPERVISORS

Special Meeting Minutes

February 7, 2025

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 7th day of February 2025 at the hour of 9:05 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

I. COUNTY ADMINISTRATIVE OFFICE

1. Training Workshop - Organizational Effectiveness/Governance

Chair Smith makes opening statement about the purpose of the workshop and the County's current challenges. She states we need to focus on getting through this strategically and efficiently while we streamline our organization for the most benefit, so that we are a thriving county, not merely surviving.

Ms. Tyler states we are on many levels planning for our future. She further states we will talk about the role of what a CAO and Board of Supervisors may look like collectively to achieve the things the Chair has mentioned. She introduces Mr. Bendorf.

Mr. Bendorf shares his career choices.

Mr. Bendorf distributes and gives an overview of "Governance and Organizational Effectiveness, "Governance Mindset", Effective Boards", "Expectations-Board Members" and "Rules of the Board of Supervisors". **(Handout in file in the Clerk's Office)**

Chair Smith declares a break 10:39 a.m. reconvenes at 10:49 a.m.

Mr. Bendorf continues with his presentation.

Attachment: 02-07-05 Special Meeting Minutes (10346 : Approval of the February 7, 2025 Special Meeting and February 11, 2025 Regular

Chair Smith declares a recess at 12:00 p.m. and reconvenes at 12:45 p.m.

Mr. Bendorf continues his presentation.

Various discussions held in small groups about expectations among the Board members, Board and staff, Board and CAO.

Various discussions held in small groups about priorities for the organization.

Small group information provided to large group information provided to the large group and then reduced down to just a few items.

A list of discussed expectations and priorities will be captured in the Executive Summary to be provided in the Executive Summary to be provided by Mr. Bendorf.

Chair Smith adjourned the meeting at 3:50 a.m. to reconvene in Regular Session on February 11, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

Attest: Wendy G. Tyler,
Clerk to the Board of Supervisors

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 02-07-05 Special Meeting Minutes (10346 : Approval of the February 7, 2025 Special Meeting and February 11, 2025 Regular

Board of Supervisors
J. Merced Corona, District I
Daurice K. Smith, District II
Vice-Chair
Kent S. Boes, District III,
Randy Wilson, District IV
Janice A. Bell, District V

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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

February 11, 2025

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 11th day of February 2025 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Lauwerijssen states the State Fish and Wildlife Commission are considering removing coyotes from a critical section of CCR 472 regarding depradation. This is not a good thing. She further states this tool gives the farmers and ranchers the right to protect their livestock and crops. She states if anyone disapproves of this action there is a link on the Farm Bureau's Facebook page where you can submit comments.

REPORT OUT OF JANUARY 28, 2025 CLOSED SESSION

1. EMPLOYEE PERFORMANCE EVALUATION-California Government Code section 54957(b). Title: Public Works Director. Counsel states direction given to staff with no reportable action.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS-California Government Code section 54956.8. Property: 199 E Webster St., Colusa, CA. Property owner: County of Colusa. Proposed Purchaser: Colusa Medical Center. Negotiators: County Administrative Officer and County Counsel. Under negotiation: Price and Terms of Sale. Counsel states direction given to staff with no reportable action.

3. LIABILITY CLAIM-California Government Code section 54956.95. Claimants: Joshua Von Atzigen, Kimberly Von Atzigen, and Niklaus Von Atzigen. Agency claimed against: Colusa County. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

Attachment: 02-11-25 Minutes (10346 : Approval of the February 7, 2025 Special Meeting and February 11, 2025 Regular Meeting Minutes)

1. EMPLOYEE PERFORMANCE EVALUATION-California Government Code section 54957(b). Title: Public Works Director.

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. *Kelley McDowell v. County of Colusa, et.al.* Colusa County Superior Court Case Number CV24624.

3. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. In re Wellpath Holdings, Inc. et al., No. 24-90533, (Bankr. S.D. Tex.).

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391.

5. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

I. STAFF REPORTS

Ms. Fowler states there will be a Maxwell Community Plan meeting on Thursday, February 13, 2025 at 6 p.m. at the American Legion Hall in Maxwell. She further states that on March 25, 2025 she will be presenting the General Plan and Housing Element annual progress report. She states she will be starting a Planning Commission training workshop to provide the Commissioners with opportunities to review any process, procedures and legislative documents that govern the land use entitlement process. She states the Planning Commission reviewed the Janus Solar Project and they did not make a recommendation and the item will be coming to the Board on February 25, 2025.

Ms. Edwards states using the HAVA grant funds received, work on the security cameras and new security door have started and her office also received two new grants for additional security.

CONSENT AGENDA

Chair Smith makes time for the approval of Consent Item No.'s 1 through 12.

Supervisor Bell requests Item No. 12 be pulled and considered separately.

Chair Smith so directs.

Approve Consent Item No.'s 1 through 11.

1. BOARD OF SUPERVISORS
Approve the January 28, 2025 regular meeting Minutes.

2. APPOINTMENT/REGIONAL HOUSING AUTHORITY
Reappoint John Loudon to the Regional Housing Authority as a non-elected

Attachment: 02-11-25 Minutes (10346 : Approval of the February 7, 2025 Special Meeting and February 11, 2025 Regular Meeting Minutes)

appointee effective January 31, 2025 to January 31, 2028. **(Application received: John Loudon)**

3. AG COMMISSIONER

Approve Contract No. **C25-010** (No. 24-0680-005-SF) with **California Department of Food and Agriculture (CDFA),** for the European Grapevine Moth (EGVM) Program, effective January 1, 2025.

4. COUNTY ADMINISTRATIVE OFFICE/PURCHASING/HEALTH & HUMAN SERVICES

Ratify Contract No. **C25-011** Change Order 1 and Contract No. **C25-012** Change Order 2 with **Matthews Specialty Vehicles** for the mobile medical unit van upgrading sink controls to foot control and then to IR, due to obsolescence of previously specified controls.

5. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES

Approve Lease Agreement No. **C25-013** with **US Bank** and Maintenance Agreement No. **C25-014** with **Advanced Document Concepts** for the Health & Human Services copier for the Eligibility division and authorize the Purchasing Agent to sign.

6. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C25-015** with **Johnson's House of Sobriety** for sober transitional housing facility services for the Behavioral Health Department.

7. PURCHASING AND PROCUREMENT

Approve Purchase Order No. 47501212025 with Gateway Mattress Co. for mattresses at the Migrant Housing Center and authorize the Purchasing Agent to sign the purchase order.

8. PURCHASING AND PROCUREMENT

Approve Contract No. **C25-016** 1st Modification with **Reinard W. Brandley,** extending the term of the contract to August 29, 2025.

9. PURCHASING AND PROCUREMENT

Approve Contract No. **C25-017** 4th Modification with **Caporusso Communications** to provide public information services, effective February 1, 2025.

10. PURCHASING AND PROCUREMENT/473

Approve Contract No. **C25-018 West Coast Arborists, Inc.** Proforma #89901, in an amount not to exceed $15,225.00, for the removal of trees at the Colusa Veteran's Hall and authorize the Purchasing Agent to sign said Proforma.

11. PURCHASING AND PROCUREMENT

Approve Contract No. **C25-019** 1st Modification with **Capitol Elevator Co., Inc.** to update the firm name to **KONE INC.** and extend the term to May 31, 2025.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bell
SECONDER:	Boes
AYES:	Wilson, Corona, Boes, Smith, Bell

Attachment: 02-11-25 Minutes (10346 : Approval of the February 7, 2025 Special Meeting and February 11, 2025 Regular Meeting Minutes)

Chair Smith makes time for Consent Item No. 12.

SHERIFF/OES

12. Adopt **Resolution No. 25-004** approving the 2024 updated Federal Emergency Management Agency (FEMA) approved Local Hazard Mitigation Plan (LHMP) for the County of Colusa.

Comments received by Ms. Olivares.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bell
SECONDER:	Wilson
AYES:	Wilson, Corona, Boes, Smith, Bell

III. HUMAN RESOURCES

1. Adopt the Revised Job Class Table Reflecting the Title Change from Director of Information Technology to Information Technology Manager, effective February 1, 2025. Further, Retroactively Approve the Corrected Job Class Table for Elected Officials, for the period of January 1, 2023 to December 31, 2023, and Job Class Table for Elected Officials in effect as of January 1, 2024.

Comments received by Ms. Rhodes.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Corona
SECONDER:	Bell
AYES:	Wilson, Corona, Boes, Smith, Bell

IV. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Invoice#	Fund/Dept.	Vendor	Amount
57099	Probation	Corrections Software Sol.	$1,560.00

Comments received by Ms. Moore.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Corona
SECONDER:	Boes
AYES:	Wilson, Corona, Boes, Smith, Bell

2. Presentation on Loss Prevention and Safety activities.

Comments received by Mr. Prado.

V. BOARD OF SUPERVISORS

1. Approve Letter of Support for Collaborative Combat Aircraft Missions at Beale Air Force Base.

Attachment: 02-11-25 Minutes (10346 : Approval of the February 7, 2025 Special Meeting and February 11, 2025 Regular Meeting Minutes)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bell
SECONDER:	Wilson
AYES:	Wilson, Corona, Boes, Smith, Bell

2. Reappoint Jeremiah Karlonas, (Dist. 3), John Alvernaz, (At Large), Stephen Dieves, (Dist. 2), Jon Wrysinski, (At Large) and Harry Peterson, (Dist. 4 Member) to the Colusa County Fish and Game Commission effective January 7, 2025 to January 6, 2029. **(Applications Received: John Alvernaz, Jeremiah Karlonas. Stephen Dieves, Jon Wrysinski and Harry Petersen)**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bell
SECONDER:	Boes
AYES:	Wilson, Corona, Boes, Smith, Bell

Mr. Azevedo announces there are road closed signs posted in some areas due to flooding and warns everyone to please do not go around the posted signs.

9:30 a.m. **PUBLIC HEARING**

Chair Smith makes time for a Public Hearing to consider the issuance of an assembly license for Viive Events LLC, for a lantern festival to be held in the Spring of 2025 located at the East Park Reservoir subject to any conditions imposed by the Board.

Comments received by Mr. Azevedo.

9:32 a.m. Chair Smith opens the Public Hearing and calls for public comment.

Comments received by Mr. Benguerel and he distributes handout from the California State Fire Marshal regarding Sky Lanterns. **(Handout on file in Clerk's office)**

Comments received by Mr. Azevedo.

9:35 a.m. Chair Smith calls for additional public comments. Hearing none, Chair Smith closes the Public Hearing.

PUBLIC WORKS/ROAD DEPARTMENT

1. Approve issuance of an assembly license for Viive Events LLC, for a lantern festival to be held in the Spring of 2025 located at the East Park Reservoir subject to any conditions as indicated in memo of February 11, 2025.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Corona
SECONDER:	Wilson
AYES:	Wilson, Corona, Boes, Smith, Bell

VI. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meetings/functions attended:

Colusa Groundwater Authority Board of Directors meeting

Attachment: 02-11-25 Minutes (10346 : Approval of the February 7, 2025 Special Meeting and February 11, 2025 Regular Meeting Minutes)

Janus Solar Ad-Hoc meetings
Retirement Party for Greg Plucker
Fair Board meeting
Colusa County Closed Loop Referral meeting
Farm Show
Colusa County Continuum of Care meeting
LAFCo meeting
Special Board meeting
Donated shotgun to Youth Shooting Club
Met with PG&E Government Liaison
Met with SRFD Fire Chief regarding flooding and road closures
Correspondence with Constituents regarding businesses affected by high water and other issues

Supervisors Corona
Meeting/functions attended:
Special Board meeting
Pierce H.S. Basketball Homecoming
LAFCo meeting
Worked on finding a Groundwater Commissioner
Worked on encroachment on County property
Received calls from Constituents regarding pot holes, nuisance tree and sidewalk hazards

Supervisor Boes
Meetings/functions attended:
CSAC Executive Committee Leadership Forum
CSAC Child Care Working Group
Farm Show
Latino Caucus of CA Counties
Special Board meeting
Met with Behavioral Health Director
MHSA Stakeholder meeting
Budget Ad-Hoc meeting

Supervisor Wilson
Meetings/functions attended:
Retirement Party for Greg Plucker
Spoke with Ben Ritchie from DeNovo regarding Maxwell Community Plan
Janus Solar Ad-Hoc meetings
Farm Show
Met with CAO regarding a few issues
Checked on road issue near Sites
Spoke with Stonyford Museum Director regarding a Community meeting
Spoke with Constituent regarding property issues
Special Board meeting
Meeting with Maxwell Fire Department and Sites JPA

Supervisor Smith
Meetings/functions attended:
Transportation and Transit meeting

Attachment: 02-11-25 Minutes (10346 : Approval of the February 7, 2025 Special Meeting and February 11, 2025 Regular Meeting Minutes)

Retirement Party for Greg Plucker
Judged Arbuckle FFA Interview Competition
Agenda Review
Budget Ad-Hoc meeting
Special Board meeting

VII. AD-HOC COMMITTEE UPDATES

1. Williamson Act Ad-Hoc Committee (Supervisors Smith and Wilson)

Supervisor Wilson states he has not been to any meetings yet. Supervisor Smith states they are in the middle of revising the policies because some holders are not in compliance with the act.

Comments received by Ms. Lauwerijssen.

2. Budget Sub Committee Ad-Hoc (Supervisors Smith and Boes)

Supervisor Boes states they are meeting and developing the budget instructions and they should be out by mid-March. Supervisor Smith states they are now meeting on a monthly basis.

3. Employee Hiring Ad-Hoc Committee (Supervisors Smith and Boes)

Supervisor Smith states any department looking to hire have to bring the item before the Ad-Hoc to be reviewed. Supervisor Boes states since the time the Ad-Hoc was created departments have only been denied a couple of positions.

4. East Park Reservoir Ad-Hoc Committee (Supervisors Smith and Wilson)

Supervisor Smith states they are trying to bring awareness and support to the park. She further states they are trying to bring more events to benefit the community and County.

5. Colusa Medical Center Ad-Hoc Committee (Supervisors Boes and Smith)

Smith states Colusa Medical Center has expressed interest in buying the property. Supervisor Corona states he is interested in sitting on this Ad-hoc.

6. City of Colusa WWTP#2 Annexation Ad-Hoc Committee (Supervisor Corona and Boes)

Supervisor Boes that they have not met yet and are waiting for the new application.

7. Janus Solar Project Ad-Hoc Committee (Supervisors Wilson and Bell)

Supervisor Bell states this Ad-Hoc was created to address concerns for a large solar project and would be precedent setting for Colusa County. She further states they have been meeting regularly to make sure that everything is addressed. Supervisor Wilson states he has had two meeting so far and RWE has tried to address all concerns.

Attachment: 02-11-25 Minutes (10346 : Approval of the February 7, 2025 Special Meeting and February 11, 2025 Regular Meeting Minutes)

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Supervisor Boes states the State budget will be different in May and when a new Executive Order comes out, just wait a few days and see what the outcome is. He states he will be in DC at the end of February beginning of March for the NACo Legislative conference and he will gather information and bring it back to the Board.

Chair Smith declares a recess at 10:02 a.m. to reconvene in Closed Session.

IX. CLOSED SESSION

1. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: Public Works Director.

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. *Kelley McDowell v. County of Colusa, et.al.* Colusa County Superior Court Case Number CV24624.

3. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. In re Wellpath Holdings, Inc. et al., No. 24-90533, (Bankr. S.D. Tex.).

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391

5. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

Chair Smith adjourned the meeting at 12:19 p.m. to reconvene in Regular Session on February 25, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

Attest: Wendy G. Tyler,
Clerk to the Board of Supervisors

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 02-11-25 Minutes (10346 : Approval of the February 7, 2025 Special Meeting and February 11, 2025 Regular Meeting Minutes)

COUNTY OF COLUSA, CA **2.2**

Request For County Board of Supervisors Action

MEETING DATE: **March 11, 2025**

DEPARTMENT: **Health and Human Services**

FROM: **Kirill Obraztsov**

SUBJECT: **Senior Nutrition Subcontract with Chico State Enterprises**

Approve Subcontract (Agreement No. A25-0006-S002) and Amendment A1 (A25-0006-S002-A01) with the **Chico State Enterprises**, for Senior Nutrition Program funding, effective July 1, 2024, and authorize County Administrative Officer to sign.

Detailed Description/Background of request

This is an Agreement between the County of Colusa Department of Health and Human Services and Chico State Enterprises for Senior Nutrition services through Colusa County.

The Department of Health and Human Services (DHHS) has partnered with California State University Chico Research Foundation since 2005 to provide nutrition services to senior citizens in Colusa County. Services include provision of meals in a congregate setting and those that are home-delivered. Nutrition Education and risk-screening services are also provided under this program, as well as a comprehensive nursing assessment. Funding for these services is granted to the Research Foundation and then subcontracted to local entities for direct service provision to county residents. Under the terms of the agreement, the County of Colusa Health & Human Services will serve up to 3,000 Congregate Meals and up to 14,000 Home Delivered Meals to residents of Colusa County.

The total award of this Subcontract, including Amendment A1, is $154,620 to through the 6/30/2025.

Prior Board Action

C21-012, C21-214, C22-061, C23-027, C23-247

Fiscal Impact/Funding Source

The total amount of these revenue agreements is $154,620 for food assistance. No impact on County General Fund.

Action for the Clerk

Please obtain signatures on Subcontract (Agreement A25-0006-S002) and Amendment A1 (A25-0006-S002-A01) and return signed copy in pdf format to Skye Gebhart at sgebhart@csuchico.edu and Joel Chan at jtchan@csuchico.edu. Please cc Kirill Obraztsov at DHHS in communication email.

ATTACHMENTS:

- Subaward A25-0006-S002-Colusa DHHS (PDF)
- Attachment F - Prime MOU (PDF)
- Attachment G - Program Guide (PDF)
- Sub Amd A25-0006-S002-A01 Colusa DHHS (PDF)

SUBAWARD

SUBAWARD NUMBER	AM. NO.
A25-0006-S002	
SUBRECIPIENT IDENTIFICATION NUMBER	

THIS SUBAWARD, made and entered into in the State of California, by and between **Chico State Enterprises,** hereafter called **Recipient**, and

Colusa County Department of Health & Human Services , hereafter called Subrecipient

Recipient, on behalf of its program, the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AAA-2425-03 (Prime), from California Department of Aging, to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Recipient is entering into this Subaward with Subrecipient in order to facilitate the goals and objectives set forth in the Prime.

Subrecipient agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subaward shall commence **7/1/2024** and will end **6/30/2025**. The maximum amount of this Subaward is **$ 139,800.00** from the following funding source:

Funding Source	**C1 Nutrition**	**C2 Nutrition**
Federal	$ 19,550.00	$ 45,165.00
State General Fund	$ 3,380.00	$ 10,559.00
State FG Augmentation	$ 8,479.00	$ 47,760.00
NSIP	$ 1,750.00	$ 3,157.00
Total Groups	**$ 33,159.00**	**$ 106,641.00**
Grand Total	**$ 139,800.00**	

Subrecipient agrees to provide Nutrition Services under the Title III B program and the parties agree to comply with the terms and conditions of the following exhibits that are made a part of the Subaward Agreement by this reference:

Exhibit A1 – Scope of Work
Exhibit A2 – Scope of Services
Exhibit B1 – Subrecipient Budget Detail
Exhibit B2 – Budget Detail, Payment Provisions, and Closeout
Exhibit C – General Terms and Conditions
Exhibit D – General Program Guide Terms and Conditions
Exhibit E – Specific Program Guide Terms and Conditions
Exhibit F – Prime Award – CDA MOU AAA-2425-03
Exhibit G – CDA Program Guide (released 4.10.2024)

RECIPIENT	**SUBRECIPIENT**
CHICO STATE ENTERPRISES	**Colusa County Department of Health & Human Services**
BY: (AUTHORIZED SIGNATURE) DATE	BY: (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Susan Podesta Director, Sponsored Programs	PRINTED NAME AND TITLE OF PERSON SIGNING Elizabeth Kelly Director
ADDRESS/E-MAIL 25 Main Street, Suite 203, Chico, CA 95928-5388 swpodesta@csuchico.edu	ADDRESS/E-MAIL 251 E. Webster Street, Colusa, CA 95932 Elizabeth.kelly@countyofcolusa.com

Attachment: Subaward A25-0006-S002-Colusa DHHS (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Exhibit A1
Scope of Work

ARTICLE I. PROGRAM DEFINITIONS (Program Guide § 4.3)

Definitions Specific to Title III Programs

1. **Eligible Service Population for Title III B** 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 Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 125, 7127, 7130, 7135 and 7638.7]

2. **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.

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

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

5. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a Subrecipient, or other local resources that qualify as match for the Contract funding.

6. **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.).

7. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

8. **One-Time-Only Funds** means:

   a. Titles III federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

   b. Title III federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]

   c. Supplemental Title III program funds allocated by the Administration on Aging to CDA as a result of the federal reallotment process. [22 CCR 7314(a)(8)]

9. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

10. **Program Income** means revenue generated by the Recipient or the Subrecipient from contract-supported activities and may include:

    a. Voluntary contributions received from a participant or other party for services received.

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b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

c. Royalties received on patents and copyrights from contract-supported activities.

d. Proceeds from the sale of goods created under an AAA Subaward agreement.

11. **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.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

12. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

ARTICLE II. TITLE III SCOPE OF WORK (Program Guide § 4.4)

The Subrecipient shall:

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1. Implement the statutory provisions of the Title III Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subrecipient shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, RECIPIENT. #1

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from RECIPIENT and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements. #3

3. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services. #7

4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B). #8

5. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C). #9

6. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D). #10

7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721. #11

8. Facilitate RECIPIENT's subcontracting process. #12

9. Facilitate RECIPIENT's process of review, approval, and monitoring of Subrecipient's budgets and expenditures and any subsequent amendments and revisions to budgets. Subrecipient shall, to the extent feasible, ensure that all budgeted funds are expended by the end of the term of each

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agreement. #13

10. Facilitate RECIPIENT's process of monitoring, on an ongoing basis, Subrecipient's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subrecipient administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. #14

11. RECIPIENT must follow up and ensure that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2. #14

12. If this Subaward Agreement is for the provision of nutrition services, facilitate RECIPIENT's monitoring of nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:

    a. Inspection of non-food preparation nutrition sites at least every other year.

    b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.

    c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

13. If this Subaward Agreement is for the provision of nutrition services, maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. Subrecipient's nutrition program shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

14. Request, as needed, from RECIPIENT, support and technical assistance for direction, guidance, and interpretation of instructions to include client and performance data. #15

15. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures. #16

16. Provide program information and assistance to the public. #17

17. Maintain a program data collection and reporting system as specified in Exhibit E of this Subaward agreement. #18

18. Recognize and utilize as appropriate the focal points designated by the AAA, as specified in 42 U.S.C. 3026(a)(8)(C)(i)-(iii), for comprehensive service delivery in the community:

    a. Area 3 Agency on Aging Office, 25 Main Street, Suite 202, Chico, CA 95928-5388
    b. Chico Area Recreation District, 545 Vallombrosa, Chico, CA 95926
    c. Senior Center, 1335 Myers Street, Oroville, CA 95965
    d. Colusa Multipurpose Senior Center, 10th and Parkhill, Colusa, CA 95932
    e. Orland Senior Center, 19 Walker Street, Orland, CA 95963
    f. Willows Senior Center, 556 E. Sycamore, Willows, CA 95988
    g. Wildwood Senior Center, 366 Meadowbrook Lane, Chester, CA 96020
    h. Portola Senior Citizen's Club, 449 W. Sierra, Portola, CA 96122
    i. Veteran's Memorial Hall, 274 Lawrence, Quincy, CA 95971
    j. Mohawk Resource Center, Highway 89, Graeagle, CA
    k. Corning Senior Center, 1015 Fourth St, Corning, CA 96021

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l. Los Molinos Senior Center, 25199 Josephine, Los Molinos, CA 96055
m. Red Bluff Multipurpose Senior Center, 1500 S Jackson, Red Bluff, CA 96080 #21

19. If this Subaward Agreement is for the provision of nutrition services, Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).

20. If this Subaward Agreement is for the provision of nutrition services, Offer a meal to a volunteer under-age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Subrecipient shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

21. If this Subaward Agreement is for the provision of nutrition services, Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

22. If this Subaward Agreement is for the provision of nutrition services, Report a meal only once either as a Title III meal or a Title VI meal.

23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement. #22

24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

25. If this Subaward Agreement is for the provision of nutrition services, Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance.

26. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, the AAA, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

ARTICLE III. Title III C (Nutrition Services) and Nutrition Services Incentive Program (Program Guide § 4.4.3)

The AAA shall:

1. Comply with all provisions in CCR 7630 – 7638.13 Elderly Nutrition Program.

2. On an ongoing basis, Recipient shall monitor the Sub-recipient's use of Federal and State funds through reporting, site visits, regular contact, or other means to assure the Subrecipient administers Federal and State awards in compliance with laws, regulations, and this subaward and that performance goals are achieved. Subrecipient shall ensure that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every

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year for Title III C-1 and Title III C-2. Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

3. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by AAA that assures all sites are seen systematically, but not necessarily every year. The Subrecipient Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures shall guarantee the following:

    a. Inspection of non-food preparation nutrition sites at least every other year.

    b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.

    c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

4. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. The AAA and subrecipient shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

5. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).

6. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The AAA or the Subrecipient shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

7. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

8. Report a meal only once either as a Title III meal or a Title VI meal.

9. Ensure Title III C meals meet the nutrition requirements of meals:

    a. Comply with the most current Dietary Guidelines for Americans

    b. Provide one-third of the Dietary References Intakes (DRI) if providing one meal per day, two-thirds of the DRI if providing two meals per day, and 100% of the DRIs if providing three meals per day.

    c. Comply with the Older Californians Nutrition Program Menu Guidance.

10. Develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

11. Annually assess each Title III C-1 and C-2 client's nutrition risk using the DETERMINE Your Nutritional Health checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]

    a. Title IIIC intake forms must include the DETERMINE Your Nutritional Risk Health checklist questions and scoring as indicated in the Title IIIC – Intake and Assessment Forms Guide.

12. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.

    a. Comply with provisions for voluntary contributions in Section 4.4. [OAA §325(b)]

    b. The nutrition services provider must develop a suggested amount. When developing this contribution amount, the income ranges of the older individuals in the community and the

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provider's other sources of income shall be considered. [CCR 7638.9.(b)]

(1) Title III C-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9.(c)]

(2) Title III C-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions.

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EXHIBIT A2
SCOPE OF SERVICE

Subrecipient agrees to provide the following legal assistance and meet the following performance goals in compliance with the Older Americans Act, Title III, Subpart C regulations:

A. SERVICE OBJECTIVES

Subrecipient shall provide the following services on a regular basis by the close of this Agreement on June 30, 2025:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

    a. Subrecipient will provide 3,000 congregate meals at nutrition sites in Colusa County from July 1, 2024 through June 30, 2025.

    b. Subrecipient will provide 14,000 home-delivered meals in Colusa County from July 1, 2024 through June 30, 2025.

2. Nutrition Education (number of persons attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.

    a. Subrecipient will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.

    b. Subrecipient will provide a minimum of one in each quarter of the grant year.

    c. Subrecipient will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.

    d. Not more than $3,750 shall be budgeted for this activity.

3. In-Service Training: Subrecipient will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of food borne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.

4. Food Safety Certification: Subrecipient will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.

5. Nutrition Risk Assessment: Subrecipient will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.

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6. Monitoring of food facilities: Subrecipient will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the subrecipient shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitoring shall be submitted to the Area 3 Agency on Aging.

7. Monitoring of Home-Delivered Routes: Subrecipient will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitoring shall be submitted to the Area 3 Agency on Aging.

8. Satisfaction Survey: Subrecipient will provide participants with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.

9. Subrecipient will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day	Martin L. King Day
Lincoln's Birthday	Washington's Birthday	Memorial Day

10. Subrecipient will serve the geographic area of Colusa County. Nutrition services will be available at a minimum, in Colusa.

B. TARGET POPULATION OBJECTIVES

1. Subrecipient will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served. Additionally those older persons at risk of institutionalization should be given priority.

Target Population in Greatest Social and Economic Need (Combined C-1, C-2)	Unduplicated Persons To Be Served	
	C-1	C-2
Total New Seniors	10	10
New Low Income	4	8
New Minority	7	14

C. REPORTING (Program Guide §4.9)

1. Subrecipient shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.

2. Budget must make provision for payment of database usage to RTZ.

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3. All employees involved in data collection or data entry shall be finger printed. All of said employees will complete the CDA Form 1024 – Information Privacy and Security Training by July 31, 2024 or within 30 days of hire.

4. Performance by Subrecipient shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.

5. For performance objectives falling below 85% of the contracted level of units of service, Subrecipient must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.

6. Subrecipients are required to meet all reporting and submittal deadlines. Any subrecipient who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subrecipient who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.

7. Failure of Subrecipient to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

D. COMPENSATION

1. Subrecipient shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to 1/12th of the total award amount each month, but there may be months where the costs are higher or lower. Subrecipient is responsible for monitoring the status of the grant funds reported each month to ensure excess funds are not being requested which would result in a deficit at the end of the year. Subrecipient may request an advance of up to 1/12th of the total available funding, but such advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.

2. At closeout, Subrecipient shall be compensated by Agency for all eligible senior meal expenses not to exceed maximum grant award upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.

3. The total compensation for congregate to Subrecipient shall not exceed the maximum available funding of $ 31,409.

4. The total compensation for home-delivered to Subrecipient shall not exceed the maximum available funding of $ 103,484.

5. The NSIP award will be available not to exceed $ 1,750 for congregate and $ 3,157 for home-delivered for a total of $ 4,907

E. MATCHING CONTRIBUTION

Subrecipient shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subrecipient's matching contribution.

F. EQUIPMENT PURCHASE

Equipment purchase must be on the budget and approved before purchase.

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Exhibit B1
Sub-Recipient Budget Detail

TITLE IIIC1 CONGREGATE NUTRITION BUDGET

Agency: Colusa County DHHS
Budget Period: July - June (12 months)
Fiscal Year: 2024-2025 (X) Original Budget ( ) Revision No. ___
Date: 9/23/2024

			Contracted # of Meals:	
			3000	
		(a) Budgeted		
COST CATEGORY		Costs	(i) Congregate Meals	(ii) Nutrition Education
(1) Personnel	Cash	$1,084	$741	$343
	In-Kind	$0		
(2) Fringe Benefits	Cash	$680	$495	$185
	In-Kind	$0		
(3) Staff Travel	Cash	$22	$22	
	In-Kind	$0		
(4) Staff Training	Cash	$44	$44	
	In-Kind	$0		
(5) Property/Equipment*	Cash	$0		
	In-Kind	$0		
(6) Supplies	Cash	$1,420	$1,420	
	In-Kind	$0		
(7) Consultants	Cash	$10,747	$10,747	
	In-Kind	$0		
(8) Food Costs	Cash	$16,502	$16,502	
	In-Kind	$0		
(9) Other Costs	Cash	$34,520	$34,520	
	In-Kind	$0		
(9) Allocated Direct Costs	Cash	$0		
	In-Kind	$0		
(10) Total Direct Costs	Cash	$65,019	$64,491	$528
	In-Kind	$0	$0	$0
(11) Indirect Costs @ 10% MAX	Cash	$6,502	$6,502	
	In-Kind	$0		
(12) Subrecipient Costs	Cash	$0		
	In-Kind	$0		
(13) TOTAL COSTS	Cash	$71,520	$70,992	$528
	In-Kind	$0	$0	$0

		(b) Budgeted		
FUNDING CATEGORY		Funds	(i) Congregate Meals	(ii) Nutrition Education
(14) USDA NSIP	Cash	$1,750	$1,750	
	In-Kind	$0		
(15) Non-Matching	Cash	$0		
	In-Kind	$0		
(16) Matching	Cash	$36,961	$36,433	$528
	In-Kind	$900	$900	
(17) Grant Related Income	Cash	$500	$500	
	In-Kind	$0		
(18) Title IIIC1 State GF Grant Funds	Cash	$11,859	$11,859	
	In-Kind	$0		
(19) Title IIIC1 Federal Grant Funds	Cash	$19,550	$19,550	
	In-Kind	$0		
(20) TOTAL FUNDING	Cash	$70,620	$70,092	$528
	In-Kind	$900	$900	$0

MATCH CHECK		(c) Match	(i) Congregate Meals	(ii) Nutrition Education
Total Match		$37,861	$37,333	$528
10.53% Minimum		53%	53%	100%

* (!) IT EQUIPMENT AND EQUIPMENT VALUED OVER $4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

REV 12/21/2023

Attachment: Subaward A25-0006-S002-Colusa DHHS (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

TITLE IIIC2 HOME-DELIVERED NUTRITION BUDGET

Agency: Colusa County DHHS
Budget Period: July - June (12 months)
Fiscal Year: 2024-2025 (X) Original Budget ( ) Revision No. ___
Date: 9/23/2024

			Contracted # of Meals:	
			14000	
		(a) Budgeted		
COST CATEGORY		Costs	(i) Home-Delivered Meals	(ii) Nutrition Education
(1) Personnel	Cash	$17,346	$15,749	$1,597
	In-Kind	$0		
(2) Fringe Benefits	Cash	$9,803	$8,940	$863
	In-Kind	$0		
(3) Staff Travel	Cash	$103	$103	
	In-Kind	$0		
(4) Staff Training	Cash	$206	$206	
	In-Kind	$0		
(5) Property/Equipment*	Cash	$0		
	In-Kind	$0		
(6) Supplies	Cash	$0		
	In-Kind	$0		
(7) Consultants	Cash	$50,143	$50,143	
	In-Kind	$0		
(8) Food Costs	Cash	$57,259	$57,259	
	In-Kind	$0		
(9) Other Costs	Cash	$7,590	$7,590	
	In-Kind	$0		
(9) Allocated Direct Costs	Cash	$0		
	In-Kind	$0		
(10) Total Direct Costs	Cash	$142,450	$139,990	$2,460
	In-Kind	$0	$0	$0
(11) Indirect Costs @ 10% MAX	Cash	$14,245	$14,245	
	In-Kind	$0		
(12) Subrecipient Costs	Cash	$0		
	In-Kind	$0		
(13) TOTAL COSTS	Cash	$156,695	$154,235	$2,460
	In-Kind	$0	$0	$0

		(b) Budgeted		
FUNDING CATEGORY		Funds	(i) Home-Delivered Meals	(ii) Nutrition Education
(14) USDA NSIP	Cash	$3,157	$3,157	
	In-Kind	$0		
(15) Non-Matching	Cash	$0		
	In-Kind	$0		
(16) Matching	Cash	$48,554	$46,094	$2,460
	In-Kind	$900	$900	
(17) Grant Related Income	Cash	$500	$500	
	In-Kind	$0		
(18) Title IIIC2 State GF Grant Funds	Cash	$58,319	$58,319	
	In-Kind	$0		
(19) Title IIIC2 Federal Grant Funds	Cash	$45,165	$45,165	
	In-Kind	$0		
(20) TOTAL FUNDING	Cash	$155,695	$153,235	$2,460
	In-Kind	$900	$900	$0

MATCH CHECK		(c) Match	(i) Home-Delivered Meals	(ii) Nutrition Education
Total Match		$49,454	$46,994	$2,460
10.53% Minimum		32%	30%	100%

* (!) IT EQUIPMENT AND EQUIPMENT VALUED OVER $4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

REV 12/

Attachment: Subaward A25-0006-S002-Colusa DHHS (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Exhibit B2
Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (Program Guide § 3.15)

A. Expenditure of Funds (Program Guide § 3.15.1)

1. The Subrecipient 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.

   a. Mileage/Per Diem (meals and incidentals)/Lodging: https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

   b. Out of State: http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

   This is not to be construed as limiting the Subrecipient from paying any differences in costs, from funds other than those provided by RECIPIENT, between the CalHR rates and any rates Subrecipient 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 RECIPIENT. [SCM 3.17.2.A(4)]

   Subrecipient agrees to include these requirements in all lower tiered subaward agreements it enters into with sub-subcontractors to provide services pursuant to this Subaward Agreement.

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

B. Accountability for Funds (Program Guide § 3.15.2)

1. Subrecipient 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 Subrecipient and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

C. Financial Management Systems (Program Guide § 3.15.3)

Subrecipient shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

a. Financial Reporting.
b. Accounting Records.
c. Complete Disclosure.
d. Source Documentation.
e. Internal Control.
f. Budgetary Control.
g. Cash Management (written procedures).
h. Allowable Costs (written procedures).

D. Unexpended Funds (Program Guide § 3.15.4)

Attachment: Subaward A25-0006-S002-Colusa DHHS (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Upon termination, cancellation, or expiration of this Subaward Agreement, or dissolution of the entity, the Contractor shall return to the Recipient 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.

E. Funding Contingencies (Program Guide § 3.15.5)

1. It is understood between the parties that this Subaward Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Subaward Agreement were executed after that determination was made.

2. This Subaward 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 purposes of this program(s). In addition, this Subaward Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Subaward Agreement in any manner.

3. Limitation of Liability of RECIPIENT and/or State (Program Guide § 3.15.6**)**

   Payment for performance by the Subrecipient shall be dependent upon the availability of future appropriations by the California Legislature or Congress for the purposes of this Subaward, approval by RECIPIENT of Subrecipient's budget, and approval by the State of RECIPIENT's itemized Area Plan Budget incorporating Subrecipient's budget.

   No legal liability on the part of the State nor the RECIPIENT may arise under this Subaward until funds are made available, Subrecipient's budget has been received and approved by RECIPIENT, the State has approved RECIPIENT's itemized Area Plan Budget incorporating Subrecipient's budget, and Subrecipient has received an executed Subaward.

4. Funding Reduction(s) (Program Guide § 3.15.7)

   a. If funding for any State fiscal year is reduced or deleted by the California Department of Aging, California Department of Finance, California Legislature, or Congress for the purposes of this program, RECIPIENT shall have the option to either:

      1. Terminate Subrecipient pursuant to Exhibit D., Article X or

      2. Offer a Subaward amendment to Subrecipient to reflect the reduced funding for this Subaward.

   b. In the event that RECIPIENT elects to offer an amendment, it shall be mutually understood by both parties that:

      1. RECIPIENT reserves the right to determine which subcontracts, if any, under this program shall be reduced.

      2. Some subcontracts may be reduced by a greater amount than others, and

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

F. Interest Earned (Program Guide § 3.15.8)

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1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RECIPIENT. Interest amounts up to $500 per year may be retained by the Subrecipient for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]

3. Subrecipient must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]

    a. The Subrecipient receives less than $120,000 in federal awards per year.

    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.

    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.

    d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION (Program Guide § 4.5)

A. **Budget & Budget Revision**

1. Subrecipient shall be compensated for expenses only as itemized in Subrecipient's budget then most recently approved by RECIPIENT and shall not be entitled to payment for those expenses until review and approval by RECIPIENT of Subrecipient's budget and until review and approval by the State of RECIPIENT's Area Plan Budget incorporating Subrecipient's budget. Subrecipient's Budget as approved by RECIPIENT is hereby incorporated by reference into this Subaward Agreement as a part of Exhibit B.

2. At any time during the Subaward period, RECIPIENT may request that Subrecipient revise its budget to reflect changes in funding levels, or to more closely align with realistic projections of service levels, income, or expense.

3. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Subrecipient's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:

    a. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
    b. Fringe Benefits.
    c. Contractual Costs – Subaward and consultant cost detail.
    d. Indirect Costs.
    e. Rent - specify square footage and rate.
    f. Supplies.
    g. Equipment - detailed descriptions and unit costs.
    h. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
    i. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
    j. Other Costs - a detailed list of other operating expenses.

B. **Indirect Costs (Program Guide § 4.5.1)**

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

2. Subrecipients 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.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting minimum matching requirements.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. **Program Income (Program Guide § 4.6)**

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Title IIIB, IIIC, Program Income must be spent before Subaward funds (except as noted in 4) and may reduce the total amount of Subaward funds payable to the Subrecipient.

4. For Title IIIB and IIIC programs, if Program Income is earned by Subrecipient in excess of the amount reported in Subrecipient's last RECIPIENT-approved budget, and if aggregate Program Income earned by all providers and RECIPIENT exceeds the amount reported in RECIPIENT's last CDA-approved Area Plan Budget, a proportionate share of the aggregate excess amount attributable to Subrecipient may be deferred for use during the first quarter of the following contract budget period, if said following contract budget period is the last quarter of the federal fiscal year.

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

6. Program Income may not be used to meet the matching requirements of this Subaward Agreement.

7. Program Income must be used to expand baseline services.

B. **One-Time Only (OTO) Funds (Program Guide § 4.6.1)**

One-Time-Only funds are grant funds which are additional to Subrecipient's baseline award. If awarded, One-Time-Only funds will be awarded by formal amendment of this Subaward Agreement, will be identified by the AAA as "one-time-only" or "OTO" in said amendment, and shall not be expended by Subrecipient for any purpose other than the specific purpose or purposes set forth in said amendment.

1. Titles III federal Program OTO funds shall only be used for the following purposes:

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a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

c. Innovative pilot projects that are approved in advance by CDA and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

d. OTO funds can be used to maintain or increase baseline services. However, Subrecipient shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Subaward period.

2. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. **Matching Contributions (Program Guide § 4.6.2)**

"Matching Contributions" means local cash and/or in-kind contributions made by the Subrecipient, a sub-Subrecipient, or other local resources that qualify as match for the Subaward funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Subrecipient.

3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Program Guide § 4.7)

A. Subrecipient may make written request to RECIPIENT for approval of a revision to Subrecipient's budget, but RECIPIENT may withhold such approval if such revision might cause RECIPIENT not to comply with any restrictions regarding revisions to the Area Plan Budget approved by the Department of Aging, or if sufficient funds are not available.

B. The final date to submit a request for a budget revision initiated by Subrecipient is December 15th of the Subaward Agreement period for a budget revision requiring a transfer of funds between Title IIIB, IIIC-1, or IIIC-2, unless otherwise specified by RECIPIENT.

C. The final date to submit a request for a budget revision containing line item adjustments only, and not requiring such transfer of funds, is March 30th.

D. Matching Requirements

1. The required program matching contribution for Title IIIB and IIIC is 10.53 percent.

2. Minimum matching requirements for Title IIIB and IIIC are calculated on net costs, which are total costs less program income, NSIP, and non-matching contributions.

3. Program matching contributions for Title IIIB and IIIC can be pooled to meet the minimum requirement of 10.53%.

4. Matching contributions generated in excess of the minimum required are considered overmatch.

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E. Equipment

Equipment /Property with per unit cost over $5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from RECIPIENT. To request approval for specific equipment items, requests with justifications shall be sent to sgebhart@csuchico.edu. Such items must also be included in Recipient's approved Area Plan Budget. Please note an approved budget is not approval for equipment purchase.

ARTICLE V. PAYMENTS (Program Guide § 4.8)

A. For Title III B and III C Programs, the Subrecipient shall prepare and submit to RECIPIENT a monthly expenditure report and request for payment, in a format determined by RECIPIENT, no later than the 20th calendar day of each month. The report shall include all costs and funding sources for the month prior, including NSIP for III C programs.

B. RECIPIENT shall review requests for payment to ensure compliance with the approved Subaward budget and will analyze current cash needs.

C. RECIPIENT shall pay Subrecipient a total not to exceed the maximum amount specified herein. Payments to Subrecipient will be made after Enterprises receives funds from the Prime agency.

D. RECIPIENT may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Subrecipient, until such time as RECIPIENT determines that the financial management standards are met.

E. Maximum Funds Available

In consideration of the timely performance of the Subrecipient in a manner consistent with the law and this Subaward Agreement, including reporting requirements, RECIPIENT shall pay the Subrecipient the **lesser** of (1) the Subrecipient's respective expenditures within the limitations of the approved budget and budget narrative attached hereto, and within the purview of eligible and chargeable costs as set forth in said budget and 45 CFR, Appendix F, and not otherwise reimbursed;

or (2) the maximum Subaward for each category of service as specified herein, or as hereinafter modified in writing by RECIPIENT; or (3), at the option of RECIPIENT, the product of the respective number of units of service actually provided for each category of service, for each County to be served, multiplied by the applicable maximum Subaward baseline award for said category of service, divided by the respective number of units of service for said category of service and County set forth in the scope of work attached hereto, or as hereinafter modified in writing by RECIPIENT.

ARTICLE VI. CLOSEOUT (Program Guide § 4.12)

A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to RECIPIENT on or before July 25, 2025.

If a Subaward is terminated prior to the end of the Subaward period, all reports are due within 20 calendar days following the date of termination.

B. At RECIPIENT's election, grant funds may be reduced proportionately to maintain the required matching ratios if Subrecipient fails to report sufficient match in the Financial Closeout Report.

C. If the final expenditures reported to RECIPIENT exceed the amount paid to Subrecipient, RECIPIENT will reimburse the difference to Subrecipient up to the maximum amount. If the expenditures reported by Subrecipient are less than the payment amount, RECIPIENT will invoice Subrecipient for the unspent funds or deduct the amount of unspent funds from the amount advanced for the following contract budget period.

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Exhibit C
General Terms and Conditions

1. **Approval**

This Subaward Agreement is of no force or effect until RECIPIENT's Agreement with the Department of Aging has been signed by both parties and approved by the Department of General Services, if required. Subrecipient may not commence performance until such approval has been obtained.

2. **Agreement Authorization (AAA-2425-03 §8)**

If a public entity, Subrecipient shall submit to RECEIPIENT a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, Subrecipient shall submit to RECEIPIENT an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

These documents, including minute orders must also identify the action taken.

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 Subrecipient authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

3. **AMENDMENTS, REVISIONS OR MODIFICATIONS (AAA-2425-03 §16)**

A. No amendment or variation of the terms of this Subaward Agreement shall be valid unless made in writing, signed and approved through by both parties. No oral understanding or agreement not incorporated in this Subaward Agreement is binding on any of the parties.

B. Any provision of this subaward which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of subaward shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

C. Failure by the AAA to take necessary actions required by amendments to this Subaward and/or the Program Guide shall constitute a material violation.

D. RECIPIENT reserves the right to revise, waive, or modify the Subaward Agreement to reflect any restrictions, limitations, or conditions enacted by the State, or enacted by Congress or the Legislature.

4. **Audit (Program Guide § 3.7)**

Subrecipient agrees that RECIPIENT, the awarding State agency, the Department of General Services, the California State Auditor, or their designated representative shall have the right to audit and/or review and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds $10,000. Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Subrecipient agrees to refund to RECIPIENT any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed by RECIPIENT after audit or inspection of records.

5. **Use of Name and Publicity**

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Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party.

6. **Indemnification**

A. Subrecipient shall defend, indemnify, and hold harmless RECIPIENT; California State University, Chico; the California State University (CSU); the Trustees of the CSU, the State of California, and their officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of Subrecipient, its officers, employees, and agents.

B. RECIPIENT shall defend, indemnify, and hold harmless Subrecipient, its officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts.

7. **Commencement of Work (AAA-2425-03 §7)**

Should Subrecipient 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 volunteer and may not be reimbursed or compensated.

8. **Standards of Work (AAA-2425-03 §9A)**

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

9. **Corporate Status (AAA-2425-03 §9B)**

A. Subrecipient shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, Subrecipient shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

B. Subrecipient shall ensure that any sub-Subrecipients providing services under this Agreement shall be of sound financial status.

C. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

D. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Subaward Agreement with RECEIPIENT until satisfactory status is restored. Failure to maintain good standing by a sub-subcontracting entity shall result in suspension or termination of the sub-Subaward by Subrecipient until satisfactory status is restored.

10. **Nondiscrimination (AAA-2425-03 §9C)**

The Subrecipient 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, the Subrecipient shall comply with the following:

A. **Equal Access to Federally Funded Benefits, Programs and Activities -** The Subrecipient shall

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ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

B. **Equal Access to State-Funded Benefits, Programs and Activities** - The Subrecipient shall, unless exempted, ensure compliance with the requirements of 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]

C. **California Civil Rights Laws** - Subrecipient 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 Subaward Agreement. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx

The California Civil Rights Laws Certification ensures Subrecipient 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 Subrecipient's internal policies are not used in violation of California Civil Rights Laws.

D. The Subrecipient assures RECIPIENT 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 12101 et seq.]

E. The Subrecipient agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Subaward Agreement.

11. **Lobbying Certification (AAA-2425-03 §9 D)**

Subrecipient, by signing this Subaward Agreement, hereby certifies to the best of its knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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.

B. 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, 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, Subrecipient shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

C. Subrecipient shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all sub-subcontractors shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

E. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

F. 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.

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12. **Conflict of Interest (AAA-2425-03 §9E)**

A. The Subrecipient shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of sub-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 RECIPIENT determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RECIPIENT and such conflict may constitute grounds for termination of the Subaward Agreement.

B. 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.

13. **Covenant Against Contingent Fees (AAA-2425-03 §9F)**

A. Subrecipient warrants that no person or selling agency has been employed or retained to solicit this Subaward Agreement. There has been no agreement to make commission payments in order to obtain this Subaward Agreement.

B. For breach or violation of this warranty, RECIPIENT shall have the right to terminate this Subaward Agreement without liability or at its discretion to deduct from the Subaward Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

14. **Payroll Taxes and Deductions (AAA-2425-03 §9G)**

Subrecipient 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 as required by law.

15. **Subawards in Excess of $100,000 (AAA-2425-03 §9 H)**

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

a. Clean Air Act, as amended. [42 USC 7401]

b. Federal Water Pollution Control Act, as amended. [33 USC 1251et seq.]

c. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]

d. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

e. Unruh Civil Rights Act [Cal. Pub. Con. Code§ 2010]

16. **Debarment, Suspension, and Other Responsibility Matters (AAA-2425-03 § 9 I)**

A. Subrecipient certifies to the best of its knowledge and belief, that it and its sub-Subcontractors:

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 Subaward Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense

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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.

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 (l)(b}of this certification.

4. Have not, within a three-year period preceding this Subaward Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

B. Subrecipient shall report immediately to RECIPIENT in writing, any incidents of alleged fraud and/or abuse by either Subrecipient or sub-Subcontractors.

C. Subrecipient shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by RECIPIENT.

D. Subrecipient agrees to timely execute any and all amendments to this Subaward Agreement or other required documentation relating to the sub-Subrecipient's debarment/suspension status.

17. **Subrecipient's Staff (AAA-2425-03 §9J)**

Subrecipient shall maintain adequate staff to meet Subrecipient's obligations under this Agreement.

This staff shall be available to the State and/or to RECIPIENT for training and meetings which the State and/or RECIPIENT may find necessary from time to time.

18. **Remedies (AAA-2425-03 §14)**

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

19. **Dissolution of Entity (AAA-2425-03 §15)**

Subrecipient shall notify RECIPIENT immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

20. **Subject Headings**

Headings within this Subaward Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

21. **Force Majeure**

Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, pandemics, and other natural disasters such that performance is impossible.

22. **Governing Law**

This Subaward Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

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23. **Severability**

The invalidity or unenforceability of any provisions of this Subaward Agreement shall not affect the validity or enforceability of any other provision of this Subaward Agreement, which shall remain in full force and effect.

24. **Entire Agreement**

This Subaward Agreement and exhibits constitute the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties, written or oral.

25. **Order of Precedence and Resolution of Language Conflicts (Program Guide §3.1.2)**

Subrecipient agrees to the extent applicable to the work to be performed by Subrecipient under this Subaward to comply with the provisions and clauses of the Prime Agreement and CDA Program Guide listed in Exhibits E & F. Where appropriate in the clauses, the term "CDA" shall mean "Recipient" and the terms "AAA" or "Chico State Enterprises" shall mean Subrecipient

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. The HHS Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. This Subaward Agreement, and all exhibits and amendments thereto.
5. Agreement No. AAA-2425-03 between RECIPIENT and the California Department of Aging, all Exhibits and any amendments thereto.
6. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants policies-regulations/index.html
7. Program memos and other guidance issued by CDA.

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Exhibit D
General Program Guide Terms and Conditions

Agency (Required for federal funding source)	**Prime Agreement Number/Date** (if available)	If **Federal, CFDA/ALN Number**	**Is prime award R&D? (yes/no)**
U.S. Department of Health and Human Services, Administration for Community Living	AAA-2425-03	93.044 93.045 93.053	No

ARTICLE I. GENERAL DEFINITIONS (Program Guide § 3.1)

A. **General Definitions** (Program Guide §3.1.1)

1. The term "Subaward Agreement" or "Subaward" shall mean this numbered Subaward Agreement, referenced Exhibits, amendments hereto, the Request for Proposal and Subrecipient's Proposal, if any, the terms and conditions of Agreement No. AAA-2425-03 between Chico State Enterprises and the California Department of Aging and amendments thereto which are all hereby incorporated herein, as well as the Planning and Service Area No. 3 Area Plan and Area Plan Budget and any other documents incorporated by reference, unless otherwise provided in this Article.

2. "Subrecipient" means the governmental, nonprofit, or other legal entity awarded funds under this Subaward Agreement and is accountable to RECIPIENT and to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Subaward Agreement.

3. "CCR" means California Code of Regulations.

4. "CFR" means Code of Federal Regulations.

5. "Cal. Gov. Code" means California Government Code.

6. "OMB" means the federal Office of Management and Budget.

7. "Cal. Pub. Con. Code" means the California Public Contract Code.

8. "Cal. Civ. Code" means California Civil Code

9. "Reimbursable item" also means "allowable cost" and "compensable item."

10. "State" and "Department" mean the State of California and the California Department of Aging {CDA) interchangeably.

11. "Subrecipient" means the legal entity that receives funds from the Recipient to carry out part of a federal award identified in this Agreement.
12. "Contract" means any form of legal agreement between the Recipient and a contractor, including an agreement that the Recipient considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

13. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

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14. "USC" means United States Code.

15. "HHS" means United States Department of Health and Human Services

16. "OAA'' means Older Americans Act.

ARTICLE II. GENERAL ASSURANCES (Program Guide § 3.2)

A. **Law, Policy and Procedure, Licenses, and Certificates** (Program Guide §3.2.1) - Subrecipient agrees to administer this Subaward Agreement in accordance with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines and/or manuals related to this Subaward Agreement and resolve all issues using good administrative practices and sound judgment. Subrecipient and its sub-Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. **Subaward** (Program Guide §3.2.2)- The Subrecipient shall require language in all subawards to require all sub-Subrecipients to comply with all applicable State and federal laws.

C. **Facility Construction or Repair** (Program Guide §4.4.2) - This section applies only to Title III B funds and not to other funds allocated to other Titles under the OAA. Title Ill funds may be used for facility construction or repair, but only with prior written approval by RECIPIENT.

1. When applicable for purposes of construction or repair of facilities, Subrecipient shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:

   a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]

   b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

   c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60].

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by RECEIPIENT.

3. When funding is provided for construction and non-construction activities, Subrecipient must obtain prior written approval from RECEIPIENT before making any fund or budget transfers between construction and non-construction.

ARTICLE III. RECORDS (Program Guide §3.3)

A. Subrecipient shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (Closeout to RECIPIENT) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance to Article IX of this exhibit. T his includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form

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satisfactory to RECIPIENT and CDA. All records pertaining to this Subaward Agreement must be made available for inspection and audit by RECIPIENT or by the State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by Subrecipient: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Subaward Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

C. If this Subaward 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.

Subrecipient shall ensure that any resource directories and all client records remain the property of RECIPIENT and CDA upon termination of this Subaward Agreement and are returned to RECIPIENT and/or CDA or transferred to another Subrecipient as instructed by RECIPIENT and/or CDA.

D. 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 RECIPIENT and/or the State and is so stated in writing to Subrecipient.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by RECIPIENT under this Subaward Agreement.

F. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by RECIPIENT or CDA during the audit resolution process.

G. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE IV. ACCESS (Program Guide §3.5)

Subrecipient shall provide access to RECIPIENT, the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of Subrecipient which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Subrecipient shall include this requirement in its sub-subcontracts.

ARTICLE V. MONITORING AND EVALUATION (Program Guide §3.6)

A. Authorized RECIPIENT and/or State representatives shall have the right to monitor and evaluate Subrecipient's administrative, fiscal and program performance pursuant to this Subaward Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

B. Subrecipient shall cooperate with RECIPIENT and the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during

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any scheduled process.

C. Subrecipient shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.

D. Subrecipient is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, 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 CDA.

ARTICLE VI. INSURANCE (Program Guide §3.8)

A. Prior to commencement of any work under this Subaward Agreement, Subrecipient shall provide to the recipient, for the term of this Agreement, the following insurance:

1. General liability of not less than $2,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State 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 Subaward Agreement.

3. If applicable, or unless otherwise amended by future regulation, Subrecipient and Subcontractors shall comply with the Public Utilities Commission 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. Workers Compensation and Employers' Liability per statutory limits.

5. 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. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the Recipient, or be provided through partial or total self-insurance acceptable to the Receipient.

C. Evidence of insurance shall be in a form and content acceptable to Recipient.

D. Subrecipient shall notify RECIPIENT within five (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 that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to RECIPIENT, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.

2. The Certificate of Insurance shall provide that The State of California; the California State University (CSU); the Trustees of the California State University; California State University, Chico; Chico State Enterprises; University Foundation, California State University, Chico; and the officers, employees, representatives, volunteers, and agents of each of them are included as additional insureds, with respect to work performed under this Subaward Agreement. Workers Compensation and Professional liability coverage are exempt from this requirement.

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3. Chico State Enterprises shall be named as the certificate holder and RECIPIENT's address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Subaward Agreement. In the event the insurance coverage expires during the term of this Subaward Agreement, Subrecipient agrees to provide RECIPIENT, 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 Subrecipient fails to keep in effect at all times said insurance coverage, RECIPIENT may, in addition to any other remedies it may have, terminate this Subaward Agreement.

G. Subrecipient shall require its lower tiered recipients, contractors, and vendors under this Subaward 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, Subrecipient shall require all of its lower tier Subcontractors to hold Subrecipient harmless. The sub-Subrecipient's Certificate of Insurance for general and auto liability shall also name Subrecipient, not RECIPIENT nor the State, as the certificate holder and additional insured. Subrecipient shall maintain Certificates of Insurance for all of its Subcontractors.

H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Subaward Agreement number shall be submitted to RECIPIENT with this Subaward Agreement.

I. Subrecipient shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Subrecipient affirms to comply with such provisions before commencing the performance of the work under this Subaward Agreement. [Labor Code§ 3700]

ARTICLE VII. TERMINATION (Program Guide §3.9)

A. **Termination Without Cause**

Recipient may terminate performance of work under the MOU and this Program Guide, in whole or in part, without cause, if Recipient determines that a termination is in the program's best interest. Recipient may terminate the subaward upon ninety (90) days written notice to the subrecipient. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the subaward is due to a reduction or deletion of funding by CDA, the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The subrecipient shall submit to recipient a Transition Plan as specified in Exhibit E, Article IV. The parties agree that for the terminated portion of the subaward, the remainder of subaward shall be deemed to remain in effect and is not void.

B. **Termination for Cause**

Recipient may terminate, in whole or in part, for cause the performance of work under the subaward. Recipient may terminate the MOU upon thirty (30) days written notice to the Subrecipient. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Subrecipient shall submit to Recipient a Transition Plan as specified in this Exhibit E, Article IV. 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 Subaward shall be effective immediately.

2. A violation of the law or failure to comply with any condition of the Subaward.

3. Inadequate performance or failure to make progress so as to endanger performance of the Subaward

4. Failure to comply with reporting requirements.

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5. Evidence that the Subrecipient is in an unsatisfactory financial condition as determined by an audit of the Subrecipient or evidence of a financial condition that endangers performance of the Subaward and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of the Subaward and the services outlined within the subaward in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the subrecipient's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the subrecipient.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the subrecipient's assets or income.

9. The commission of an act of bankruptcy.

10. Finding of debarment or suspension.

11. The subrecipient's organizational structure has materially changed.

12. Recipient determines that the subrecipient may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the subrecipient may be subject to special conditions or restrictions.

C. **Subrecipient's Obligation After Notice of Termination**

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

The Subrecipient 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 subaward.

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 the MOU 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 thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the subrecipient. The notice shall describe the action being taken by Recipient, the reason for such action and, any conditions of the termination, including the date of termination.

E. **Voluntary Termination of Area Plan Agreement (Title III Only)**

Pursuant to 22 CCR 7210, the subrecipient may voluntarily terminate its subaward prior to its expiration either by mutual agreement with Recipient or upon thirty (30) days written notice to Recipient. In case of voluntary termination, the Subrecipient shall allow Recipient up to one hundred eighty (180) days to transition services. The subrecipient shall submit a Transition Plan in accordance with this subaward.

F. **Notice of Intent to Terminate by AAA (all other non-Title III Programs)**

In the event the subrecipient no longer intends to provide services under the subaward, the subrecipient shall give Recipient a Notice of Intent to Terminate. Such notice shall be given in writing to Recipient at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the subrecipient does not have the authority to terminate the subaward. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Subrecipient shall submit a Transition Plan in accordance with this subaward.

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G. **In the Event of a Termination Notice**

Recipient will present written notice to the Subrecipient 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 VIII. NOTICES (Program Guide §3.10)

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, or by electronic methods, provided Subrecipient retains receipt, and shall be communicated as of actual receipt.

Notices mailed to Chico State Enterprises shall be addressed to:

Chico State Enterprises
Attn: Director, Sponsored Contracts
25 Main Street, Suite 103
Chico, CA 95928-5388

Notices mailed to Subrecipient shall be to the address indicated on the signature page of this Subaward Agreement.

B. Each party may change its address by written notice to the other party in accordance with this Article.

ARTICLE IX. INFORMATION INTEGRITY AND SECURITY (Program Guide §3.11)

This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the subrecipient is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the subrecipient, or collected, created, maintained, stored, transmitted, or used by the subrecipient for or on behalf of the recipient and CDA pursuant to subrecipients' subaward with the recipient and the CDA program guide. (Such personal, confidential, and sensitive information is referred to here as CDA PSCI.) All parties desire to protect their privacy and provide for the security of CDA PSCI pursuant to this section of the subaward and in compliance with state and federal laws applicable to CDA PSCI.

The terms of this section shall apply to all contracts, subcontracts, and sub-subawards made by the subrecipient in furtherance of the MOU and services provided in accordance with this Program Guide. The subrecipient shall require its agents, subrecipients, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding CDA PSCI.

A. Definitions

1. **Breach:**
   a. the unauthorized acquisition, access, use, or disclosure of CDA PSCI in a manner in which comprises the security, confidentiality, or integrity of the information; or

   b. the same definition of "breach of the security system" set forth in California Civil Code section 1798.29, subdivision (f); or

   c. the same as the definition of "breach" set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.
2. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).

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3. **Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information

4. **PSCI:** "personal information", "sensitive information", and "confidential information" (as these terms are defined herein).

5. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA's policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:

   a. **Notice-Triggering Personal Information:** Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.

   b. **Protected Health Information (PHI)**: The term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

6. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).

7. **Security Incident:**
   a. A breach or attempted breach; or

   b. The attempted or successful unauthorized access, disclosure, modification, or destruction of CDA PSCI, in violation of any state or federal law or in a manner not permitted under this Program Guide; or

   c. the attempted or successful modification or destruction of, or interference with, the SUBRECIPIENT's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDA PSCI; or

   d. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

8. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

B. Disclosure Restrictions

The SUBRECIPIENT shall protect CDA PSCI from unauthorized disclosure. The SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by the MOU and this Program Guide, any CDA PSCI to anyone other than CDA personnel or programs without prior written authorization from the CDA.

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1. The SUBRECIPIENT and CDA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from CDA containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). The SUBRECIPIENT agrees to provide the same, or greater, level of protection to CDA data that would be required if the SUBRECIPIENT were a Business Associate under HIPAA, regardless of whether the SUBRECIPIENT is or is not a Business Associate.

2. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to CDA PSCI covered under this Program Guide beyond those provided through HIPAA, SUBRECIPIENT agrees:

   a. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

   b. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.

   c. Examples of laws that provide additional and/or stricter privacy protections to certain types of CDA PSCI, as defined in Section 3.11.1 of this Program Guide, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
   d. If the SUBRECIPIENT is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the SUBRECIPIENT agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

C. Use Restrictions

The SUBRECIPIENT shall not use any CDA PSCI for any purpose other than performing the SUBRECIPIENT's obligations under the MOU and this Program Guide.

D. Safeguards and Security

The SUBRECIPIENT shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDA PSCI including electronic CDA PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDA. The SUBRECIPIENT shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the SUBRECIPIENT's operations and the nature and scope of its activities. The SUBRECIPIENT's administrative, technical, and physical safeguards shall include, at a minimum:

1. **Technical Security Controls**: The SUBRECIPIENT shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

2. **Removable Media Devices**: All electronic files that contain CDA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

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3. **Patch Management:** The SUBRECIPIENT shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

4. **Confidentiality Statement:** All people that will be working with CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing CDA PSCI. The statement must be renewed annually. The SUBRECIPIENT shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following contract termination.

5. **Transmission and Storage of PSCI:** All persons that will be working with CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.

6. **Minimum Necessary:** Only the minimum necessary amount of CDA PSCI required to perform necessary business functions applicable to the terms of this Program Guide may be used, disclosed, copied, downloaded, or exported.

7. **Antivirus Software**: All workstations, laptops and other systems that process and/or store CDA PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

8. **Data Security:** CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

E. Employee Training

All persons who assist in the performance of functions or activities on behalf of Recipient and CDA, or access or disclose CDA PSCI, must complete information privacy and security training, at least annually, at the SUBRECIPIENT's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

F. Employee Discipline

Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

G. Mailing:

Mailings of CDA PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of CDA PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDA to use another method is obtained.

H. Security Officer:

The SUBRECIPIENT shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Recipient and CDA.

I. Mitigation of Harmful Effects:

The SUBRECIPIENT shall mitigate, to the extent practicable, any harmful effect that is known to the

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SUBRECIPIENT of a use or disclosure of PSCI and other confidential information in violation of the requirements of this Program Guide.

J. Access to, and Accounting For, Disclosure of PSCI:

The SUBRECIPIENT shall document and make available to Recipient or (at the direction of the Recipient and/or CDA) to an Individual such disclosures of CDA PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.

K. Access to Practices, Books, and Records

The SUBRECIPIENT shall make its internal practices, books, and records relating to the use and disclosure of CDA PSCI on behalf of Recipient and CDA available to Recipient and CDA upon reasonable request.

L. Special Provision for SSA Data

If the SUBRECIPIENT receives data from or on behalf of the recipient and/or CDA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between CDA and SSA, the SUBRECIPIENT shall provide, upon request by Recipient/CDA, a list of all employees and agents who have access to such data, including employees and agents of its agents, to the requesting agency.

M. Breaches and Security Incidents

The SUBRECIPIENT shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

1. **Notice to Recipient:** The SUBRECIPIENT shall notify Recipient immediately by email or telephone of the discovery of:
   a. Unsecured CDA PSCI if the CDA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.

   b. Any suspected security incident which risks unauthorized access to CDA PSCI and/or other confidential information.

   c. Any intrusion or unauthorized access, use, or disclosure of CDA PSCI in violation of this Agreement; or

   d. Potential loss of confidential data affecting this agreement.

   e. Notice via email shall be made using the current CDA 1025 “Information Security Incident Report” forms and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/

   f. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of CDA PSCI, the SUBRECIPIENT shall take:

      i. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and

      ii. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State laws and regulations.

2. **Investigation of Security Incident or Breach:** The SUBRECIPIENT shall immediately investigate such security incident, breach, or unauthorized use or disclosure of CDA PSCI.

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3. **Complete Report:** The SUBRECIPIENT shall provide a complete report of the investigation to Recipient within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If RECEIPIENT requests information in addition to this report, the SUBRECIPIENT shall make reasonable efforts to provide RECEIPIENT with such information. RECEIPIENT will review and approve or disapprove the SUBRECIPIENT's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the SUBRECIPIENT's corrective action plan.

    a. If the SUBRECIPIENT does not submit a complete report within the ten (10) working day timeframe, the SUBRECIPIENT shall request approval from RECEIPIENT within the ten (10) working day timeframe of a new submission timeframe for the complete report.

4. **Notification of Individuals:** If the cause of a breach is attributable to the SUBRECIPIENT or its agents, the SUBRECIPIENT shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. RECEIPIENT shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. **Responsibility for Reporting Breaches to Entities other than RECEIPIENT:** If the cause of a breach of CDA PSCI is attributable to the SUBRECIPIENT or its subcontractors, the SUBRECIPIENT is responsible for all required reporting of the breach as required by applicable federal and state law.

6. **Submission of Sample Notification to Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the SUBRECIPIENT is considered only a custodian and/or non-owner of the CDA PSCI, the SUBRECIPIENT shall, at its sole expense and at the sole election of RECEIPIENT, either:

    a. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The SUBRECIPIENT shall inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

    b. Cooperate with and assist RECEIPIENT in its submission of a sample copy of the notification to CDA and the Attorney General.

N. Contact Information

To direct communications to the above referenced CDA staff, the SUBRECIPIENT shall initiate contact as indicated herein. CDA reserves the right to make changes to the contact information below by giving written notice to the SUBRECIPIENT.

CDA Privacy Officer
Office of Legal Services 2880
Gateway Oaks Dr. Suite 200
Sacramento, CA 95833

CDA Information Security Officer
Information Security Branch 2880
Gateway Oaks Dr. Suite 200
Sacramento, CA 95833

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Attn: Chief Counsel Email: privacy@aging.ca.gov Telephone: (916) 419-7500

Attn: Information Security Officer Email: iso@aging.ca.gov Telephone: (916) 419-7500

O. Responsibility of Recipient

Recipient agrees to not request the SUBRECIPIENT use or disclose CDA PSCI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

P. Audits, Inspections, and Enforcement

1. **Recipient Right to Inspect:** From time to time, Recipient may inspect the facilities, systems, books, and records of the SUBRECIPIENT to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The SUBRECIPIENT shall promptly remedy any violation of any provision of this ICSR section. The fact that CDA inspects, or fails to inspect, or has the right to inspect, the SUBRECIPIENT's facilities, systems, and procedures does not relieve the SUBRECIPIENT of its responsibility to comply with this ICSR section.

2. **Notification to CDA in Event the SUBRECIPIENT is Subject to Other Audit:** If the SUBRECIPIENT is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the MOU and/or this Program Guide or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the SUBRECIPIENT shall promptly notify CDA unless it is legally prohibited from doing so.

Q. Miscellaneous Provisions

1. **Disclaimer:** CDA makes no warranty or representation that compliance by the SUBRECIPIENT with this Program Guide will satisfy the SUBRECIPIENT's business needs or compliance obligations. The SUBRECIPIENT is solely responsible for all decisions made by the SUBRECIPIENT regarding the safeguarding of CDA PSCI and other confidential information.

2. **Amendment:**

   a. Any provision of the MOU or this Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of the MOU and/or this Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

   b. Failure by the SUBRECIPIENT to take necessary actions required by amendments to the MOU and/or this Program Guide shall constitute a material violation.

3. **Assistance in Litigation or Administrative Proceedings:** The SUBRECIPIENT shall make itself, its employees, and agents available to CDA at no cost to CDA to testify as witnesses in the event of litigation or administrative proceedings being commenced against CDA, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the SUBRECIPIENT (except where the SUBRECIPIENT or its subcontractor, workforce employee, or agent is a named adverse party).

4. **No Third-Party Beneficiaries** Nothing in this Program Guide is intended to or shall confer upon any third person, any rights, or remedies whatsoever.

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5. **Interpretation:** The terms and conditions in this Program Guide shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this Program Guide shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

6. **No Waiver of Obligations:** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.

7. **Return or Destruction of CDA PSCI on Expiration or Termination:** At expiration or termination of the MOU, if feasible, the SUBRECIPIENT shall return or destroy all CDA PSCI that the SUBRECIPIENT still maintains in any form and retain no copies of such information. If return or destruction is not feasible, CDA and the SUBRECIPIENT shall determine the terms and conditions under which the SUBRECIPIENT may retain the PSCI.

8. **Data Sanitization:** All CDA PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDA PSCI is no longer needed.

    a. **Survival**: If return or destruction of CDA PSCI is not feasible upon the completion or termination of the MOU, the respective rights, and obligations of the SUBRECIPIENT under this Section shall survive the completion or termination of the MOU between the SUBRECIPIENT and CDA. The SUBRECIPIENT shall also limit further uses and disclosures of CDA PSCI to those purposes that make the return or destruction of the information infeasible.

ARTICLE X. COPYRIGHTS AND RIGHTS IN DATA (Program Guide §3.12)

A. Copyrights

1. If any material funded by this Subaward Agreement is subject to copyright, RECIPIENT reserves the right to copyright such material and Subrecipient agrees not to copyright such material, except as set forth in Section B of this Article.

2. Subrecipient may request permission to copyright material by writing to the Director of RECIPIENT. The Director shall grant permission or give reason for denying permission to Subrecipient in writing within sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of RECIPIENT, RECIPIENT 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 to the author.

4. Subrecipient 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. Subrecipient shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Subaward Agreement without the express written consent of the Director of RECIPIENT. That consent shall be given, upon receipt by RECIPIENT of the express written consent of the Director of CDA, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by RECIPIENT. RECIPIENT or State may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Subrecipient from sharing identifying client information authorized by the participant or summary program information which is not client specific.

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2. As used in this Subaward 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 Subaward Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Subaward Agreement, the State and/or RECIPIENT 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 Subaward Agreement.

ARTICLE XI. Public Education and Information (Program Guide §3.13)

(Please note: This differs from the IIIB service categories within the data dictionary that have the same names)

Public Education and Information (PE&I) falls into two categories:

1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.

2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

Subrecipients and lower-tier subcontractors that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, subrecipients that use CDA funds to produce PI&E materials must receive written approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov).

AAAs should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the AAA and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The CDA reserves the right to use materials developed by the AAA and/or subcontractor.

Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications.

All documents produced must comply with Federal Acquisition Regulation, Section 508, which governs document accessibility.

A. S.W.A.G Ban (Program Guide §3.13.1)

The AAA and its Subcontractor shall comply with Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

B. Advertising and Public Relations (Program Guide §3.13.2)

Press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notices that utilize the CDA logo or name, require approval by the CDA Office of Communications prior to publication and dissemination. The AAA shall email the draft language and materials a minimum of ten (10) business days in advance of publication and

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dissemination to communications@aging.ca.gov and the appropriate CDA Program staff point of contact.

Language and materials submitted will be assessed in batches on the first and fifteenth of each month, with a minimum of ten (10) business days approval period.

C. Approval Requirements for Advertising and Public Relations (Program Guide §3.13.3)

This section further clarifies the approval requirements for Public Education and Information as outlined in section 2.

1. Approval Required for materials that mention the CDA name or use the CDA logo, including:

- Paid advertising
- Earned advertising
- Outreach materials
- Educational materials
- Media events
- Public notices

2. No Approval Required:

- Materials that only mention CDA in the funding disclaimer "The materials were funding by a contract with the California Department of Aging." without using the CDA logo.
- Materials that do not mention the CDA name or use the CDA logo.

3. Social Media Posts

Approval Required:

- Social media posts that mention the CDA name or use the CDA logo

No Approval Required:

- Social media posts that do not mention the CDA name or use the CDA logo, even if CDA funds are involved.
- Tagging @calaging on X, Facebook or LinkedIn is optional but encouraged to keep CDA informed about your organization's activities.

4. Specific Scenarios and Examples

- Paid advertisement in local newspaper - No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA.
- Public Notices - No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo.

Examples of materials requiring approval:

- Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.

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5. Submission Process

- Submit language and materials needing approval to communications@aging.ca.gov
- Review timeline: Typically, within ten (10) business days
- Review dates: First and fifteenth of each month
- Urgent requests: Notify Office of Communications if expedited approval is needed
- Questions
- For questions about approval requirements email communications@aging.ca.gov
- For any inquiries or clarifications regarding the Stevens Amendment, contact your CDA Program Manager.

D. Copyrights/Trademarks (Program Guide §3.13.4)

The Subrecipient and CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for educational and federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
2. Any rights of copyright/trademark to which a AAA or subcontractor purchases ownership with grant funds.

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Exhibit E
Specific Program Guide Terms and Conditions

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ARTICLE I. ASSURANCES SPECIFIC TO AREA PLAN PROGRAMS (Program Guide 4.2)

A. **Program Assurances**

Subrecipient shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. Subrecipient shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

3. RECIPIENT will make funds available to Subrecipient only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.

4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by Subcontractors.

5. Funds made available under this Subaward 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 Ill services.

6. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. Subrecipient shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its Subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

   93.044 Special Programs for the Aging-Title Ill, Part B - Grants for Supportive Services and Senior Centers (Title Ill B).

   93.045 Special Programs for the Aging-Title Ill, Part C - Nutrition Services (Title Ill C).

   93.053 Nutrition Services Incentive Program.

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

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

7. Subrecipient assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

   a. Subrecipient or any Subcontractors for any Title Ill or Title VII-A services shall not use means

tests.

b. Any Title Ill or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.

c. Methods used to solicit voluntary contributions for Title Ill and Title VII-A services shall be non-coercive.

d. Subrecipient will:

1. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.

2. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.

3. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.

4. Establish appropriate procedures to safeguard and account for all contributions.

5. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

8. Any Title III service shall not implement a Cost Sharing program unless approved by RECIPIENT and CDA.

9. Subrecipient shall comply with OAA § 306(a)(17}, which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.

10. Subrecipient shall assist Recipient to identify and make contact with the local Office of Emergency Services (OES) for Subrecipient's service area and to define Subrecipient's, AAA's, and the OES' respective roles and responsibilities. Subrecipient may participate in a discussion of the types of clients served by Subrecipient and how their needs will be addressed by the OES in the community.

11. Subrecipient shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the RECIPIENT.

12. Subrecipient shall not require proof of age, citizenship, or disability as a condition of receiving services.

13. If a senior nutrition program provider, Subrecipient shall develop a policy and procedure to ensure that Title Ill C-1 and Title Ill C-2 meals are only received by eligible individuals.

14. If a Senior home-delivered program provider, Subrecipient shall annually assess each Title Ill 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)]

15. Subrecipient shall assure that the following publication conditions are met:

Materials published or transferred by Subrecipient and financed with funds under this Subaward Agreement shall:

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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."

16. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.

17. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program

B. **Assurances Specific to Legal Service Providers (LSPs) (Program Guide § 4.2.1)**

In accordance with OAA § 731, Subrecipient shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible, and services are appropriate.

3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.

4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.

5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC funded program.

6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.

7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.

8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

ARTICLE II. REPORTING PROVISIONS (Program Guide § 4.9)

A. Subrecipient shall submit program performance reports as applicable for Title Ill B, Title Ill C-1, Title Ill C-2, and Title I11-D programs in accordance with RECIPIENT and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]

B. Subrecipient shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable. For late reports, Subrecipient shall submit a written

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explanation to RECIPIENT within five (5) calendar days of the due date. This written explanation shall include the reasons for the delay and the date the report will be submitted.

C. Subrecipient shall verify the accuracy of the data with the understanding that it will be submitted by RECIPIENT to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.

D. Subrecipient shall have written procedures specific to each program which includes:

1. Collection and reporting of program data for Sub-contractor.

2. Ensuring the accuracy of data from intake/assessment process through data entry and reporting to RECIPIENT.

3. Verification of data prior to submission to RECIPIENT.

4. Correction procedures.

5. Method for collecting and reporting:

   a. Total estimated unduplicated clients in each non-registered service.

   b. Total estimated unduplicated clients in all non-registered services.

   c. Total estimated unduplicated clients across all registered and non-registered services.

6. A performance data monitoring process.

E. Subrecipient shall train and orient staff regarding program data collection and reporting requirements. Subrecipient shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE lll. APPEAL PROCESS (Program Guide § 4.10)

A. If Subrecipient disputes the administration of this Subaward Agreement, either fiscal or nonfiscal, Subrecipient shall use the appeal procedure established by RECIPIENT and the Area Agency on Aging. Unless RECIPIENT notifies Subrecipient of a different stated time, Subrecipient shall file an appeal within thirty (30) days of the disputed action.

B. Only after Subrecipient has exhausted all appeal procedures established by RECIPIENT and the Area Agency on Aging shall Subrecipient use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal RECIPIENT's final adverse determination relating to Title lll programs, if applicable.

C. Appeal costs or costs associated with any administrative or court review are not reimbursable.

ARTICLE IV. Transition Plans and Obligations Upon Termination (Program Guide § 4.11)

A. Subrecipient shall submit a transition plan to RECIPIENT within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subaward Agreement) for a service funded either by Title lll. The transition plan must be approved by CDA and RECIPIENT and shall at a minimum include the following:

1. A description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.

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3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

4. A plan to evaluate clients in order to assure appropriate placement.

5. A plan to transfer any confidential medical and client records to a new Contractor.

6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

7. A plan for adequate staff to provide continued care through the term of the Contract. (22 CCR 7206(e)(4)]

8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.

9. Additional information as necessary to affect a safe transition of clients to other community service providers.

B. Subrecipient shall implement the transition plan as approved by CDA and RECIPIENT. RECIPIENT will monitor Subrecipient's progress in carrying out all elements of the transition plan.

C. If Subrecipient fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subaward Agreement, Subrecipient will implement a transition plan submitted by RECIPIENT to Subrecipient following the Notice of Termination.

ARTICLE V. ADDITIONAL TERMS AND CONDITIONS (RECIPIENT)

A. Subrecipient's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subrecipient's closeout report for the corresponding grant category and grant period. Discrepancies between audit schedules and the closeout report or failure to submit sufficiently detailed and appropriate audit schedules will result in disallowances by RECIPIENT and/or CDA.

A. Subrecipient shall be in full contract compliance within 120 days of the beginning date of this Subaward Agreement. If full compliance has not occurred within this time period, RECIPIENT shall have the right to evaluate Subrecipient's capacity to fulfill Subaward goals. [CCR 7364(c)].

B. Unless there are exceptional circumstances as determined by RECIPIENT, should Subrecipient's performance under this Subaward Agreement for any month fall below 85% of the contracted level of units of service or fail to meet the quality performance standards specified in Exhibit A, RECIPIENT may take the following steps:

1. RECIPIENT will advise Subrecipient of such performance deficiency or violation in writing and specify the action(s) that must be taken to remedy the situation.

2. Subrecipient shall respond within 30 working days of receipt of above notice with a plan for correction.

3. If approved by RECIPIENT, the plan shall be implemented by Subrecipient within forty-five (45) days of receipt of the notification described in Item 1 (above).

4. If Subrecipient fails to respond within the appropriate time and/or with an appropriate plan or fails to implement the plan within the forty-five (45) day period, RECIPIENT may serve a written termination notice on Subrecipient, which termination may become effective immediately. In the event of such termination, RECIPIENT shall be liable for payment only for allowable services rendered prior to the effective date of such termination, provided such

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services performed are in accordance with the terms of this Subaward Agreement.

5. Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subrecipient's control, such as natural disasters, inflationary increases beyond anticipated levels, shortages of materials or supplies due to labor disputes or other reasons to be determined at the discretion of RECIPIENT.

6. Subrecipient is a Congregate Nutrition service provider, Subrecipient shall assure that Subrecipient shall be in operation at least five (5) days per week, except in a rural-area where such frequency is not feasible, and a lesser frequency is approved by RECIPIENT and CDA.

7. An amendment is required to change Subrecipient's name as listed on this Subaward Agreement. Upon receipt of legal documentation of name change RECIPIENT will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

ARTICLE VI. RECIPIENT CONTACT

A. The name of Recipient's contact to request revisions, waivers or modifications affecting this Subaward Agreement is Skye Gebhart, Contracts Analyst.

B. Subrecipient shall present the name of its contact for this Subaward Agreement to RECIPIENT. Subrecipient shall immediately notify RECIPIENT in writing of any change of its contact or address

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MEMORANDUM OF UNDERSTANDING

between the

CALIFORNIA DEPARTMENT OF AGING

and

CHICO STATE ENTERPRISES

for

Coordination of Older Americans Act Services to Residents of

Planning Service Area 03

This MOU shall become effective July 1, 2024 and shall remain in effect until June 30, 2029.

Signed by: Mary Sidney FAD1A8EC1A93492... 10/14/2024

Mary Sidney
CEO
Chico State Enterprises
25 Main Street Room 202
Chico, CA 95928

Signed by: Andrew Sachs 8880DC44041F428... 10/14/2024

Andy Sachs
Assistant Deputy Director
Office of Finance & Administration Svs
California Department of Aging
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

DS 8/12/2024

Joel Chan Date
Contracts Officer

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MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA DEPARTMENT OF AGING (CDA) AND
CHICO STATE ENTERPRISES

1. PURPOSE

   This Memorandum of Understanding (MOU) is entered into between the California Department of Aging, hereinafter referred to as "CDA," and Chico State Enterprises, hereinafter referred to as "Chico State Enterprises" or "AAA," in compliance with federal law (42 USC § 3001 et seq.), state law (Welfare and Institutions Code, Division 8.5), federal and/or state regulations, and any other authorities or policies.

   This MOU provides the transfer or continued transfer of responsibility for Older Americans Act (OAA) and Older Californians Act (OCA) assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities within Chico State Enterprises' service area.

2. PARTIES

   "Parties" shall mean Chico State Enterprises and CDA. Each individually is a "Party."

3. POLICY

   Chico State Enterprises has been approved by the Administration for Community Living (ACL) to administer OAA and OCA activities in accordance with 42 USC § 3001 et seq., and Welfare and Institutions Code (WIC), Division 8.5.

4. APPLICABLE PROGRAMS

   The programs selected below are applicable to this MOU between Chico State Enterprises and CDA.

   ☒ Area Plan (AP)

   ☒ Health Insurance Counseling and Advocacy Program (HICAP)

   ☒ Medicare Improvements for Patients and Providers Act (MIPPA)

   ☐ Title V Senior Community Services Program (TV SCSEP)

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5. DEPARTMENT CONTACT

   A. The name of CDA's contact to request revisions, waivers, or modifications affecting this MOU or the Program Guide (as referenced in Section 10, below), will be provided by the State to the AAA upon full execution of this MOU.

   B. AAA shall submit to CDA changes to AAA's legal name, main address, and remit to address to bmbsubvention@aging.ca.gov.

   C. AAA shall submit to CDA changes to AAA Director or any key staff to be added or removed from the distribution list by submitting a Contact Report to AAAcontactinfo@aging.ca.gov. You may request the Contact Report by emailing AAAcontactinfo@aging.ca.gov.

6. 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, provided the AAA retains receipt, and shall be communicated as of actual receipt.

   B. All other notices, apart from those identified in Section 5 of this MOU, shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the AAA shall be to the address indicated on the coversheet of this MOU.

   C. Either Party may change its address by written notice to the other Party in accordance with Section 5.

7. COMMENCEMENT OF WORK

   Should the AAA or its subcontractor begin work in advance of receiving notice that this MOU is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated and done at risk of assuming any and all liabilities that stem from said work.

8. RESPONSIBILITIES

   A. MOU Authorization

      i. If a public entity, the AAA shall submit to CDA a copy of an approved resolution, order, or motion referencing this MOU number authorizing execution of this MOU. If a private nonprofit entity, the

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AAA shall submit to CDA an authorization by the Board of Directors to execute this MOU, referencing this MOU number.

ii. These documents, including minute orders must also identify the action taken.

iii. 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 MOU. This requirement may also be met by a single resolution from the Governing Board of the AAA authorizing the AAA Director or designee to execute the original and all subsequent amendments to this MOU.

B. UEI Number and Related Information

i. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this MOU. Business entities may register for a UEI number at https://sam.gov/content/duns-uei.

ii. The AAA must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at https://www.sam.gov/portal/SAM/#1.

iii. If CDA cannot access or verify "Active" status by way of the AAA's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the AAA's data entry for its UEI number, the AAA must immediately update the information as required.

E. Consultation

i. CDA will issue a Program Guide and Program Memos to provide guidance, insight, and direction to the AAAs on topics related to the activities applicable to this MOU.

ii. CDA and the AAA shall follow guidance provided by the Program Guide and Program Memos to promote cooperation, communication, and coordination of service and program implementation.

9. ASSURANCES

A. Standards of Work

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The AAA agrees that the performance of work and services pursuant to the requirements of this MOU and the Program Guide shall conform to accepted professional standards.

B. Corporate Status

i. The AAA shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the AAA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this MOU.

ii. The AAA shall ensure that any subcontractors providing services under this MOU shall be of sound financial status.

iii. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this MOU.

iv. Failure to maintain good standing by the AAA shall result in suspension or termination of this MOU with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the AAA until satisfactory status is restored.

C. Nondiscrimination

The AAA shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 04/2017), located https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language, which is hereby incorporated by reference. The CCC 04/2017 is required to be signed and submitted to CDA once every three (3) years and shall be furnished upon request by CDA. In addition, the AAA shall comply with the following:

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

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

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

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

The AAA shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq. and 2 CCR § 11140 et seq., which prohibit recipients of state funds from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [See 22 CCR § 98323.]

iii. California Civil Rights Laws

The AAA 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 MOU. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx.

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

iv. The AAA 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. [See 42 USC § 12101 et seq.]

v. The AAA agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this MOU and the Program Guide.

D. Lobbying Certification

The AAA, by signing this MOU, certifies to the best of its knowledge and belief, that:

i. No federally appropriated funds have been paid or will be paid, by or on behalf of the AAA, 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

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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.

ii. 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, 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 AAA shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

iii. The AAA shall require that the language of the lobbying certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

v. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352.

vi. 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.

E. Conflict of Interest

i. The AAA 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, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the MOU.

ii. This provision shall not be construed to prohibit employment of persons with whom the AAA'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

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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 an open and competitive merit basis.

F. Covenant Against Contingent Fees

i. The AAA warrants that no person or selling agency has been employed or retained to solicit the work outlined within this MOU and the Program Guide. There has been no agreement to make commission payments in order to obtain the work outlined within this MOU and the Program Guide.

ii. For breach or violation of this warranty, CDA shall have the right to terminate the MOU without liability or at its discretion to deduct from the program allocation or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The AAA 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 as required by law.

H. Program Allocations in Excess of $100,000

i. If all funding provided in support of the services outlined within this MOU and the Program Guide exceeds $100,000, the AAA shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. (42 USC § 7401)

2. Federal Water Pollution Control Act, as amended. (33 USC § 1251 et seq.)

3. Environmental Protection Agency Regulations (40 CFR 29) (Executive Order 11738)

4. State Contract Act (Cal. Pub. Con. Code § 10295 et seq.)

5. Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)

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I. Debarment, Suspension, and Other Responsibility Matters

i. The AAA certifies to the best of its knowledge and belief, that it and its subcontractors:

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 MOU, 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.

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 (i)(2) of this certification.

4. Have not, within a three-year period preceding this MOU, had one or more public transactions (federal, State, or local) terminated for cause or default.

ii. The AAA shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the AAA or subcontractors.

iii. The AAA shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.

iv. The AAA agrees to timely execute any and all amendments to this MOU and the Program Guide or other required documentation relating to the Subcontractor's debarment/suspension status.

J. AAA's Staff

i. The AAA shall maintain adequate staff to meet the AAA's obligations under this MOU and the Program Guide.

ii. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

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10. PROGRAM GUIDE

A. A Program Guide (or "Guide") has been created and is intended for use by CDA and the AAAs as a reference tool for the provision of OCA and OAA programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

B. The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

C. The Program Guide shall be maintained, updated, and/or revised by CDA. Updates shall be made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

D. The official copy of the Program Guide shall be kept and maintained on CDA's webpage.

11. FISCAL PROVISIONS

A. This MOU must be approved prior to release and disbursement of any program funding.

B. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to CDA's Local Finance Bureau within 30 days of release.

C. Budgets must be approved by CDA's Local Finance Bureau prior to any disbursement of funding.

D. CDA cannot disburse funds until the enactment of the Budget Act has occurred and/or CDA has received funding authority.

E. Budget Displays reference terms specific to each program funding source, which shall be used to determine disbursement of funding.

F. AAAs shall follow other fiscal provisions and terms as outlined in the program guide.

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12. RESOLUTION OF LANGUAGE CONFLICTS

A. If a dispute arises in connection with this MOU involving the interpretation, implementation, or conflicts with the laws, policies, and regulations, the AAA and CDA will meet to attempt to resolve the problem in a manner that is allowable under federal and state laws. Both parties will strive to ensure that the dispute will not result in a disruption of OAA or OCA services.

B. The terms and conditions of federal awards and other requirements have the following order of precedence, if there is any conflict in what they require:

i. The Grant Terms and Conditions

ii. The Older Americans Act and other applicable federal statutes and their implementing regulations

iii. If applicable, the Older Californians Act and other California State codes and regulations

iv. This MOU and the Program Guide

v. Program Memos and other guidance issued by CDA

vi. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

13. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this MOU, in whole or in part, without cause upon ninety (90) days written notice if CDA determines that a termination is in the State's best interests. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The Parties agree that if the termination of the MOU is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. Upon receipt of a Notice of Termination, the AAA shall submit to CDA a Transition Plan as specified in the Program Guide.

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The Parties agree that for the terminated portion of the MOU, the remainder of the MOU shall be deemed to remain in effect and is not void.

B. Termination for Cause
CDA may terminate, in whole or in part, for cause the performance of work under this MOU. CDA may terminate the MOU upon thirty (30) days written notice to the AAA. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health, or safety of the public and in that case, the termination shall take effect immediately. The AAA shall submit to CDA a Transition Plan as specified in the Program Guide. The grounds for termination for cause shall include, but are not limited to, the following:

i. In case of threat of life, health, or safety of the public, termination of the MOU shall be effective immediately.

ii. A violation of the law or failure to make progress so as to endanger performance of this MOU.

iii. Inadequate performance or failure to make progress so as to endanger performance of this MOU.

iv. Failure to comply with reporting requirements.

v. Evidence that the AAA is in an unsatisfactory financial condition as determined by an audit of the AAA or evidence of a financial condition that endangers performance of this MOU and/or the loss of other funding sources.

vi. Delinquency in payment of taxes or payment of costs for performance of this MOU in the ordinary course of business.

vii. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the AAA's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the AAA.

viii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the AAA's assets or income.

ix. The commission of an act of bankruptcy.

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x. Finding of debarment or suspension.

xi. The AAA's organizational structure has materially changed.

xii. CDA determines that the AAA may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the AAA may be subject to special conditions or restrictions.

C. AAA's Obligation After Notice of Termination

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

The AAA shall:

i. Stop work as specified in the Notice of Termination.

ii. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the MOU.

iii. Terminate all subcontracts to the extent they relate to work terminated.

iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification which will be final for purposes of this clause).

D. Effective Date

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

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E. Notice of Intent to Terminate by AAA (applicable to non-Title III Programs)

In the event the AAA no longer intends to provide services under this MOU, the AAA shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the AAA does not have the authority to terminate the MOU. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The AAA shall submit a Transition Plan in accordance with the Program Guide.

F. In the Event of a Termination Notice

CDA will present written notice to the AAA 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.

14. Remedies

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

15. Dissolution of Entity

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

16. AMENDMENTS

A. No amendment or variation of the terms of this MOU shall be valid unless made in writing, signed, and approved by both parties. No oral understanding or agreement not incorporated in this MOU is binding on any of the parties.

B. Any provision of this MOU or the Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this MOU and/or the Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

Attachment: Attachment F - Prime MOU (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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C. Failure by the AAA to take necessary actions required by amendments to this MOU and/or the Program Guide shall constitute a material violation.

D. The State reserves the right to revise, waive, or modify the MOU to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

Attachment: Attachment F - Prime MOU (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

California Department of AGING

PROGRAM GUIDE

April 2024

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Revision History

Revision	Date of Release	Purpose
Initial Version	04/10/2024	Initial Version Release

Approvals

Name	Role	Date

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1 INTRODUCTION

1.1 Purpose and Scope

The purpose of this Older Americans Act (OAA) and Older Californians Act (OCA) Program Guide, hereinafter referred to as the "Program Guide" or "guide", is to define the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

1.2 Legal Authorities

The following are legal authorities for this Program Guide:

- 42 USC, Chapter 35, Section 3001
- Welfare and Institutions Code (WIC) Division 8.5

1.3 General Provisions

The California Department of Aging (CDA) and Area Agencies on Aging (AAA) shall comply and work in collaboration with all provisions of this Program Guide, OAA, OCA, and all federal and state laws, regulations, policies, and directives.

1.4 Intended Audience

This Program Guide is intended for use by the AAAs and CDA as a reference tool for the provision of OCA and OAA programs. It is also intended to be used as a reference tool for internal and external audits.

1.5 Usage of this Program Guide

This Program Guide is broken down into chapters which will provide detailed information and guidance pertaining to the delivery of services for each of the programs, or in the case of Area Plan, groups of programs outlined within this guide. This guide includes the following chapters:

- Chapter 1 – Introduction: general overview of the purpose, scope, authority, and usage of the Program Guide
- Chapter 2 – Memorandum of Understanding: general overview of the use of an MOU to establish the relationship between the CDA and AAAs.
- Chapter 3 – General Terms and Conditions: terms and conditions universally applicable to all programs identified within this guide.
- Chapter 4 – Area Plan: terms and conditions applicable and specific to all programs and services that had historically been incorporated into the Area Plan contract
- Chapter 5 – Title V – terms and conditions specific to the provision of Title V services
- Chapter 6 – HICAP – terms and conditions specific to the provision of HICAP services
- Chapter 7 – MIPPA – terms and conditions specific to the provision of MIPPA services

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1.6 Procedure for Program Guide Updates

The Program Guide shall be maintained, updated, and/or revised by CDA. Updates and/or revisions to language within this Program Guide will be memorialized by a revision number, date, and brief description of the purpose of the revision on the page immediately following the title page. All updates and/or revisions will be communicated in detail through the release of a Program Memo (PM) which will be maintained on CDA's webpage.

CDA will update this Program Guide on an annual basis, at the beginning of each State fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within this Program Guide.

1.7 Amendments, Revisions, or Modifications

1. No amendment or variation of the terms of this Program Guide or the MOU shall be valid unless made in writing and incorporated as expressed in Section 1.6. No oral understanding or agreement not incorporated in this Program Guide is binding on CDA or the AAAs.

2. CDA reserves the right to revise, waive, or modify the Program Guide and the MOU to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

1.8 Program Guide Location and Availability

The official copy of this Program Guide will be kept and maintained on CDA's webpage.

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2 MEMORANDUM OF UNDERSTANDING

2.1 Agreement

The Memorandum of Understanding (MOU) referenced throughout this Program Guide shall act as the legal authority establishing the relationship between CDA and the AAA for the purposes of performing the duties outlined within this Program Guide.

The MOU is valid for five years and renewed during the fifth year, prior to expiration of the MOU. No funding is directly tied to the MOU, but rather allows CDA to directly allocate funding received by CDA through the OAA and OCA to the AAAs without the need for establishing yearly contracts or amendments.

2.2 MOU Amendments

Amendments or changes to the MOU shall occur when required in the following circumstances:

1. When there is a change to legislation or new legislation that requires language within the MOU to be updated,

2. The addition or subtraction of the AAA's participation in a certain program covered by the MOU,

3. Changes to the AAA's legal name, or

4. Termination of an MOU.

2.3 MOU Location and Availability

A copy of the executed MOU is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833.

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3 General Terms and Conditions Applicable to All Programs

3.1 General Definitions and Resolutions of Language Conflicts

3.1.1 General Definitions

1. **Allocation:** The process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2).

2. **Area Agency on Aging (AAA):** The Area Agency on Aging (AAA) that is awarded funds under the Memorandum of Understanding (MOU), is accountable to the State and/or federal government for use of these funds, and is responsible for executing the provisions for services provided under this Program Guide.

3. **Cal. Civ. Code:** California Civil Code (CIV)

4. **Cal. Gov. Code:** California Government Code (GC)

5. **Cal. Pub. Con. Code:** California Public Contract Code (PCC)

6. **CCR:** California Code of Regulations

7. **CFR:** Code of Federal Regulations

8. **Direct Allocation:** The process of allocating awarded funds under the legal authority granted through the MOU for the following programs Area Plan, HICAP, Title V, and MIPPA without the need for a formal contract or amendment.

9. **Disallowed Costs:** Those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

10. **HHS:** United States Department of Health and Human Services

11. **OAA:** Older Americans Act

12. **OCA:** Older Californians Act

13. **OMB:** Federal Office of Management and Budget

14. **Questioned Costs:** A cost that is questioned by an auditor because of an audit finding which resulted from a violation or possible violation of statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

15. **Recoverable Cost:** The state and federal share of the questioned cost.

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16. **Reimbursable Item:** Also known as “allowable cost” and “compensable item”

17. **State and Department:** The State of California and the California Department of Aging (CDA) interchangeably.

18. **Subcontract:** Any form of legal agreement between the AAA and the Subcontractor, including an agreement that the AAA or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Program Guide.

19. **Subcontractor:** The legal entity that receives funds from the AAA to carry out any part of a federal award identified in this Program Guide.

20. **UEI:** Unique Entity ID – a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now requires use of the new Unique Entity ID.

21. **USC:** United States Code

22. **Vendor:** An entity selling goods or services to the AAA or Subcontractor during the AAA or Subcontractor’s performance of the services under this Program Guide.

3.1.2 Resolution of Language Conflicts

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

1. The Grant Terms and Conditions

2. The Older Americans Act and other applicable federal statutes and their implementing regulations

3. If applicable, the Older Californians Act and other California State codes and regulations

4. The MOU and this Program Guide

5. Program Memos and other guidance issued by CDA.

6. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html.

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

3.2 Assurances

3.2.1 Law, Policy and Procedure, Licenses, and Certificates

The AAA shall administer the programs listed within their MOU and require any subcontractors to administer their subcontracts in accordance with this Program Guide, 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 Program Guide and resolve all issues using good administrative practices and sound judgement. The AAA and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

3.2.2 Subcontracts

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

2. The AAA is responsible for carrying out the terms of the MOU and this Program Guide, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, 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. The AAA's decision is final and the Subcontractor has no right of appeal to CDA.

3. The AAA shall, in the event any subcontractor is utilized by the AAA for any portion of this Program Guide, 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 Section 3.12 of this Program Guide, for handling property in accordance with Section 3.4 of this Program Guide, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Section 3.3 of this Program Guide.

4. The AAA shall not obligate funds for the provision of services outlined within this Program Guide and the MOU in any subcontracts for services beyond the ending date of the MOU.

5. The AAA shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

6. The AAA shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.

7. The AAA shall monitor the insurance requirements of its subcontractors in accordance with Section 3.8 of this Program Guide.

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

8. The AAA shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the AAA, its officers, agents, and employees from any and all claims and losses 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 provided in support of the services within the MOU and this Program Guide 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(s) in the performance of the services outlined in the MOU and this Program Guide.

9. The AAA shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the AAA in a timely manner and at intervals as determined by CDA.

10. Small contracts (under $100,000 in the aggregate) do not require a competitive process [CCR 7352(g)]. In the case of small contracts, a AAA need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase.

a. Pre-Award Review: The AAA shall submit the following to CDA for review and approval for small contracts (under $100,000 in the aggregate) to a for profit entity:

i. Documentation that the aggregate value of the contract with any entity is less than $100,000

ii. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists

iii. Copies of the price or rate quotations received from qualified sources

b. CDA will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the AAA has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met.

c. The AAA must maintain all documentation on file that supports a noncompetitive award to a for-profit entity, as well as CDA's determination letter.

11. Contracts over $100,000 in the aggregate for any entity must follow a competitive process [CCR 7352].

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12. The AAA shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:

a. The Request for Proposal (RFP) or Invitation for Bid.

b. All bid proposals received.

c. The proposal or bid evaluation documentation, along with the AAA's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362].

d. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356].

Where a program may be subcontracted to a for-profit organization, the AAA should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

13. The AAA shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the AAA. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

14. 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.

15. The AAA shall refer to 2 CFR 200.331, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and AAA Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the AAA shall follow the procurement requirements in the applicable Office of Management and Budgets (OMB) Circular.

16. The AAA shall utilize procurement procedures as follows:

a. The AAA shall obtain goods and services through open and competitive awards. Each AAA shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

b. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exceptions are contained in 22 CCR 7360(a) and 22 CCR 7360(d). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

3.3 Records

1. The AAA shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Section 3.7 of this Program Guide. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to the MOU and Program Guide must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.

2. All such records, including confidential records, must be maintained and made available by the AAA: (1) for the lesser of five (5) years after the closeout report has been issued, or an audit has been performed, or unless otherwise authorized in writing by CDA's Audit and Risk Management Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by items 1 and 3 of this Section, and (3) for such longer period as CDA deems necessary.

3. If the MOU 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 item 1 above. The AAA shall ensure that any resource directories and all client records remain the property of CDA upon termination of the MOU and are returned to CDA or transferred to another contractor as instructed by CDA.

4. 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 is so stated in writing to the AAA.

5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.

6. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Section, and Section 3.11. 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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3.4 Property

1. Unless otherwise provided for in this Section, property refers to all assets used in the operation of this Program Guide.

    a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

    b. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

2. Property acquired to perform services outlined within this Program Guide, which meets any of the following criteria is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

    b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

    c. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

3. Intangibles are property which lacks physical substance but gives valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible property (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.

4. The AAA shall keep track of property purchased with each program fund allocated via the legal authority of the MOU that meets the requirements as defined in item 2 (above), and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the AAA or the Subcontractor with funds allocated via the legal authority of the MOU, as instructed by the CDA. The AAA shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

The AAA shall record, at a minimum, the following information when property is acquired:

- Date acquired.
- Item description (include model number).
- CDA issued tag number.

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- Serial number (if applicable).
- Purchase cost or other basis of valuation.
- Fund source.

5. Disposal of Property

a. Prior to disposal of any property purchased by the AAA or the Subcontractor with funds provided in support of services outlined within this Program Guide or any predecessor Agreement, the AAA must obtain approval from CDA for all reportable property as defined in Item 2 of this Section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248) to property@aging.ca.gov. CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the AAA's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. AAA will be liable for repayment of purchase price of equipment if AAA disposes of equipment without prior approval from CDA.

b. The AAA 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, cell or smart phones, multi-function printers, and laptops.

8. Any loss, damage, or theft of property shall be investigated and fully documented. The AAA shall promptly notify CDA and shall provide copies of the investigative documentation and police reports as requested by CDA.

9. The State reserves title to all State-purchased or financed property not fully consumed in the performance of the services outlined within this Program Guide, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

10. The AAA 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 AAA has complied with all written instructions from CDA regarding the final disposition of the property.

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11. In the event of the AAA's dissolution or upon termination of the MOU, the AAA shall provide a final property inventory to the State. The State reserves the right to require the AAA to transfer such property to another entity, or to the State.

12. To exercise the above right, no later than one hundred twenty (120) days after termination of the MOU or notification of the AAA's dissolution, the State will issue specific written disposition instructions to the AAA.

13. The AAA shall use the property for the purpose for which it was intended at the time CDA approval was provided. When no longer needed for that use, the AAA shall use it, if needed, and with written approval of the State for other purposes in this order:

a. For another CDA program providing the same or similar service.

b. For another CDA funded program.

14. The AAA may share use of the property or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement for its use.

15. The AAA or subcontractors shall not use property or supplies acquired for services outlined within this Program Guide with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

16. If purchase of property is a reimbursable item, the property to be purchased will be specified on an approved Budget.

17. The AAA shall include the provisions contained in this Section in all its subcontracts awarded for services outlined within this Program Guide.

3.5 Access

The AAA shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the AAA or subcontractor which are directly pertinent the provision of services under this Program Guide for the purpose of making an audit, examination, excerpts, and transcriptions. The AAA shall include this requirement in its subcontracts.

3.6 Monitoring and Evaluation

Welfare and Institution Code (WIC) (Division 8.5. Mello-Granlund Older Californians Act [9000 – 9757.5] Chapter 2. California Department of Aging [9100 – 9118.5] Article 1. General Provisions [9100 – 9114] Section 9102(a)) states that the State Unit on Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight,

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monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the department.

CDA's AAA Based Teams and Office of the Long-term Care Ombudsman conduct onsite/remote monitoring visits to ensure that AAAs are in compliance with all federal and State laws, regulations, policies, contracts or grant agreements (Administrative); Performance goals are achieved (Program); and Federal awards are used for authorized purposes (Fiscal). Comprehensive onsite/remote assessments are conducted at a minimum once every four years as resources permit.

1. Authorized State representatives shall have the right to monitor and evaluate the AAA's administrative, fiscal and program performance pursuant to this Program Guide. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

2. The AAA 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.

3. The AAA shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.

4. The AAA is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, 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 CDA.

5. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year. [20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]

3.7 Audit Requirements

3.7.1 General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit the AAA and all subcontractors providing services under this Program Guide and the MOU through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an

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outside federal or State government entity affecting the AAA, CDA will provide timely notice to the AAA.

2. The AAA shall make available all reasonable information necessary to substantiate that expenditures under this Program Guide and the MOU 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, and indirect cost allocation plans. The AAA shall agree to make such information available to 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.

3. All agreements entered into by the AAA and subcontractors with audit firms for purposes of conducting independent audits under this Program Guide and the MOU 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).

4. The AAA shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

3.7.2 CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of AAAs in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The CDA 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)

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

1. AAA Single Audit Reporting Requirements

   a. AAAs 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,

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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:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

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 AAA shall ensure that State-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.

d. For State contracts that do not have CFDA numbers, the AAA 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 CDA.

2. The AAA shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.

3. Contract Resolution of AAA's Subcontractors

The AAA shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Program Guide and the MOU are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The AAA shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The AAA shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.

5. Contract resolution includes:

a. Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.

b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and

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ensuring that the Subcontractor takes appropriate and timely corrective action.

c. Reconciling expenditures reported to the AAA to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain 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., 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 AAA 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 AAA 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 AAA's own records.

7. The AAA shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:

a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of

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the audit period, whichever occurs first. [2 CFR 200.512 and 45 CFR 75.512]

b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]

c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]

e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.

8. Requirements identified in this Program Guide shall be included in contracts 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/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

9. The AAA 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 amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the AAA performed an independent expense verification review (alternative procedures) of the Subcontractor in making a 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.

10. 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. However, the following audit costs are unallowable:

a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and

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45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]

3.8 Insurance

1. Prior to commencement of any work under this Program Guide and the MOU, the AAA shall provide for the term of the MOU, the following insurance:

a. 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 State in cases of higher than usual risks.

b. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Program Guide and the MOU.

c. If applicable, or unless otherwise amended by future regulation, the AAA and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

i. $750,000 if seating capacity is under 8

ii. $1,500,000 if seating capacity is 8 – 15

iii. $5,000,000 if seating capacity is over 15

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d. 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. (All programs except Title V).

2. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

3. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM

4. The AAA shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage

5. Insurance obtained through commercial carriers shall meet the following requirements:

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

b. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate

6. The insurance provided herein shall be in effect at all times during the term of the MOU. In the event the insurance coverage expires during the term of the MOU, the AAA agrees to provide CDA, 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 MOU term or for a period not less than one (1) year. In the event the AAA fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate the MOU.

7. The AAA shall require its subcontractors under this Program Guide and the MOU, 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 AAA shall require all of its subcontractors to hold the AAA harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the AAA, not the State, as the certificate holder and additional insured. The AAA shall maintain Certificates of Insurance for all of its subcontractors.

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8. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing the MOU number shall be submitted to CDA with the MOU.

9. The AAA shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the California Labor Code and the AAA affirms to comply with such provisions before commencing the performance of the work under this Program Guide and the MOU. [Cal. Labor Code § 3700]

3.9 Termination

1. Termination Without Cause

CDA may terminate performance of work under the MOU and this Program Guide, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the MOU upon ninety (90) days written notice to the AAA. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the MOU is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The AAA shall submit to CDA a Transition Plan as specified in this Program Guide. The parties agree that for the terminated portion of the MOU, the remainder of MOU shall be deemed to remain in effect and is not void.

2. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under the MOU and Program Guide. CDA may terminate the MOU upon thirty (30) days written notice to the AAA. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The AAA shall submit to CDA a Transition Plan as specified in this Program Guide. The grounds for termination for cause shall include, but are not limited to, the following:

a. In case of threat of life, health or safety of the public, termination of the MOU shall be effective immediately.

b. A violation of the law or failure to comply with any condition of the MOU and this Program Guide.

c. Inadequate performance or failure to make progress so as to endanger performance of the MOU and this Program Guide.

d. Failure to comply with reporting requirements.

e. Evidence that the AAA is in an unsatisfactory financial condition as determined by an audit of the AAA or evidence of a financial condition that

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endangers performance of the MOU and this Program Guide and/or the loss of other funding sources.

f. Delinquency in payment of taxes or payment of costs for performance of the MOU and the services outlined within this Program Guide in the ordinary course of business.

g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the AAA's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the AAA.

h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the AAA's assets or income.

i. The commission of an act of bankruptcy.

j. Finding of debarment or suspension.

k. The AAA's organizational structure has materially changed.

l. CDA determines that the AAA may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the AAA may be subject to special conditions or restrictions.

3. AAA's Obligation After Notice of Termination

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

The AAA shall:

a. Stop work as specified in the Notice of Termination.

b. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the MOU.

c. Terminate all subcontracts to the extent they relate to the work terminated.

d. 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).

4. Effective Date

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Termination of the MOU 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 thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the AAA. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

5. Voluntary Termination of Area Plan Agreement (Title III Only)

   Pursuant to 22 CCR 7210, the AAA may voluntarily terminate its MOU prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the AAA shall allow CDA up to one hundred eighty (180) days to transition services. The AAA shall submit a Transition Plan in accordance with this Program Guide.

6. Notice of Intent to Terminate by AAA (all other non-Title III Programs)

   In the event the AAA no longer intends to provide services under the MOU and this Program Guide, the AAA shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the AAA does not have the authority to terminate the MOU. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The AAA shall submit a Transition Plan in accordance with this Program Guide.

7. In the Event of a Termination Notice

   CDA will present written notice to the AAA 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.

3.10 Notices

1. 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, provided the AAA retains receipt, and shall be communicated as of actual receipt.

2. Any notice given to CDA for the AAA's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to finance@aging.ca.gov.

3. Any notice given to CDA for a AAAs change of staff contact information shall be completed by submitting an email to AAAcontactinfo@aging.ca.gov.

4. All other notices with the exception of those identified in Items 2 and 3 of this Section shall be addressed to the California Department of Aging, AAA Based

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Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

5. Either party may change its address by written notice to the other party in accordance with this Section.

3.11 Information Confidentiality and Security

This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the AAA is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the AAA, or collected, created, maintained, stored, transmitted, or used by the AAA for or on behalf of the CDA pursuant to AAA's MOU with CDA and this Program Guide. (Such personal, confidential, and sensitive information is referred to here as CDA PSCI.) CDA and the AAA desire to protect their privacy and provide for the security of CDA PSCI pursuant to this section of the Program Guide and in compliance with state and federal laws applicable to CDA PSCI.

The terms of this section shall apply to all contracts, subcontracts, and subawards made by the AAA in furtherance of the MOU and services provided in accordance with this Program Guide. The AAA shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding CDA PSCI.

3.11.1 Definitions

1. **Breach:**

   a. the unauthorized acquisition, access, use, or disclosure of CDA PSCI in a manner in which comprises the security, confidentiality, or integrity of the information; or

   b. the same definition of "breach of the security system" set forth in California Civil Code section 1798.29, subdivision (f); or

   c. the same as the definition of "breach" set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.

2. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).

3. **Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

4. **PSCI:** "personal information", "sensitive information", and "confidential information" (as these terms are defined herein).

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5. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA's policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:

a. Notice-Triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.

b. Protected Health Information (PHI): The term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

6. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).

7. **Security Incident:**

a. A breach or attempted breach; or

b. The attempted or successful unauthorized access, disclosure, modification, or destruction of CDA PSCI, in violation of any state or federal law or in a manner not permitted under this Program Guide; or

c. the attempted or successful modification or destruction of, or interference with, the AAA's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDA PSCI; or

d. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

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8. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

3.11.2 Disclosure Restrictions

The AAA shall protect CDA PSCI from unauthorized disclosure. The AAA shall not disclose, except as otherwise specifically permitted by the MOU and this Program Guide, any CDA PSCI to anyone other than CDA personnel or programs without prior written authorization from the CDA.

1. The AAA and CDA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from CDA containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). The AAA agrees to provide the same, or greater, level of protection to CDA data that would be required if the AAA were a Business Associate under HIPAA, regardless of whether the AAA is or is not a Business Associate.

2. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to CDA PSCI covered under this Program Guide beyond those provided through HIPAA, AAA agrees:

   a. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

   b. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.

   c. Examples of laws that provide additional and/or stricter privacy protections to certain types of CDA PSCI, as defined in Section 3.11.1 of this Program Guide, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

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d. If the AAA is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the AAA agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

3.11.3 Use Restrictions

The AAA shall not use any CDA PSCI for any purpose other than performing the AAA's obligations under the MOU and this Program Guide.

3.11.4 Safeguards and Security

The AAA shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDA PSCI including electronic CDA PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDA. The AAA shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the AAA's operations and the nature and scope of its activities. The AAA's administrative, technical, and physical safeguards shall include, at a minimum:

1. Technical Security Controls:

The AAA shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

2. Removable Media Devices

All electronic files that contain CDA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

3. Patch Management:

The AAA shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

4. Confidentiality Statement:

All people that will be working with CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing CDA PSCI. The statement must be

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renewed annually. The AAA shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following contract termination.

5. Transmission and Storage of PSCI:

All persons that will be working with CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.

6. Minimum Necessary:

Only the minimum necessary amount of CDA PSCI required to perform necessary business functions applicable to the terms of this Program Guide may be used, disclosed, copied, downloaded, or exported.

7. Antivirus Software:

All workstations, laptops and other systems that process and/or store CDA PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

8. Data Security:

CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

3.11.5 Employee Training

All persons who assist in the performance of functions or activities on behalf of CDA, or access or disclose CDA PSCI, must complete information privacy and security training, at least annually, at the AAA's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

3.11.6 Employee Discipline

Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

3.11.7 Background Check

Before a person may access CDA PSCI, a thorough background check of that person must be conducted, with evaluation of the results to assure that there is no indication

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that the person may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The AAA shall retain each person's background check documentation for a period of three (3) years following contract termination.

1. Mailing:

Mailings of CDA PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of CDA PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDA to use another method is obtained.

2. Security Officer:

The AAA shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with CDA.

3. Mitigation of Harmful Effects:

The AAA shall mitigate, to the extent practicable, any harmful effect that is known to the AAA of a use or disclosure of PSCI and other confidential information in violation of the requirements of this Program Guide.

4. Access to, and Accounting For, Disclosure of PSCI

The AAA shall document and make available to CDA or (at the direction of CDA) to an Individual such disclosures of CDA PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.

3.11.8 Access to Practices, Books, and Records

The AAA shall make its internal practices, books, and records relating to the use and disclosure of PSCI on behalf of CDA available to CDA upon reasonable request.

3.11.9 Special Provision for SSA Data

If the AAA receives data from or on behalf of CDA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between CDA and SSA, the AAA shall provide, upon request by CDA, a list of all employees and agents who have access to such data, including employees and agents of its agents, to CDA.

3.11.10 Breaches and Security Incidents

The AAA shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

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1. Notice to CDA:

The AAA shall notify CDA immediately by email or telephone of the discovery of:

a. Unsecured CDA PSCI if the CDA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.

b. Any suspected security incident which risks unauthorized access to CDA PSCI and/or other confidential information.

c. Any intrusion or unauthorized access, use, or disclosure of CDA PSCI in violation of this Agreement; or

d. Potential loss of confidential data affecting this agreement.

e. Notice via email shall be made using the current CDA 1025 "Information Security Incident Report" forms and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/

f. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of CDA PSCI, the AAA shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and

ii. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State laws and regulations.

2. Investigation of Security Incident or Breach

The AAA shall immediately investigate such security incident, breach, or unauthorized use or disclosure of CDA PSCI.

3. Complete Report

The AAA shall provide a complete report of the investigation to CDA within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If CDA requests information in addition to this report, the AAA shall make reasonable efforts to provide CDA with such information. CDA will review and approve or disapprove the AAA's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the AAA's corrective action plan.

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a. If the AAA does not submit a complete report within the ten (10) working day timeframe, the AAA shall request approval from CDA within the ten (10) working day timeframe of a new submission timeframe for the complete report.

4. Notification of Individuals

If the cause of a breach is attributable to the AAA or its agents, the AAA shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. CDA shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. Responsibility for Reporting Breaches to Entities other than CDA

If the cause of a breach of CDA PSCI is attributable to the AAA or its subcontractors, the AAA is responsible for all required reporting of the breach as required by applicable federal and state law.

6. Submission of Sample Notification to Attorney General:

If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the AAA is considered only a custodian and/or non-owner of the CDA PSCI, the AAA shall, at its sole expense and at the sole election of CDA, either:

a. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The AAA shall inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

b. Cooperate with and assist CDA in its submission of a sample copy of the notification to the Attorney General.

3.11.11 Contact Information

To direct communications to the above referenced CDA staff, the AAA shall initiate contact as indicated herein. CDA reserves the right to make changes to the contact information below by giving written notice to the AAA.

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CDA Privacy Officer	CDA Information Security Officer
Office of Legal Services 2880 Gateway Oaks Dr. Suite 200 Sacramento, CA 95833 Attn: Chief Counsel Email: privacy@aging.ca.gov Telephone: (916) 419-7500	Information Security Branch 2880 Gateway Oaks Dr. Suite 200 Sacramento, CA 95833 Attn: Information Security Officer Email: iso@aging.ca.gov Telephone: (916) 419-7500

3.11.12 Responsibility of CDA

CDA agrees to not request the AAA use or disclose PSCI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

3.11.13 Audits, Inspections, and Enforcement

1. CDA Right to Inspect:

From time to time, CDA may inspect the facilities, systems, books, and records of the AAA to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The AAA shall promptly remedy any violation of any provision of this ICSR section. The fact that CDA inspects, or fails to inspect, or has the right to inspect, the AAA's facilities, systems, and procedures does not relieve the AAA of its responsibility to comply with this ICSR section.

2. Notification to CDA in Event the AAA is Subject to Other Audit:

If the AAA is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the MOU and/or this Program Guide or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the AAA shall promptly notify CDA unless it is legally prohibited from doing so.

3.11.14 Miscellaneous Provisions

1. Disclaimer:

CDA makes no warranty or representation that compliance by the AAA with this Program Guide will satisfy the AAA's business needs or compliance obligations. The AAA is solely responsible for all decisions made by the AAA regarding the safeguarding of CDA PSCI and other confidential information.

2. Amendment:

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a. Any provision of the MOU or this Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of the MOU and/or this Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

b. Failure by the AAA to take necessary actions required by amendments to the MOU and/or this Program Guide shall constitute a material violation.

3. Assistance in Litigation or Administrative Proceedings

The AAA shall make itself, its employees, and agents available to CDA at no cost to CDA to testify as witnesses in the event of litigation or administrative proceedings being commenced against CDA, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the AAA (except where the AAA or its subcontractor, workforce employee, or agent is a named adverse party).

4. No Third-Party Beneficiaries

Nothing in this Program Guide is intended to or shall confer upon any third person, any rights, or remedies whatsoever.

5. Interpretation

The terms and conditions in this Program Guide shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this Program Guide shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

6. No Waiver of Obligations

No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.

7. Return or Destruction of CDA PSCI on Expiration or Termination

At expiration or termination of the MOU, if feasible, the AAA shall return or destroy all CDA PSCI that the AAA still maintains in any form and retain no copies of such information. If return or destruction is not feasible, CDA and the AAA shall determine the terms and conditions under which the AAA may retain the PSCI.

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8. Data Sanitization

All CDA PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDA PSCI is no longer needed.

a. Survival

If return or destruction of CDA PSCI is not feasible upon the completion or termination of the MOU, the respective rights, and obligations of the AAA under this Section shall survive the completion or termination of the MOU between the AAA and CDA. The AAA shall also limit further uses and disclosures of CDA PSCI to those purposes that make the return or destruction of the information infeasible.

3.12 Copyrights and Rights in Data

3.12.1 Copyrights

1. If any material funded by CDA is subject to copyright, the State reserves the right to copyright such material and the AAA agrees not to copyright such material, except as set forth in Section 3.12.2.

2. The AAA may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the AAA in writing within sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of CDA, 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 to the author.

4. The AAA certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of work outlined within this Program Guide or the MOU for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

3.12.2 Rights in Data

1. The AAA shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Program Guide and the MOU without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the AAA from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Program Guide, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic

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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 the performance of the services outlined in this Program Guide and the MOU. The term does not include financial reports, cost analyses and similar information incidental to program administration, or the exchange of that information between AAAs to facilitate uniformity of program administration on a statewide basis.

3. Subject only to other provisions of this Program Guide and the MOU, 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 Program Guide and the MOU.

3.13 Public Education and Information

(Please note: This differs from the IIIB service categories within the data dictionary that have the same names)

Public Education and Information (PE&I) falls into two categories:

1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.

2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

AAAs and subcontractors that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, subrecipients that use CDA funds to produce PI&E materials must receive written approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov).

AAAs should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the AAA and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The CDA reserves the right to use materials developed by the AAA and/or subcontractor.

Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications.

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All documents produced must comply with Federal Acquisition Regulation, Section 508, which governs document accessibility.

3.13.1 S.W.A.G Ban

The AAA and its Subcontractor shall comply with Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

3.13.2 Advertising and Public Relations

All press releases or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of CDA logo or mention of CDA in materials. The AAA should email the draft press release to communications@aging.ca.gov at least fourteen (14) days in advance of the announcement or event and copy the appropriate CDA Program team.

The AAA must coordinate media and kick-off events with the CDA Office of Communications.

If CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the CDA Office of Communications before publication or production. Any mention of the CDA name or organization in press or outreach materials requires prior approval. The appropriate CDA program manager will coordinate this process. Materials should be submitted to the appropriate CDA program manager for the CDA Office of Communications for review. They will be assessed in batches on the first and fifteenth of each month, with a minimum ten (10) business day approval period.

3.13.3 Copyrights/Trademarks

The CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.

2. Any rights of copyright/trademark to which a AAA or subcontractor purchases ownership with grant funds.

3.14 Bilingual and Linguistic Program Services

3.14.1 Needs Assessment

1. The AAA shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the AAA's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

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The group-needs assessment shall take into account the following four (4) factors:

a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

b. Frequency with which LEP individuals come in contact with the program.

c. Nature and importance of the services provided.

d. Local or frequently used resources available to the AAA.

This group-needs assessment will serve as the basis for the AAA'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 CCR98300 et seq.

2. The AAA 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. [22 CCR 98310]

3. The AAA shall maintain a record of the group-needs assessment on file at the AAA's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

3.14.2 Provision of Services

1. The AAA shall take reasonable steps, based upon the group-needs assessment identified in Section 3.14.1, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Program Guide and the MOU. [22 CCR 11162]

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.

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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 AAA shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

The AAA shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the AAA's office at all times during the term of the MOU [22 CCR 98310]

4. The AAA shall notify its employees of clients' rights regarding language access and the AAA's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the AAA. [22 CCR 98324]

5. Noncompliance with this section may result in suspension or termination of funds and/or termination of the MOU. [22 CCR 98370]

3.14.3 Compliance Monitoring

1. The AAA shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

2. The AAA shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. The AAA shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314].

3.14.4 Notice to Eligible Beneficiaries of Contracted Services

1. The AAA shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

2. The AAA shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a

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complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]

3. The AAA shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

3.15 Funds

3.15.1 Expenditure of Funds

1. The AAA shall expend all funds received to perform services outlined within this Program Guide and the MOU.

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/Per Diem (meals and incidentals)/Lodging
https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Out of State: http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

This is not to be construed as limiting the AAA from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the AAA 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. [SCM 3.17.2.A(4)]

The AAA agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Program Guide and the MOU.

3. CDA reserves the right to refuse payment to the AAA or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Program Guide and the MOU, 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.

3.15.2 Accountability for Funds

The AAA shall maintain accounting records for funds received under the terms and conditions of this Program Guide and the MOU. These records shall be separate from those for any other funds administered by the AAA and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

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3.15.3 Financial Management Systems

The AAA shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

1. Financial Reporting.
2. Accounting Records.
3. Complete Disclosure.
4. Source Documentation.
5. Internal Control.
6. Budgetary Control.
7. Cash Management (written procedures).
8. Allowable Costs (written procedures).

3.15.4 Unexpended Funds

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

3.15.5 Funding Contingencies

1. It is understood between the parties that this Program Guide and the MOU may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Program Guide and the MOU were executed after that determination was made.

2. This Program Guide and the MOU 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 purposes of this program(s). In addition, this Program Guide and the MOU is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Program Guide and the MOU in any manner.

3.15.6 Limitation of State Liability

Payment for performance by the AAA shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Program Guide and the MOU and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Program Guide and the MOU until funds are made available; the itemized Budget is

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received and approved by the State and the AAA has received an executed MOU.

3.15.7 Funding Reduction

1. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of the services outlined within this Program Guide and the MOU, the State shall have the option to either:

   a. Terminate the MOU

   b. Offer a revision to the Budget Display to reflect the reduced funding authorized by the authority of the MOU.

2. In the event the State elects to offer a revised budget display(s), it shall be mutually understood by both parties that:

   a. The State reserves the right to determine which programs, if any, shall be reduced.

   b. Some programs may be reduced by a greater amount than others, and

   c. The State shall determine at its sole discretion the amount that any or all of the programs shall be reduced for the applicable fiscal years.

3.15.8 Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to $500 per year may be retained by the AAA and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]

3. The AAA must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]

   a. The AAA receives less than $120,000 in federal awards per year.

   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.

   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.

   d. A foreign government or banking system prohibits or precludes interest bearing accounts.

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3.16 Fiscal Provisions

1. The MOU must be approved prior to release and disbursement of any program funding included within this Program Guide via the budget displays.

2. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to CDA's Local Finance Bureau within 30 days of release.

3. Budgets must be approved by CDA's Local Finance Bureau prior to any disbursement of funding.

4. CDA cannot disburse funds until the enactment of the Budget Act has occurred and/or CDA has received funding authority.

5. Budget Displays reference terms specific to each program funding source, which shall be used to determine disbursement of funding.

6. AAAs shall follow other fiscal provisions and terms as outlined in the program guide.

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4 AREA PLAN (AP)

4.1 Introduction

Each year, the federal government provides California funding for programs authorized by the Older Americans Act (OAA) and related federal legislation. OAA programs provide vital services for older adults related to nutrition, health and wellness, caregiver support, and much more.

To receive this federal funding, California must submit a State Plan on Aging to the federal Administration for Community Living every four years that identifies specific goals related to OAA programs.

4.2 Assurances

The AAA shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. If the AAA makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the AAA shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.

3. The AAA shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

4. The AAA assures that when an existing facility has been altered (with funds made available to perform the services outlined within this Program Guide and the MOU) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:

    a. Not less than three (3) years from the date the MOU terminates, where the amount provided by CDA, including the non federal share, does not exceed $30,000.

    b. If the amount provided by CDA exceeds $30,000, the fixed period of time shall be not less than three (3) years from the date of MOU plus one (1) year for each additional $10,000, or part thereof, to a maximum of $75,000.

    c. For amounts provided by CDA which exceed $75,000, the fixed period of time shall be no less than ten (10) years.

5. Any multipurpose senior center constructed with funds made available by this Program Guide and the MOU shall be used for that purpose for at least twenty (20) years after completion of that construction.

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6. Any facility to be used as a senior center and acquired with funds made available by this Program Guide and the MOU shall be used for that purpose for at least ten (10) years from the date of acquisition.

7. Any AAA awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The AAA shall periodically validate continuing use of such facility as a senior center during the recapture period.

8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.

9. The AAA and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).

10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.

11. Funds made available under this Program Guide and the MOU shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.

12. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The AAA shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

a. 93.041 - Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).

b. 93.042 - Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).

c. 93.043 - Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)

d. 93.044 - Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)

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e. 93.045 - Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C)

f. 93.052 - National Family Caregiver Support Program-Title III, Part E.

g. 93.053 - Nutrition Services Incentive Program

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected.

[Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

13. The AAA assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

a. The AAA or any subcontractors for any Title III or Title VII-A services shall not use means tests.

b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.

c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.

d. Each service provider will:

i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.

ii. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.

iii. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

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iv. Establish appropriate procedures to safeguard and account for all contributions.

v. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

14. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.

15. The AAA shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.

16. The AAA, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.

17. The AAA shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.

18. The AAA shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:

a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.

b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.

c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.

19. The AAA shall not require proof of age, citizenship, or disability as a condition of receiving services.

20. The AAA shall assure that the following publication conditions are met:

Materials published or transferred by the AAA and financed with funds under this Program Guide and the MOU shall:

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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 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.”

4.2.1 Title III B and Title VII (Programs for Prevention of Elder Abuse, Neglect, and Exploitation; and Long-Term Care Ombudsman Services for Older Individuals)

The AAA shall assure the following:

1. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.

2. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program

3. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]

4. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]

5. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A); 45 CFR 1324.11(e)(2)(i); Welf. & Inst. Code § 9722(a); 22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a); 22 CCR 8020(b)]

6. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724].

7. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]

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8. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B); 45 CFR 1324.13(c)(3); Welf. & Inst. Code § 9719(a)]

9. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§ 705(a)(6)(C); 712)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]

10. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8); 45 CFR 1324.13(h)(10); Welf. & Inst. Code § 9717(c); Statewide Standards for Legal Assistance in California]

11. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]

12. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:

a. All local staff that are wholly or partly funded by Ombudsman Program resources.

b. Their titles/roles within the Program.

c. The number of hours per week charged to the Local Ombudsman Program for each position. [45 CFR 1324.13(b),(c)]

13. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]

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14. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. [45 CFR 1324.13(b),(c)]

15. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D); 45 CFR 1324.19(b)(2)(i); Welf. & Inst. Code §§ 9725; 15633(c)]

16. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c); 45 CFR 1324.13(d); Welf. & Inst. Code § 9716(a)]

17. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.

3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.

4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.

5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.

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6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.

7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.

8. LSPs are to collect required data elements on legal services provided and report in CARS.

Waiver of this section of the Program Guide may be obtained from CDA pursuant to Section 1.7 of this Program Guide entitled, Amendments, Revisions, or Modifications.

4.2.2 Title III E (National Family Caregiver Support Program)

1. Funds made available under Title III E shall be budgeted and expended in accordance with the five core federal support service components specified in OAA § 373(b), distinguished between “family caregivers” and “older relative caregiver” support services, as required for Older Americans Act Performance System (OAAPS).

    a. Data Reporting for Title IIIE FCSP shall be in keeping with the OAAPS expanded 16 service categories

2. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both “family caregiver” and “older relative caregiver” [OAA § 373(a) (b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.

3. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services’ Kinship Support Service Programs, the California Community Colleges’ Foster and Kinship Care Education Programs, the Department of Developmental Services’ Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

4.3 Program Definitions

4.3.1 Definitions Specific to Title III and Title VII Programs

1. **Caregiver Assessment:** a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and

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existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in OAA §373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

2. **Child:** an individual who is not more than eighteen (18) years of age, and has not yet attained the statutory age of majority [Cal. Fam. Code §§ 6500-6502]

3. **Coordination:** activities that involve the active participation of the AAA staff to include liaison with non-Older Americans Act funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.

4. **Eligible Service Population for Title III B and D:** 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 Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

5. **Eligible Service Population for Title III C-1 and C-2:** 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]

   a. Individuals eligible to receive a meal at a congregate nutrition site are:

      i. Any older individual.

      ii. The spouse of any older individual.

      iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

      iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.

      v. A volunteer under age sixty (60), if doing so will not deprive an older individual age sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

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b. Individuals eligible to receive a home-delivered meal are individuals who are:

i. 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 Code of Federal Regulations (CFR) 1321.69(a)].

ii. A spouse of a person defined 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.

iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

6. **Eligible Service Population for Title III E:** an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

7. **Indirect Costs:** 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.

8. **Individual with a disability:** 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)]

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

10. **Matching Contributions:** local cash and/or in-kind contributions made by the AAA, a subcontractor, or other local resources that qualify as match for the program funding.

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

12. **Nutrition Education:** 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

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personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

13. **Nutrition Services Incentive Program (NSIP):** the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

14. **Older relative caregiver:** a caregiver who:

a. is age 55 or older; and

b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;

c. In the case of a caregiver for a child:

i. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;

ii. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and

iii. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally

d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability. [OAA § 372(a)(3)]

15. **One-Time-Only Funds:**

a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the CDA in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]

c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallotment process. [22 CCR 7314(a)(8)]

16. **Priority Services for Title III B:** those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite

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and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

17. **Priority Services for Title III E:** services provided to:

a. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)

b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA§373(c)(2)(A-B)]

c. Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]

18. **Program Development:** activities that either establish a new service or expand or integrate existing services.

19. **Program Income:** revenue generated by the AAA or the subcontractor from program-supported activities and may include:

a. Voluntary contributions received from a participant or other party for services received.

b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Program Guide and the MOU.

c. Royalties received on patents and copyrights from Program Guide and MOU-supported activities.

d. Proceeds from the sale of goods created under CDA grant funds.

20. **Program Requirements:** Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

21. **Title III B (Supportive Services):** a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

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22. **Title III C-1 (Congregate Nutrition Services):** 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)]

23. **To-Go Meals:** meals that are picked up by individuals 60 years of age or older (or their agent) or delivered to individuals 60 years of age or older 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.

24. **Title III C-2 (Home-Delivered Nutrition Services):** 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)]

25. **Title III D (Health Promotion Evidence Based):** 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 health promotion 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

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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)]

26. **Title III E Family Caregiver Support Program (FCSP) Five Required Core Categories** are:

a. Information Services

b. Access Assistance

c. Support Services

d. Respite Care

e. Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

4.3.2 Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-term Care Ombudsman Programs)

1. **Eligible Service Population:** individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10), 711(6); Welf. & Inst. Code § 9701(b),(e)]

2. **Local Ombudsman Program Coordinator:** the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]

3. **Local Ombudsman Program:** either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9701(a)]

4. **Office of the State Long-Term Care Ombudsman (OSLTCO):** the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a

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program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]

5. **Ombudsman Representative:** the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]

6. **State Long-Term Care Ombudsman Program:** the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B); 45 CFR 1324.1; Welf. & Inst. Code § 9700]

7. **State Long-Term Care Ombudsman (State Ombudsman):** the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(a)(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

4.3.3 Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

1. **Elder Abuse Prevention Programs:** activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

4.4 Scope of Work

The AAA shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The AAA shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Program Guide by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation

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with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA.

2. The AAA shall maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300-7320. The Area Plan and Area Plan Updates are due May 1st of each year per Title 22 CCR Section 7304. Area Plan Guidance documents are released by CDA each year in preparation of the next Area Plan or Area Plan Update submission and provide additional information along with the template and format requirements. This guidance is released as part of a Program Memo that is sent out to the AAAs and also posted on the CDA website.

3. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

4. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.

5. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:

   a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.

   b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.

6. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for five (5) years or until any audit is resolved, whichever is longer.

7. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

8. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).

9. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).

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10. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).

11. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

12. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

13. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The AAA shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

14. 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. The AAA must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

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. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

17. Provide program information and assistance to the public.

18. Maintain a program data collection and reporting system as specified in Section 4.9 of this Program Guide.

19. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).

20. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

21. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).

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22. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

23. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

24. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, the AAA, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

4.4.1 Title III B Ombudsman and Title VII (Programs for Prevention of Elder Abuse, Neglect, and Exploitation; and Long-Term Care Ombudsman Services for Older Individuals)

The AAA shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:

1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i); 45 CFR 1324.19(a)(2); Welf. & Inst. Code §§ 9701(a), 9712.5(b)]

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii); 45 CFR 1324.19(a)(3); Welf. & Inst. Code § 9712.5(d)]

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3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii); 45 CFR 1324.19(a)(1), 1324.19(b); Welf. & Inst. Code §§ 9701(a), 9712.5(a)]

4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]

5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]

6. Witness:

   a. Advance health care directives for residents of skilled nursing facilities [Probate Code 4675]

   b. Property transfers with a fair market value of more than $100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC § 1289]

7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in this Program Guide. [OAA § 712(c); Welf. & Inst. Code § 9716(a)].

8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv); 45 CFR 1324.19(a)(4); Welf. & Inst. Code § 9712.5(e)]

9. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v); 45 CFR 1324.19(a)(5); Welf. & Inst. Code § 9712.5(g)-(i)]

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10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi); 45 CFR 1324.19(a)(6); Welf. & Inst. Code § 9726.1(a)(3)]

11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii); 45 CFR 1324.19(a)(7)]:

a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]

b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]

c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]

d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]

e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]

12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Ombudsman General Funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.

13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Ombudsman General funds, Older Americans Act funds, and Older Californians Act funds.

14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Ombudsman General funds, Older Americans Act funds, and Older Californians Act funds.

The AAA shall ensure that the Elder Abuse Prevention program shall do some or all of the following:

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1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;

2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;

3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;

4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;

5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;

6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

4.4.2 Title III B (Grants for Supportive Services and Senior Centers)

1. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

i. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]

ii. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

iii. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

iv. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

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b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

4.4.3 Title III C (Nutrition Services) and Nutrition Services Incentive Program

The AAA shall:

1. Comply with all provisions in CCR 7630 – 7638.13 Elderly Nutrition Program.

2. On an ongoing basis, monitor 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 this Program Guide and that performance goals are achieved. The AAA must ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every year for Title III C-1 and Title III C-2. Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

3. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:

   a. Inspection of non-food preparation nutrition sites at least every other year.

   b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.

   c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

4. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. The AAA shall

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promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

5. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).

6. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The AAA or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

7. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

8. Report a meal only once either as a Title III meal or a Title VI meal.

9. Ensure Title III C meals meet the nutrition requirements of meals:

   a. Comply with the most current Dietary Guidelines for Americans

   b. Provide one-third of the Dietary References Intakes (DRI) if providing one meal per day, two-thirds of the DRI if providing two meals per day, and 100% of the DRIs if providing three meals per day.

   c. Comply with the Older Californians Nutrition Program Menu Guidance.

10. Develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

11. Annually assess each Title III C-1 and C-2 client's nutrition risk using the DETERMINE Your Nutritional Health checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]

    a. Title IIIC intake forms must include the DETERMINE Your Nutritional Risk Health checklist questions and scoring as indicated in the Title IIIC – Intake and Assessment Forms Guide.

12. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.

    a. Comply with provisions for voluntary contributions in Section 4.4. [OAA §325(b)]

    b. The nutrition services provider must develop a suggested amount. When developing this contribution amount, the income ranges of the older individuals in the community and the provider's other sources of income shall be considered. [CCR 7638.9.(b)]

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i. Title III C-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9.(c)]

ii. Title III C-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions.

4.4.4 Title III D Health Promotion – Evidence-Based

AAA Shall:

1. Provide one or more Title IIID evidence-based health promotion programs.

2. Provide Title IIID programs that meet ACLs evidence-based requirements through one of the two options:

   a. Meets the requirements for ACL's evidence-based definition; or

   b. Is considered to be an "evidence-based program" by any operating division of the U.S. Department of Health and Human Services (HHS) and is shown to be effective and appropriate for older adults.

3. Ensure the fidelity of programs is maintained by adhering to the curriculum.

4. Offer Title III D services to eligible individuals 60 and older, and the spouse of eligible older individuals.

5. Ensure that an eligible individual is given the opportunity to voluntarily contribute to the cost of the service.

   a. Comply with provisions for voluntary contributions in Section 4.4. [OAA §325(b)]

6. 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. The AAA must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite monitoring for Title III D programs must be conducted every other year at minimum. Onsite Fiscal monitoring must be conducted every two (2) years for Title III D programs.

7. 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.

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4.5 Budget and Budget Revisions

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in Section 4.7.1 and shall not be entitled to payment for these expenses until the MOU is approved and executed by CDA.

2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's Budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by the MOU:

a. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:

i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

2) Be incorporated into the official records of the non-federal entity;

3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;

4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.

ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported

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in the same manner as salaries and wages claimed for reimbursement from Federal awards.

b. Fringe Benefits – specified for each fund source.

c. Staff Travel (In-state and Out-of-State travel) – mileage reimbursement, lodging, per diem and other travel costs, specified for each fund source.

d. Staff Training – attendance cost for necessary training, specified for each fund source.

e. Rent – total cost per funding source.

f. Property - detailed descriptions and unit costs, specified for each fund source.

g. Supplies – to include items below the $5,000 property threshold, specified for each fund source.

h. Contractual Costs – subcontractor and consultant cost details, specified for each fund source.

i. Food – used in delivering Congregate and Home-Delivered Meals.

j. Other Costs – Facilities, operating expenses, and other ordinary and necessary costs specified for each fund source.

k. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.

l. Subcontractor Services - summary costs for subcontracted programs specified for each fund source.

3. The AAA shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Item 2 above.

4.5.1 Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the AAA's Modified Total Direct Costs (MTDC), per funding category excluding in-kind contributions and nonexpendable equipment.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission,

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scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

2. AAAs requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. AAAs must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

4.6 Program Specific Funds

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before allocated funds (except as noted in 4) and may reduce the total amount of allocated funds payable to the AAA.

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following funding period, which is the last quarter of the federal fiscal year.

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

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6. Program Income may not be used to meet the matching requirements of this Agreement.

7. Program Income must be used to expand baseline services.

4.6.1 One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:

   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

   b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

   d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the funding period the OTO was received. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

4.6.2 Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the AAA, a subcontractor, or other local resources that qualify as match for the program funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the AAA or a subcontractor.

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3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

4.6.3 Area Plan Administration

Area Plan Administration is comprised of federal funds from Title III B, III C1, III C2, and III E. Federal Area Plan Administration funding may be utilized on Area Plan administration, or program activities and services, or both.

4.7 Program Specific Budget and Budget Revision

1. The AAA shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.

2. The AAA shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.

3. The final date to submit a budget revision containing allocation transfers is January 15 of the current fiscal year funding period unless otherwise specified by CDA.

4.7.1 Line Item Budget Transfers

The AAA may transfer funds between line items for each funding source under the following terms and conditions:

1. The AAA may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the AAA shall not transfer funds designated for programs into administration line items.

2. The AAA shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.

3. The AAA shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

4. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the current allocation period, and shall not include allocation transfers.

4.7.2 Allocation Transfers

1. The AAA shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the most current Budget Display. The request shall be submitted as instructed in the Area Plan Budget forms.

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a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).

b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.

c. The Title III C nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title III C1 and Federal Title III C2.

2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Budget display for each funding term.

3. Transfer of funds cannot be processed or approved after the end of the specified fiscal year listed on the Budget Display. Transfer of funds requests will not be accepted or processed after January 15th, as specified section 4.7 of this Program Guide.

4.7.3 Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).

2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).

3. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the matching requirement of ten percent (10%).

4. The required minimum program matching contributions for Title III E is twenty-five percent (25%).

5. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds. Matching contributions are included in the minimum matching requirements calculation.

6. Matching contributions generated in excess of the minimum required are considered overmatch.

7. Program overmatch from Title III B or C can be used to meet the program match requirement for Title III E provided.

a. The expenditures are related to the needs of caregivers and are attributable to a service category within the National Family Caregiver Support Program (NFCSP).

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8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

4.7.4 Program Development or Coordination

The AAA shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration costs. During the current fiscal year as specified on the budget display, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Section 4.12 for reconciliation during the closeout period.)

4.7.5 Property

Property with per unit cost over $5,000 or any computing devices, regardless of cost requires submission of a justification and budget from the AAA. Property requires pre-approval from CDA and must be included on an approved Area Plan budget prior to purchase. To request approval for property, budgets and a justification form shall be sent to finance@aging.ca.gov.

4.8 Payments

1. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention, Ombudsman Citation Penalties Account, Licensing and Certification Program funds, General Ombudsman funds and Older Californians Act.

The AAA shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

2. Payments will be made to reimburse expenditures reported unless AAA pre-selects an Advance method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as referenced on a budget display.

3. AAA shall be charged $75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

4. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the AAA, until such time as CDA determines that the financial management standards are met.

5. The funding availability for July 1 through September 30 will be determined based on the final three months of the previous federal fiscal year grant period as specified in the AAA's budget display.

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6. The funding availability for October 1 through February 28 will be determined based on the original budget display allocations until any original transfer requests are approved by Administration for Community Living (ACL).

7. The funding availability for March 1st (or upon ACL approval whichever is the latter) through June 30th, will be based on the AAA's final approved budget for the Federal Fiscal Year term as represented on the budget display..

4.9 Reporting

1. The AAA shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements. [Welf. & Inst. Code § 9102 (a)(5]

2. The AAA shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

a. Quarterly, the AAA shall submit data reports for OAA-funded programs as follows:

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

b. Annually, the AAA shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

c. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the AAA shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.

d. For web-based California Aging Report System (CARS) reports, the AAA shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the AAA will make a notation in the comments area of the CARS report and submit the data using the approved status button. Reporting Requirements specific to Title III B, Title

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III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

3. The AAA shall submit program data reports electronically as follows

a. Upload the OAAPS State Program Report (SPR) to CARS at https://ca.getcare.com.

b. Submit performance data reports quarterly.

c. Submit OAAPS SPR reports annually.

4. The AAA shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.

a. The AAA shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.

i. The AAA shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.

ii. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.

b. The AAA shall review and verify all quarterly and annual OAAPS SPR data for accuracy and make necessary corrections, in accordance with CDA requirements.

5. Reporting Provisions Specific to the Ombudsman Program

The AAA shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.

a. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.

b. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.

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6. The AAA shall have written reporting procedures specific to each program which include:

a. Collection and reporting of program data for the AAA and Subcontractor.

b. Ensuring accuracy of all data from the AAA and Subcontractor.

c. Verification of the AAA and Subcontractor data prior to submission to the CDA Data Team.

d. Procedures for the AAA and Subcontractor on correcting data errors.

e. A methodology for calculating and reporting:

i. Total estimated unduplicated clients in each non-registered service.

ii. Total estimated unduplicated clients in all non-registered services.

iii. Total estimated unduplicated clients across all registered and non registered services.

f. A performance data monitoring process.

7. The AAA shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The AAA shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data

8. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention

a. The AAA shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox (stateomb@aging.ca.gov) on the following reporting due dates:

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

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b. The AAA shall also enter the quarterly aggregate number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" into CARS on a quarterly basis.

c. The AAA shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

4.10 Appeals

1. The AAA may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710.

Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.

2. Subcontractors of the AAA may appeal the AAA's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.

3. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the AAA.

4. Appeal costs or costs associated with any court review are not reimbursable.

4.11 Transition Plans and Obligations Upon Termination

4.11.1 Transition Plan

1. The AAA shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Section 3.9 of this Program Guide) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:

a. A description of how clients will be notified about the change in their service provider.

b. A plan to communicate with other organizations that can assist in locating alternative services.

c. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

d. A plan to evaluate clients in order to assure appropriate placement.

e. A plan to transfer any confidential medical and client records to a new contractor.

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f. A plan to dispose of confidential records in accordance with applicable laws and regulations.

g. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]

h. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Program.

i. Additional information as necessary to effect a safe transition of clients to other community service providers.

2. The AAA shall implement the transition plan as approved by the State. The State will monitor the AAA's progress in carrying out all elements of the transition plan.

3. If the AAA fails to provide and implement a transition plan as required by Section 3.9. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

4.11.2 Obligations Upon Termination Specific to the Ombudsman Program

1. Transition of Local Ombudsman Services

a. The AAA shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.

b. The AAA shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:

i. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the AAA up to one hundred eighty (180) days to transition services to a new subcontractor.

ii. Continue the provision of mandated Ombudsman services as a direct service of the AAA. CDA shall allow the AAA up to one hundred eighty (180) days to transition services from the Subcontractor to the AAA.

2. Transition Plan

a. The AAA shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:

i. The AAA's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.

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ii. The AAA's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.

iii. The AAA's receipt of written notice of CDA's intent to terminate the subcontract for Ombudsman services.

iv. The Transition Plan shall be submitted to:

CDA OSLTCO
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
Attn: State Ombudsman

b. The AAA shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:

i. Continue the mandated Ombudsman provisions as a direct service of the AAA, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the AAA and designated by the State Ombudsman to represent the Local Ombudsman Program.

ii. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.

c. The Transition Plan shall, at a minimum, include the following:

i. Details of how the AAA shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.

ii. Details of how the AAA shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.

iii. Details of how the AAA shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.

iv. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.

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v. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.

3. The AAA shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the AAA's progress in carrying out all elements of the Transition Plan.

4. If the AAA fails to provide and implement the Transition Plan as required above, the AAA agrees to implement a Transition Plan submitted by the State Ombudsman to the AAA. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

4.12 Closeout

1. The Area Plan Financial Closeout Report and the Program Property Inventory Certification shall be submitted annually to the CDA Local Finance Bureau. All AAAs are required to submit Closeout reports as instructed by CDA.

2. Federal funds will be reduced proportionately to maintain the required matching ratios if the AAA fails to report sufficient match.

3. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

4. Final expenditures must be reported to CDA in accordance with the allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from the outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous fiscal year funding period to the current fiscal year funding period.

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5 TITLE V SENIOR COMMUNITY SERVICES PROGRAM (TV SCSEP)

5.1 Introduction

The OAA Title V SCSEP provides part-time, work-based training opportunities for older workers in local community service agencies and assists program participants in obtaining unsubsidized employment. While training in community service positions, participants provide non-profit or government "host agencies" with support to provide community services.

The Program provides participants with a variety of supportive services, such as personal and job-related counseling and job-related training as preparation for community service assignments, job search assistance, and job referrals. The California Department of Aging contracts with local providers who provide Program services and collaborates with six national SCSEP grantees who provide Program services for the remaining participant slots throughout California. Each participant training slot may serve more than one participant over the course of the year.

5.2 Assurances

1. The AAA shall assure the following:

   a. Services are provided only to the defined eligible service population. [20 CFR 641.500]

   b. Participants enrolled in the Title V SCSEP shall receive at least the current State minimum wage or the prevailing local wage, whichever is higher, plus all fringe benefits required by law. The AAA or subcontractor must provide uniform fringe benefits to all participants. Participants must be paid for orientation, training, assessment, individual employment planning, and community service assignment work hours. [OAA § 502(c)(6)(A)] [OAA § 504(b)] [20 CFR 641.565]

   c. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits. [20 CFR 641.535]

2. The AAA shall assure that the Title V SCSEP will serve the eligible service population and give priority to individuals who:

   a. Are sixty-five (65) years of age or older.

   b. Have a disability.

   c. Have LEP or low literacy skills.

   d. Reside in a rural area.

   e. Are veterans or spouses of veterans as defined in 20 CFR 641.520(b).

   f. Have low employment prospects.

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g. Have failed to find employment after utilizing services provided through the AJC Delivery System; or

h. Are homeless or at risk for homelessness.

i. Have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. [OAA §518(b)(2)(H)]

[OAA § 518(b)] [20 CFR 641.520]

3. The AAA shall develop and implement methods to recruit minority populations to ensure they are enrolled at least in proportion to their numbers in the population in the area. [OAA § 515(c)]

4. The AAA will comply with an average participation cap for eligible individuals of no more than twenty-seven (27) months in the aggregate, unless requested and approved by DOL. [OAA § 502(b)(1)(C)] [20 CFR 641.570(c)] [DOL Training and Employment Guidance Letter (TEGL) 22-19]

5. The AAA will assure that community service assignments must not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not Title V SCSEP participants. [OAA § 502(b)(1)(G)] [20 CFR 641.844(1)]

6. The AAA will use a tool that encompasses all program requirements found in CDA's Title V SCSEP monitoring tool when monitoring local project (subcontractors).

7. The AAA will follow CDA's Participant Termination Policy (PM 11-20). [20 CFR 641.580] [20 CFR 641.910]

8. The AAA shall establish grievance procedures for resolving participant's questions and complaints. In addition, the AAA shall comply with all non-discrimination provisions related to Title V SCSEP funds. [20 CFR 641.827]; [20 CFR 641.910]; CDA PM 11-20 and CDA PM 11-06. The grievance procedure shall in the case of:

a. Civil Rights violations, advise participants to submit their questions or file complaints with the Director, Civil Rights Center, U.S. Department of Labor, Room N-4123, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

b. Non-Civil Rights violations, advise participants who are not satisfied with the final determination of his/her grievance, to file an appeal with DOL within thirty (30) days of the determination. Said appeal shall be directed to Chief, Division of Adult Services, Employment and Training

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Administration, U.S. Department of Labor 200 Constitution Avenue, N.W., Washington, D.C. 20210.

9. Political Activities

The AAA Shall assure the following:

a. The AAA will post a notice at each training site and make available to each participant, a written explanation of allowable and unallowable political activities in accordance with OAA § 502(b)(1)(P) and 20 CFR 641.836.

b. Notices shall state that Title V SCSEP participants may engage freely in the political process with the following exceptions:

i. Participants may not engage in partisan or nonpartisan political activities during hours for which they are being paid with Title V SCSEP funds. [20 CFR 641.836(d)(1)]

ii. Participants may not present themselves as a spokesperson for Title V SCSEP while engaged in political activity. [20 CFR 641.836(d)(2)]

iii. Participants may not be assigned to the office of a Member of Congress, a State or local legislator, or on the staff of any legislative committee. [20 CFR 641.836(d)(3)]

10. The AAA shall have appropriate office space for conducting private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.

11. The AAA shall comply with CDA's Title V SCSEP Authorized Break in Participation Policy (CDA PM 14-15). [20 CFR 641.570(d)]

12. The AAA shall ensure participants have safe and healthy working conditions at their community service employment worksites. [OAA § 502(b)(1)(J)] [20 CFR 641.535(a)(10)]

13. The AAA acknowledges that CDA reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:

a. The copyright in all products developed under this Program Guide, including a subcontract.

b. Any rights of copyright to which the AAA or subcontractor purchases ownership under an award (including, but not limited to; curricula, training models, technical assistance products, and any related materials).

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c. Products developed in whole or in part with contract funds shall include the following language:

i. SCSEP is funded by a contract awarded by CDA totaling $XXX,XXX (XX%) with grant funds from the U.S. Department of Labor's Employment and Training Administration with $XXX.XX (XX%) financed with non-federal sources.

ii. The product was created by the "name of AAA" and does not necessarily reflect the official position of CDA and the U.S. Department of Labor.

iii. No guarantees, warrantees or assurances of any kind, express or implied are made with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.

14. Pursuant to Public Law 116-94, Division A, Title V, Section 506 and 507, AAA acknowledges that federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. This does not prohibit providing health benefits coverage for abortions when all funds for that specific benefit do not come from a federal source. Additionally, AAA agrees that no federal funds may be provided to a local government if that local government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

15. Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF HealthPlans, Inc and 2) health benefit plans that object to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage in contradiction to Item 14.

16. AAA agrees to comply with the Flood Disaster Protection Act of 1973, and will not use federal funds to acquire, modernize or construct property in flood-prone

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communities, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of identification.

17. AAA agrees that its employees and volunteers will not engage in severe forms of trafficking in persons during the period of time that the award is in effect, procure a commercial sex act, during the period of time that the award is in effect, use forced labor in the performance of the services outlined within this Program Guide. This Program Guide is subject to provisions of the Trafficking Victims Protection Act of 2000, and violations of this Section may result in termination of the MOU.

18. AAA agrees that work created with the support of federal funds shall be licensed under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with federal funds and modifications made to pre-existing, recipient-owned content using grant funds. Notice of the license shall be affixed to the work.

19. AAA acknowledges that CDA may be required to maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIIS). AAA agrees to submit the following information to CDA within 30 days when in connection with the performance of this contract:

a. A criminal proceeding

b. A civil proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages

c. An administrative proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages

d. Any other criminal, civil or administrative proceeding that could have resulted in a fine, penalty, reimbursement, restitution, or damages

20. AAA agrees that the federal government shall have certain intellectual property rights in adherence with the Bayh-Dole Act (the Patent and Trademark Law Amendments Act), as codified at 37 CFR 401.3 and 401.14. These requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant.

5.3 Program Definitions

1. "**American Job Centers" (AJC, also known as the One-Stop Centers):** agencies that are funded by the Workforce Innovation and Opportunities Act (WIOA). [20 CFR 678.900]

2. **"BCT Partners":** the entity designated by United States (U.S.) Department of Labor (DOL) to maintain the Title V Senior Community Service

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Employment Program (SCSEP) Performance and Results Quarterly Progress Report System (SPARQ) and the Web Data Collection System (WDCS).

3. **"Charter Oak Group" (COG):** the entity designated by DOL to create and maintain the Title V SCSEP WDCS handbook that provides direction on entering data into the WDCS.

4. **"Classroom Training Hours":** the number of hours spent in classroom training by Title V SCSEP participants. [20 CFR 641.540(c)]

5. **"Community-Service Employment":** part-time, temporary employment paid with Title V funds in projects at host agencies through which eligible individuals are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment. The term "community service assignment" is used interchangeably with "community service employment." Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. [OAA § 518(a)(2)] [20 CFR 641.140] [20 CFR 641.577]

6. **"Core Measures":** performance measures that are subject to goal-setting and corrective action and are:

   a. Hours of community service employment;

   b. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project;

   c. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project;

   d. Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project;

   e. Indicators of effectiveness in serving employers, host agencies, and project participants;

   f. Number of eligible individuals served; and

   g. Number of most-in-need individuals served.

   [OAA § 513(b)(1)] [OAA § 518(a)(3)(B)(ii) or (b)(2)] [20 CFR 641.700(b)] [20 CFR 641.710]

7. **"Eligible Service Population":** unemployed, low-income, California residents who are fifty-five (55) years of age or older and who have poor employment prospects. [OAA § 518(a)(3)(A)] [20 CFR 641.500] [20 CFR 641.520(a)]

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Priority must be given to individuals who are sixty-five (65) years of age and older or:

a. Have a disability.

b. Have limited English proficiency or low literacy skills.

c. Reside in a rural area.

d. Are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(5) 38 U.S.C. 4215(a).

e. Have low employment prospects.

f. Have failed to find employment after utilizing services provided through the One-Stop Delivery System.

g. Are homeless or at risk for homelessness. [OAA § 518(b)] [20 CFR 641.520]

h. Have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. [OAA § 518(b)(2)(H)]

8. **"Host Agency":** a public agency or private non-profit organization exempt from taxation under § 501(c)(3) of the Internal Revenue Code of 1986 which provides a training work site and supervision for one or more participants. [20 CFR 641.140]

9. **"Hours of Community Service Employment":** the number of hours of community service provided by Title V SCSEP participants. [20 CFR 641.577] [20 CFR 641.710(a)]

10. **"In-Kind Contributions":** the value of non-cash contributions donated to support the project or program (e.g., property, service, host agency supervisory time, etc.).

11. **"Indicators of Effectiveness in Serving Employers, Host Agencies, and Project Participants":** the combined results of customer assessments of the services received by each of these three customer groups. [20 CFR 641.710(e)]

12. **"Individual Durational Limit":** a participant can be enrolled in the program for up to forty-eight (48) months. [OAA § 518(a)(3)(B)(i)] [20 CFR 641.570(a)] [California Department of Aging (CDA) Program Memo (PM) 10-19] [CARES Act Sec.3223(I)(A)] [DOL Training and Employment Guidance Letter (TEGL) 22-19]

13. **"Infrastructure Costs":** the shared infrastructure costs negotiated between the AAA and the local Workforce Development Board (WDB) to operate a local AJC or One-Stop Center. Shared infrastructure costs are required of all

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WIOA partners, including Title V SCSEP. These costs are identified in an executed Memorandum of Understanding (MOU) between the AAA and the local WDB. Infrastructure Costs may be charged to Administration or Other Program. [29 U.S.C 3151] [20 CFR 678.400 through 20 CFR 678.510]

14. **"Job Ready":** individuals who do not require further education or training to perform work that is available in their labor market. [20 CFR 641.140]

15. **"Limited English Proficiency" (LEP):** individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. [20 CFR 641.140]

16. **"Low-Income":** family income not more than 125 percent (125%) of the federal poverty guidelines. [OAA § 518(a)(3)(A)] [20 CFR 641.500]

17. **"Measures of Performance":** the seven core measures that are subject to goal-setting and corrective action. [20 CFR 641.700(a)] 20 CFR 641.720]

18. **"Median Earnings of Project Participants Who are in Unsubsidized Employment During the Second Quarter After Exit from the Project":** the formula: For all participants who exited and are in unsubsidized employment during the second quarter after the exit quarter: The wage that is at the midpoint (of all the wages) between the highest and the lowest wage earned in the second quarter after the exit quarter. [20 CFR 641.710(d)]

19. **"Modified Positions":** the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants. [SCSEP Quarterly Progress Report, ETA 5140]

20. **"Number of Eligible Individuals Served" (service level):** the total number of participants served, divided by the AAA's authorized number of positions, after adjusting for minimum wage. [20 CFR 641.710(f)]

21. **"Number of Most-in-Need Individuals Served" (service to most-in-need):** service to participants who meet any of the following characteristics:

a. Have a severe disability.

b. Are frail.

c. Are aged seventy-five (75) or older.

d. Meet the eligibility requirements related to age for, but do not receive, benefits under Title II of the Social Security Act.

e. Live in an area with persistent unemployment and are individuals with severely limited employment prospects.

f. Have LEP.

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g. Have low literacy skills.

h. Have a disability.

i. Reside in a rural area.

j. Are veterans.

k. Have low employment prospects.

l. Have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity Act, Public Law 113-128.

m. Are homeless or at risk for homelessness.

[OAA § 518(a)(3)(B)(ii) or (b)(2)] [20 CFR 641.710(g)]

22. **"On-The-Job-Experience (OJE) Training":** developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment. [Older Worker Bulletin No. 04-04]

23. **"Participant":** an individual who is eligible for the Title V SCSEP; is given a community service assignment; and is receiving services funded by the program for up to forty-eight (48) months. [OAA § 518(a)(3)] [20 CFR 641.140] [20 CFR 641.570(a)]

24. **"Participant Position":** an authorized training slot whose unit cost includes administration; participant wage and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given fiscal year is based on an equitable distribution ratio determined by the U.S. Census and allocated by DOL. [OAA § 506(g)(1)] [OAA § 507] [20 CFR 641.140]

25. **"Percentage of Project Participants Who are in Unsubsidized Employment During the Second Quarter After Exit from Project":** defined by the formula: The number of participants who exited during the reporting period who are employed in unsubsidized employment during the second quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100. [20 CFR 641.710(b)]

26. **"Percentage of Project Participants Who are in Unsubsidized Employment During the Fourth Quarter After Exit from the Project":** defined by the formula: The number of participants who exited during the reporting Period who are employed in unsubsidized employment during the fourth quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100. [20 CFR 641.710(c)]

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27. "**Program Income":** income earned by the AAA during the Contract period that is directly generated by an allowable activity supported by contract funds or earned as a result of the award of contract funds, and may include:

a. Voluntary contributions received from a participant or responsible party as a result of the service.

b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

c. Royalties received on patents and copyrights from contract supported activities.

d. Proceeds from the sale of goods created under CDA grant funds.

28. **"Recipient Local Share":** local cash and/or in-kind contributions made by the Contractor, Subcontractor, or other local resources and reported to CDA. [OAA § 502(c)(2)] [20 CFR 641.809]

29. **"State Plan":** a plan that outlines a four-year strategy, and describes the planning and implementation process, for the statewide provision of community service employment and other authorized activities for eligible individuals under Title V SCSEP. [OAA § 503(a)] [20 CFR 641.140]

30. **"Supportive Services":** services, such as transportation; health and medical services; special job-related or personal counseling; incidentals, such as work shoes, badges, uniforms, eyeglasses, and tools; child and adult care; housing, including temporary shelter; follow-up services; and needs-related payments which are necessary for an individual to participate in program activities authorized under Title V SCSEP. [OAA § 502(c)(6)(A)(iv)] [OAA § 518(a)(8)] [20 CFR 641.140] [20 CFR 641.545]

31. **"Title V SCSEP Grantee Performance Management System (GPMS)":** the DOL system used to process and analyze Title V SCSEP data and the system used to view, print, and save Title V SCSEP quarterly progress reports, data quality reports, and management reports. [OAA § 503(f)(3)-(4)] [20 CFR 641.879(b)] [20 CFR 641.879(e)-(h)]

32. **"Title V Senior Community Service Employment Program (SCSEP)":** a program that serves unemployed, low-income persons who are fifty-five (55) years of age and older and who have poor employment prospects by training them in part-time community service assignments and by assisting them in developing skills and experience to facilitate their transition to unsubsidized employment. [OAA § 502(a)(1)] [20 CFR 641.110]

33. **"Transfer/Change Utility":** the WDCS procedure used to transfer a participant in GPMS from one contractor to another or changing a sub-contractor

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within a subcontractor. [Title V SCSEP Data Collection Handbook Rev. 7 (March 2017), Participant Form Guide (page 39, number 17)]

34. **"Unemployed":** an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income. [OAA § 518(a)(9)] [20 CFR 641.140]

35. **"Web Data Collection System (WDCS)":** the DOL web-based data collection system used to input all Title V SCSEP program and participant information into GPMS. [OAA § 503(f)(3)-(4)] [GPMS User Guide for Grantees Version 1.5 (January 2024)] [20 CFR 641.879(b)] [20 CFR 641.879(e)-(h)]

5.4 Scope of Work

1. The AAA or subcontractor shall perform the following if operating as a direct or contracted Title V SCSEP program:

a. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws, regulations, and this Program Guide including but not limited to:

i. Older Americans Act (OAA) of 1965, as amended through Public Law 116-131, enacted March 25, 2020.

ii. 20 CFR Part 641 SCSEP: Final Rule, September 1, 2010.

iii. 20 CFR Part 641 SCSEP; Performance Accountability, Final Rule, August 29, 2018.

iv. 20 CFR Part 641 SCSEP; Performance Accountability, Interim Final Rule, December 1, 2017.

v. Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128.

vi. 2 CFR Part 200, Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Final Rule.

vii. 2 CFR Part 2900, Uniform Administrative, Requirements, Cost Principles and Audit Requirements for Federal Awards Technical Amendments, Department of Labor (DOL).

viii. 20 CFR 678.400 through 20 CFR 678.510.

ix. Jobs for Veterans Act of 2002, Public Law 107-288. [38 U.S.C. 4215]

x. Age Discrimination in Employment Act of 1967, Public Law 90-202.

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xi. California Healthy Workplaces/Healthy Families Act 2014.

xii. Age Discrimination Act of 1975. [42 U.S.C. 6101 to 6107]

xiii. Terms and Conditions of this Program Guide, the MOU, and the Terms and Conditions of the current SCSEP grant.

xiv. Other CDA PMs, laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.

xv. Any other subsequent TEGLs, memos, bulletins, or similar instructions issued during the term of this Agreement by DOL.

xvi. Privacy Act of 1974, as amended, 5 U.S.C. § 552a.

b. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year. [20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]

c. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals have the opportunity to participate in the program. [20 CFR 641.515(a)]

d. Provide a paid orientation to participants that include information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; CDA Participant Termination Policy; CDA Grievance Policy; CDA Authorized Break in Participation Policy; and permitted and prohibited political activities. [20 CFR 641.535(a)(1)] [20 CFR 641.535(a)(9)] [20 CFR 641.570(d)] [CDA PM 11-06] [CDA PM 11-20] [CDA PM 14-15]

e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; needs for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two (2) times during a 12-month period. [20 CFR 641.535(a)(2)]

f. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and must reflect the needs as well as the expressed interests and desires of the participant. The initial IEP should include an appropriate employment goal for each participant. IEPs shall be updated as necessary to reflect information gathered during the participants'

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assessments. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals. [20 CFR 641.140] [20 CFR 641.535(a)(3)]

g. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP. [20 CFR 641.535(a)(5)-(6)]

h. Submit all requests for an OJE to CDA for approval prior to exercising the OJE with any participants. OJE training is permitted with the same employer, but no more than five (5) times per year for the same job category. [Older Worker Bulletin No. 04 04]

i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every twelve (12) months. Documentation records shall be maintained in a confidential manner. [20 CFR 641.505]

j. Cooperate with community, employment, and training agencies, including agencies under the WIOA, to provide services to low-income older workers. [20 CFR 641.200]

k. Participate in the development of the Title V SCSEP State Plan. Local activities must support the strategic focuses outlined in the Title V SCSEP State Plan. [20 CFR 641.315(a)]

l. Submit a SCSEP Project Quarterly Narrative Progress Reports to CDA each quarter using guidance distributed by CDA. [20 CFR 641.879(f)]

m. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention. [20 CFR 641.545(c)]

n. Execute a signed Memorandum of Understanding (MOU) between the Local Workforce Development Board(s) and the AAA detailing how services will be provided and identifying the AAA required shared infrastructure costs. [WIOA, Public Law 113-128]

The MOU must contain the following components:

i. A description of the functions/services to be performed for AJC (One-Stop Center) clients.

ii. An explanation of how the costs of these functions/services and AJC (One-Stop Center) operations will be funded, including WIOA required shared contributions to infrastructure costs.

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Negotiated infrastructure costs must be captured on the AAA's budget under Administration or Program Other.

iii. A description of the methods to be used for referring clients among the partners.

iv. The duration of the MOU and procedures for amending it.

[29 U.S.C. 3151] [20 CFR 678.400 through 20 CFR 678.510]

o. Maintain an up-to-date SCSEP Data Collection Handbook, BCT Partners Data Validation Handbook, and copies of both State and federal departmental requirements so that all responsible persons have ready access to standards, policies, and procedures. [20 CFR 641.879(b)] [20 CFR 641.879(d)-(e)]

p. Use the program data collection and reporting system as required by CDA in this Program Guide. [OAA § 503(f)(3)-(4)]

q. Submit all requests for a Transfer/Change utility transaction in GPMS to CDA for prior approval. [Title V SCSEP Data Collection Handbook Rev. 7 (March 2017), Participant Form Guide (page 39, number 17)]

r. Not enroll individuals who can be directly placed into unsubsidized employment. [20 CFR 641.512].

s. Use the COG's SCSEP Data Collection Handbook, provided on COG's website, for DOL policy guidance, frequently asked questions, and revisions to the handbook.

t. The Healthy Workplaces/Healthy Families Act of 2014 provides paid sick leave to all California employees who work for the same employer ninety (90) or more days.

SCSEP programs must:

i. Provide participants with forty (40) hours of sick leave at the start of each program year, provided the participant(s) have been with SCSEP longer than ninety (90) days. (CA Labor Code Section 246)

ii. Unspent sick leave time will not be carried over to the following program year.

iii. A participant is entitled to use paid sick days beginning on the 90th day of the training assignment.

iv. Participants on sick leave are not permitted to participate in any trainings, workshops, and/or meetings.

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v. When a participant uses sick leave, the participant must record absent hours on that pay period's time sheet.

2. Core Measures [20 CFR 641.700(b)]

The AAA shall, or if subcontracted, the Subcontractor shall, meet the biennially negotiated performance measures established by the DOL, which include the following core measures:

a. Hours of community service employment.

b. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project.

c. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from project.

d. Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project.

e. Indicators of effectiveness in serving employers, host agencies, and project participants.

f. The number of eligible individuals served.

g. The number of most-in-need individuals served.

[OAA § 513(b)(1)] [20 CFR 641.700(b)] [20 CFR 641.710]

3. In addition to the conditions above, the AAA shall perform the following if subcontracting for Title V SCSEP program services [2 CFR 200.327] [2 CFR 200.328]:

a. Ensure all applicable provisions required within this Program Guide are included in any subcontract entered into by the AAA to carry out the terms outlined within this Program Guide.

b. Conduct an annual onsite monitoring, evaluate, and document the Subcontractor's performance and compliance with this Program Guide.

c. Provide training, support and technical assistance to the Subcontractor(s) as needed and respond in writing to all written requests from the Subcontractor(s) for guidance, and interpretation of instructions.

5.4.1 Additional Federal Requirements

This Program Guide is subject to the requirements of the U.S. Department of Labor (DOL)'s Senior Community Service Employment Program (SCSEP) grant Terms and Conditions and Assurances. By receiving funds to perform services outlined within this Program Guide, the AAA agrees that it will carry out the

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project/program as authorized and will comply with the terms and conditions and other requirements of this Program Guide, including but not limited to:

1. U.S. Department of Labor Training and Guidance Letter (TEGL) 22-19

   AAA is bound by the authorizations, restrictions, and requirements contained in the U.S. Department of Labor, Training and Guidance Letter (TEGL) 22-19, SCSEP Planning Instructions and Allocations.

2. Salary and Bonus Limitations (TEGL 5-06)

   Pursuant to Public Law 116-94, Division A, Title I, Section 105, this award is subject to the Salary and Bonus limitations in Public Law 109-234. The limitation applies to all programs administered or funded by the U.S. Department of Labor and covers any salary or bonus payments made by the AAA or subcontractor to an individual.

3. Requirements for Conferences and Conference Space

   Conferences sponsored in whole or in part by the AAA are allowable if the conference is necessary and reasonable for the successful performance of the federal award. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432.

4. Architectural Barriers

   Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these 23 requirements.

5. Executive Orders

   The AAA shall assure compliance with the following Executive Orders (EO)

   a. EO 12928 - AAA is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions; Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

   b. EO 13043 - AAA is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

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c. EO 13513 - AAA and subcontractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government Owned Vehicles (GOV), while driving Privately Owned Vehicles (POV) when on official Government business, or when performing any work for, or on behalf of the Government.

d. EO 13166 - AAA shall take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For assistance and information regarding your LEP obligations, go to http://www.lep.gov.

6. Reporting Total Compensation of AAA Executives

The AAA shall report the names and total compensation of its top five (5) most highly compensated executives for the preceding fiscal year unless the AAA's gross income from all federal contracts and subcontracts is under $300,000. Such report shall be made to CDA no later than thirty (30) days after the execution of this Agreement.

7. Reporting Fraud, Abuse, and Criminal Conduct (TEGL 2-12)

The AAA shall immediately document and report to CDA allegations, suspicions and complaints involving possible fraud, program abuse and criminal misconduct. In addition, situations involving imminent health or safety concerns, or the imminent loss of funds exceeding an amount larger than $50,000 (e.g. $500,000), are considered emergencies and must immediately be reported to CDA by telephone and followed up with a written report, no later than one working day after the telephone report. No action will be taken against any complainant for disclosing information concerning criminal or improper activities or making a valid complaint to proper authorities. Complainants may remain anonymous.

8. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225(a), the AAA must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). AAA may search the Hotel Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if the property is in compliance, or to find other information about the Act.

9. Contracting with Corporations

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The AAA is prohibited from knowingly entering into a contract, memorandum of understanding, or cooperative agreement with any corporation or its subsidiary that:

a. Was convicted of a felony criminal violation under any federal law within the preceding twenty-four (24) months.

b. Has any unpaid federal tax liability for which all judicial and administrative remedies have been exhausted.

c. Is an inverted domestic corporation under Section 835(b) of the Homeland Security Act of 2002. [6 U.S.C. 395(b)]

10. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to Public Law 116-94, Division A, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL.

11. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to Public Law 116-94, Division A, Title V, Section 527, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

12. Requirement for Blocking Pornography

Pursuant to Public Law 116-94, Division A, Title V, Section 520, no federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

5.5 Budget and Budget Revisions

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Section and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into the MOU.

2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by this Program Guide and the MOU:

a. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be

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charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs.

i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

2) Be incorporated into the official records of the non-federal entity;

3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;

4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.

ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

b. Fringe Benefits.

c. Contractual Costs – subcontract and consultant cost detail.

d. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.

e. Rent - total costs.

f. Supplies – to include items below $5,000.

g. Property – detailed descriptions and unit costs.

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h. Travel (In State Travel and Out of State) – mileage reimbursement rate, lodging, per diem and other costs.

i. Staff Training - attendance cost for necessary training

j. Other Costs - facilities, operating expenses, and other ordinary and necessary costs.

3. The AAA shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Item 2. above.

5.5.1 Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC).

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

2. AAAs requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

3. Indirect costs exceeding the ten percent (10%) maximum 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 federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414]

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5.6 Program Specific Funds

5.6.1 Program Income

1. "Program income" is revenue generated by the AAA or subcontractor from Program Guide-supported activities and includes:

    a. Voluntary contributions received from a participant or responsible party as a result of the service.

    b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided to perform services outlined within this Program Guide.

    c. Royalties received on patents and copyrights from services outlined within this Program Guide.

    d. Proceeds from the sale of items fabricated under a contract agreement.

2. Costs of generating program income may be deducted from gross income to determine program income earned, provided these costs are not charged to program funding.

3. 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)].

4. Program Income remaining at the end of the period of performance must be returned to CDA.

5.6.2 Recipient Local Share

Recipient Local Share (cash and/or in-kind) must be reported monthly, and shall be limited to:

1. Cash and/or in-kind contributions, if such contributions are used to meet program requirements.

2. Recipient Local Share (cash or in-kind) verifiable from the records of the Contractor or subcontractor.

3. Recipient Local Share used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2CFR 2900].

4. On-the-Job Experience expenditures applied to wages and fringe benefits, other program costs, or administration, shall be identifiable in the AAA's records.

5.7 Program Specific Budget and Budget Revision

1. The AAA shall submit electronically the original Title V Budget with the annual updates by May 1, unless otherwise instructed by CDA.

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2. The AAA shall submit electronically, a budget revision thirty (30) days after receiving an amended Title V Budget Display with changes in funding levels, unless otherwise instructed by CDA.

3. Budget revisions may be submitted as necessary, but no later than (60) days prior to the ending of the current fiscal year funding period.

4. The AAA is limited to eight percent (8%) of the federal allocation for Administration.

5. Administrative costs for a subcontractor are not limited to eight percent (8%) of the federal allocation and should be reported as Subcontractor Administration in the Title V Budget.

6. Consultant fees are limited to $710 per day without prior DOL Grant approval.

7. The AAA shall ensure that of the total federal funds expended, not less than seventy-nine percent (79%) shall be spent for Participant Wages and Fringe Benefits.

8. The AAA is not required to budget On-the-Job Experience (OJE) training costs separate from other costs; costs shall be tracked during the funding period as specified on the budget display.

9. The AAA may charge expenditures associated with participant assessment, training, job development, counseling functions, etc. to the Program Other category in the Title V Budget.

a. Property with per unit cost of $5,000 or more, all computing devices regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification from the AAA and approval from CDA, and must be included in the Title V/SCSEP Budget.

b. Property with a per unit cost of $5,000 or more requires justification and approval from the Department of Labor. The AAA must submit a detailed description list to be included in the CDA 35 Title V/SCSEP Budget within 30 days of contract issuance date. [2CFR200.33], [2 CFR 200.313] and [2 CFR 200.439].

10. Senior Community Service Employment Program (Title V) Budget must be submitted in accordance with the Budget Instruction Package, as issued by CDA, before the start-up of each fiscal year. The (Title V) Budget must correlate with Title V SCSEP activities and functions, stipulated within the annual Title V SCSEP Application.

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5.7.1 Line Item Budget Transfers

The AAA may transfer funds between line items under the following terms and conditions:

1. The AAA shall submit a revised budget to CDA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.

2. The AAA shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request, and shall be maintained in the same manner as all other financial records.

5.8 Payments

1. The AAA shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

2. Payments will be made to reimburse expenditures reported unless the AAA pre-selects an Advanced method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as referenced on a budget display.

3. During the entirety of the MOU period, the AAA shall report quarterly accruals and monthly actual expenditures. [2 CFR 2900 14]

4. AAA shall be charged $75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

5.9 Reporting

1. The AAA shall:

   a. Enter program and participant data into GPMS using the WDCS on a routine basis.

   b. Review and continually seek to clear errors in the WDCS and the data must be timely, complete, accurate, and verifiable.

   c. Create a plan to ensure accuracy of data from all levels which includes a method for the AAA or subcontractors to verify the accuracy of the data prior to submission to CDA.

   d. Train and orient staff and subcontractor's staff on data collection and reporting requirements.

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2. The AAA shall review DOL Case Management System (CMS) weekly, in accordance with DOL requirements to ensure accuracy of data entry into the WDCS.

3. The AAA shall review Data Quality Reports, monthly, in accordance with DOL requirements to ensure accuracy of data inputted into the WDCS.

4. The AAA shall submit a Corrective Action Plan describing the actions to be taken to achieve the performance goals if the project did not achieve the established performance goals in the previous fiscal year. [20 CFR 641.740(b)]

5. For purposes of reporting in the Schedule of Expenditures of Federal Awards in the audit, the federal grantor is the U.S. Department of Labor, Employment and Training Administration. The Catalog of Federal Domestic Assistance Number is 17.235.[OAA § 503(f)(3)(4)] [20 CFR 641.879]

6. The AAA shall submit its Title V SCSEP Project Quarterly Narrative Progress Report to CDA twenty (20) days after the close of each quarter using guidance distributed by CDA. [20 CFR 641.879(f)]

5.10 Appeals

In the event of a dispute or grievance regarding the terms and conditions of this Program Guide, both parties shall abide by the following procedures:

1. The AAA shall first discuss the problem informally with CDA. If the problem is not resolved, the AAA must, within fifteen (15) working days of the failed attempt to resolve the dispute with CDA, submit a written complaint together with any evidence to the Division of Home and Community Living Deputy Director. The complaint must include the disputed issues, the legal authority/basis for each issue which supports the AAA's position and the remedy sought. The Deputy Director shall, within fifteen (15) working days after receipt of the AAA's written complaint, make a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 3.10 of this Program Guide. Should the AAA disagree with the decision of the Deputy Director, the AAA may appeal the decision to CDA's Chief Deputy Director.

2. The AAA's appeal must be submitted within ten (10) working days from the date of the decision of the Division of Home and Community Living (DHCL) Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of the AAA's appeal, the Chief Deputy Director or designee shall meet with the AAA for review of the issues raised on appeal and issue a final written decision.

3. The AAA may appeal the final decision of CDA's Chief Deputy Director in accordance with the procedures set forth in 1 CCR 1200.

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4. Costs incurred by the AAA or subcontractor for administrative or court review are not reimbursable.

5.11 Transition Plans and Obligations Upon Termination

1. The AAA shall submit a transition plan to CDA within fifteen (15) business days of delivery of a written Notice of Termination by CDA or Notice of Intent to Terminate by the AAA. The transition plan must be approved by CDA and shall at a minimum include the following:

   a. A thirty (30) day written notice informing participants of program closure, reduction of slots, or change in service provider.

   b. A process on how confidential records of participants and database files will be relinquished by the AAA and transferred to the new service provider.

   c. A process to communicate with national Title V SCSEP grantees to transfer current participants into other employment/training opportunities.

   d. A process on how supportive services will be identified and provided to participants to ease in the transition.

   e. A process to conduct a property inventory and plan to dispose of, transfer, or return to CDA all equipment purchased during the entire operation of the services outlined within this Program Guide.

   f. A description of adequate staff to provide continued service through the term of the existing MOU. [22 CCR 7206(e)(4)]

2. The AAA shall implement the transition plan as approved by CDA. CDA will monitor the AAA's progress in carrying out all elements of the transition plan.

3. The AAA agrees to implement a transition plan submitted by CDA to the AAA when the AAA fails to provide and implement a transition plan as required by Section 3.9.

5.12 Closeout

1. The Title V/SCSEP Financial Closeout Report (CDA 90) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Local Finance Bureau. All AAAs are required to submit Closeout Reports as instructed by CDA.

2. Final expenditures must be reported to CDA in accordance with allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA for the unspent funds.

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The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous fiscal year funding period to the current fiscal year funding period.

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6 HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

6.1 Introduction

The California Health Insurance Counseling and Advocacy Program (HICAP) is a Mello-Granlund Older Californians Act (OCA) program authorized under Welfare and Institutions Code Sections 9530 – 9538 and 9541.

The purpose of HICAP is to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans.

Twenty-six (26) Area Agencies on Aging are responsible for the local management of HICAP in their designated HICAP's service area(s).

HICAP is supported through State and federal funds, and subject to U.S. Department of Health and Human Services (HHS) Administrative Requirements, which can be found in 45 CFR Part 75, federal grant terms and conditions, as well as implemented through the HHS Grants Policy Statement.

6.2 Assurances

1. The AAA shall assure, either as a HICAP direct services or contracted services, that the following conditions are met:

   a. Services are provided only to the defined Eligible Service Population.

   b. Public awareness, knowledge and visibility of the HICAP that includes persons in greatest need of services and partnership opportunities with groups not currently being reached.

   c. Staffing is adequate to cover all requirements and timelines of the Program. The Program Manager shall manage the Program at least thirty-two (32) hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.

   d. The Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.

   e. All persons affiliated with the Program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with laws, regulations, and the HICAP Program Manual.

   f. Participants who volunteer their time for the health insurance counseling and advocacy program may be reimbursed for expenses incurred, as specified in Section 3.15.1.

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2. The AAA shall assure, either as a HICAP direct services or contracted services, compliance with the State Conflict of Interest Requirements as they pertain to HICAP services as follows:

a. The project staff and volunteers do not engage in the solicitation of insurance; nor endorse any Medicare supplement, long-term care, or other insurance policies or plans; nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.

b. The project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The AAA shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.

c. All reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The AAA shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the AAA from soliciting program contributions from entities that do not pose a conflict of interest.

3. Materials published or transferred by the AAA and financed with funds under this Agreement shall:

a. Use the SHIP Logo and Tagline on all HICAP publications, including websites.

b. Identify the name of the entity, the address, and telephone number at which the supporting data is available.

c. Acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.

d. Assure that all HICAP related public information materials include the appropriate HICAP Product Disclaimer.

The AAA may select the appropriate Template Language that best corresponds with the AAA's, or contracted service provider's HICAP allocation(s). Template

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language should be edited to replace each reference of "XX" with the appropriate corresponding figure.

i. Product Disclaimer Template Option 1:

"This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling $XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government."

ii. Product Disclaimer Template Option 2:

This project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling $XX with XX percentage funded by ACL/HHS and $XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

4. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted in relation to the program funded by the authority provided by the MOU. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.

5. The AAA shall assure, either as HICAP direct services or contracted services, full compliance with full compliance with PM 19-08, to include:

a. All HICAP volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.

b. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.

c. The Area Agency on Aging shall assure, either as HICAP direct services or contracted services, full compliance with the federal Volunteer Risk and Program Management (VRPM) requirements.

6. The AAA shall assure, either as HICAP direct services or contracted services, full compliance with 2 CFR 200.216.

The AAA is prohibited from the direct or indirect use of funds to:

a. Procure or obtain;

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b. Enter into contract to procure or obtain; or

c. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries and affiliates.

7. Contingent upon legislative approval for augmented Local Assistance funds and CDA's notice of availability of funds:

a. The HICAP shall ensure that the equivalent of at least one full-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.

b. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator.

8. The AAA, whether providing HICAP directly or through contracted service providers, shall assure program funds are not used for Meals except for the following:

a. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement.

b. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

c. When providing training events for HICAP staff and all the following conditions are met:

i. The HICAP training event is at least four hours in length.

ii. The agenda for the training does not include a designated lunch break. (i.e., working lunch)

iii. All attendees sign an attendance sheet to confirm their participation throughout the training.

9. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with the Consolidated Appropriations Act, 2021, Public Law 116-260 to include Administration for Community Living (ACL) grant award funds may not be used:

a. To pay the salary of an individual at a rate in excess of $199,300.

b. To advocate or promote gun control (Section 217).

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c. To carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug (Section 522).

d. For lobbying purposes (Public Law 116-260 Section 503), such as:

i. For publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

ii. To pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policy- making and administrative processes within the executive branch of that government.

iii. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

10. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)).

a. Provisions applicable to the AAA, whether providing HICAP services directly or through a contracted service provider, that are private entities:

Employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

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ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

b. The Department may terminate this agreement, without penalty, if the AAA that is a private entity:

i. Is determined to have violated an applicable prohibition in paragraph a; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either:

1) Associated with performance under this agreement; or

2) Imputed to the AAA using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the Administration for Community Living at 2 CFR part 376.

c. The AAA must inform CDA immediately of any information received from any source alleging a violation of a prohibition in paragraph a.

i. Of the MOU term.

ii. CDA’s right to terminate unilaterally that is described in paragraph b:

1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

2) Is in addition to all other remedies for noncompliance that are available to CDA under this agreement

3) The AAA must include the requirements of paragraph a of this agreement in any subcontract.

d. Definitions for purposes of this contract item:

i. “Employee” means either:

1) An individual employed by the AAA or a subcontractor who is engaged in the performance of the project or program under this agreement; or

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2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery

iii. "Private entity":

1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

2) Includes:

a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b)

b) A for-profit organization

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

11. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with the 48 CFR 3.901 Whistleblower Protections for Contractor Employees which protects contractor employees from reprisal for disclosure of information (41 U.S.C. 4705).

12. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with Obergefell v. Hodges, 576 U.S. 644 (2015), the U.S. Supreme Court's decision which held that States may not deny same-sex couples the right to marry. The AAA is expected to recognize same-sex marriage, given that marriage is also recognized by a U.S. jurisdiction. Accordingly, the AAA must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages.

13. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with the HHS Grants Policy Statement (GPS), which are common across all HHS Operating Divisions (OPDIVs) and apply as

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indicated in the HHS GPS unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in individual Notices of Awards).

6.3 Program Definitions

1. **"Eligible Service Population":** Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [Welf. & Inst. Code § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services, including long-term care planning and long-term care insurance counseling services. [Welf. & Inst. Code § 9541(c)(1), (c)(2), (c)(4)-(6)]

2. **Older Californians Act (OCA):** Welf. & Inst. Code § 9541 of the Mello-Granlund Older Californians Act, which is the enabling legislation for HICAP.

3. **"Health Insurance Counseling and Advocacy Program" (HICAP):** a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]

4. **"Medicare Modernization Act 2005 (MMA) State Funds":** the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).

5. **"State Health Insurance Assistance Program" (SHIP):** a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.

6. **"Program Income":** revenue generated by the AAA or Subcontractor from Program Guide and Program supported activities, and may include:

    a. Voluntary contributions received from a participant or responsible party as a result of the service.

    b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under the MOU.

    c. Royalties received on patents and copyrights from contract-supported activities.

    d. Proceeds from the sale of goods created under CDA grant funds

6.4 Scope of Work

The AAA, whether providing HICAP directly or through a subcontract, shall:

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1. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Program Guide, SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of the MOU.

2. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]

3. Provide timely notice to CDA of any changes to the Program or changes in the status of the AAA or Subcontractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the AAA will forward this information to CDA.

4. Submit the name of the HICAP Program Manager to CDA within thirty (30) days of initial employment. If subcontracted, the AAA will forward this information to CDA.

5. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, and Long-Term Care Community Educators, designed to expand services as broadly as possible [WIC 9541(c)(7)]. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.

6. Ensure that the standard HICAP work week business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.

7. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days received.

8. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9 a.m. to 4 p.m. Responses to email communications must be provided within two (2) business days of the day the email was received.

9. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party. AAAs are encouraged to use the

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CDA 9009 (Authorization for Use/Disclosure of Health Information), or a similar form developed by the AAA.

10. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual. [Welf. & Inst. Code § 9541(f)(4)]

11. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics. [Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]

12. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual. [Welf. & Inst. Code § 9541(e)]

13. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency. [Welf. & Inst. Code § 9541(f)(7)]

14. Maintain a program data collection and reporting system as specified in Section 6.9 of this Program Guide.

15. Collect, track, and report on all aspects of HICAP activity as specified in Section 6.9 of this Program Guide, to assess the Contractor's progress in reaching measurable outcomes as defined through annual HICAP Performance Measures.

16. Ensure the submission of program information and support documentation, to the CDA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA.

17. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.

18. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.

19. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:

    a. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.

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b. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541(c)(3)]

c. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 9541(c)(3)]

d. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.

i. Counseling sessions are required to be conducted by a registered HICAP counselor.

ii. The client may be either the person imminently becoming eligible for Medicare, enrolled in Medicare, or their representative.

e. Report the Legal Services units of service (if applicable) in the Area Plan Service Unit Plan (SUP).

The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

20. Perform the following if subcontracting for HICAP program services:

a. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to Welf. & Inst. Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of the MOU.

b. Ensure all applicable provisions required within this Program Guide and the MOU are included in any subcontract entered into by the AAA to carry out the terms of this Program Guide and the MOU.

c. Review, approve, and monitor subcontractors' budgets and expenditures and any subsequent amendments and revisions to budgets. The AAA shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

d. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Program Guide and the MOU. [45 CFR 1321.11]

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e. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance and interpretation of instructions.

21. AAAs are required to integrate HICAP in their Area Plan and annual updates, following CDA guidance. When Area Plans or annual updates are submitted, AAAs must ensure that the submitted Area Plan or annual update either aligns with the approved HICAP budget or submit a budget revision to align with the Area Plan, as outlined in Area Plan chapter of this Program Guide. [Welf. & Inst. Code § 9535(b)]

6.5 Budget and Budget Revisions

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Section 6.7.1 and shall not be entitled to payment for these expenses until the MOU is approved and executed by CDA. The approved budget is hereby incorporated by reference into the MOU.

2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by the MOU:

a. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs.

i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

2) Be incorporated into the official records of the non-federal entity;

3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;

4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated

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using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.

ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

b. Fringe Benefits.

c. Contractual Costs - subcontract and consultant cost detail.

d. Allocated Direct Costs - requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.

e. Rent - total costs.

f. Supplies – to include items below the $5,000 property threshold.

g. Property - detailed descriptions and unit costs.

h. Staff Training – attendance cost for necessary training, specified for each fund source.

i. Travel (In State and Out of State) - mileage reimbursement rate, lodging, per diem and other costs.

j. Other Costs - facilities, operating expenses, and other ordinary and necessary costs.

3. The AAA shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Item 2 above.

6.5.1 Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the AAA's Modified Total Direct Costs (MTDC).

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each

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subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

2. AAAs requesting reimbursement for indirect costs exceeding the maximum tend percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

3. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable).

6.6 Program Specific Funds

6.6.1 Program Income

1. No Program Income is required under the terms and conditions of this Agreement.

2. No fees may be charged for services, although contributions or donations may be requested. Signs and literature about HICAP services may indicate that donations are welcome. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as Program Income. (Applicable to HICAP program only.)

6.6.2 One-Time Only (OTO) Funds

OTO funds, if any, are non-transferable between funding sources and are to be used for the purposes for which they were originally allocated. This means that OTO funds can only be used in the program in which they were accrued.

6.6.3 Administration

AAA Administration shall be no more than ten percent (10%) of the total program allocation per term, as outlined on the budget display.

6.7 Program Specific Budget and Budget Revisions

1. The AAA shall submit electronically the original HICAP Budget thirty (30) days after budget displays have been released, unless otherwise instructed by CDA.

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2. The AAA shall submit electronically a budget revision thirty (30) days after receiving an amended Budget Display with changes in funding levels, unless otherwise instructed by CDA.

3. The final date to submit a budget revision is sixty (60) days prior to the end of the budget period, unless otherwise specified by CDA. CDA will not accept any budget revisions after the budget period has expired. Budget periods associated with the MOU and this Program Guide are outlined within the HICAP budget display.

4. In the event that programs are changed from direct services to contracted services or contracted services to direct services, the AAA shall submit a revised budget to CDA, prior to implementation of said change.

6.7.1 Line Item Budget Transfers

The AAA may transfer funds between line items under the following terms and conditions:

1. The AAA shall submit a revised budget to CDA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.

2. The AAA shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

6.8 Payments

1. The AAA shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA

2. Payments will be made to reimburse expenditures reported unless the AAA pre-selects and Advanced method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as referenced on a budget display.

3. AAA shall be charged $75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

6.9 Reporting

1. The AAA shall ensure, either as a direct services or contracted services HICAP, that program data is entered into the Statewide HICAP Automated Reporting Program (SHARP) in accordance with CDA requirements [Welf. & Inst. Code § 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.

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a. The AAA shall review and approve program performance data entered into SHARP.

b. The AAA shall review and approve performance data, and submit programmatic data using SHARP for the reporting periods as follows:

Reporting Period	Due Date
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	August 15
August 1 – August 31	September 15
September 1 – September 30	October 15
October 1 – October 31	November 15
November 1 – November 30	December 15
December 1 – December 31	January 15
January 1 – January 31	February 15
February 1 – February 28	March 15
March 1 – March 31	April 15

2. The AAA, whether providing HICAP directly or through contracted service providers, shall train and orient staff regarding program data collection and reporting requirements. The AAA shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]

3. The AAA, whether providing HICAP directly or through contracted service providers, shall provide to CDA for approval, a detailed HICAP Work Plan that outlines the strategies and use of resources to complete project goals as provided by CDA.

The AAA's proposed HICAP Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the AAA.

The CDA-approved HICAP Work Plan is hereby incorporated into the MOU by reference.

Requests to modify or amend the approved Work Plan may be made by either CDA or the AAA at any time. Modifications of the Work Plan shall be effective

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upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.

6.10 Transition Plans and Obligations Upon Termination

1. In the event of a change in a HICAP contracted service provider, the AAA shall assure that a subsequent HICAP contracted service provider is available to complete any open cases or transactions during the transition period. This shall include Medicare appeals and timelines with the Centers for Medicare & Medicaid Services or hearing officers.

2. The AAA shall submit a transition plan to CDA within fifteen (15) days of CDA's written Notice of Termination or AAA's Notice of Intent to Terminate. The transition plan must be approved by CDA and shall at a minimum include the following:

   a. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new provider.

   b. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new provider.

   c. A description of how clients will be notified about the change in and continuation of, their HICAP services.

   d. A description of how communications with other HICAP sites, local agencies and advocacy organizations shall be made to assist in locating alternative services as needed.

   e. A description of how community referral sources will be informed of the pending termination of this HICAP MOU or contracted service provider agreement and the transition and provision of services.

   f. A description of how sensitive and confidential records will be transferred.

   g. A description of adequate staff to provide continued service through the term of the existing agreement. [22 CCR 7206(e)(4)]

   h. A plan to conduct a property inventory and transfer, or return to CDA all equipment purchased with HICAP funds as directed by CDA.

   i. Additional information as necessary to effect a safe transition of clients from the outgoing AAA or Subcontractor to the new AAA or subcontractor.

3. The AAA shall require a contracted service provider, in the event of a change of a HICAP contracted service provider, either as a result of a routine procurement process or a subcontract termination, to submit a transition plan to the AAA upon written Notice of Termination by the AAA or Notice of Intent to

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Terminate by the contracted service provider. The AAA shall submit the transition plan to CDA at least fifteen (15) days prior to the termination of the agreement, in accordance this section of the Program Guide. The transition plan must be approved by CDA prior to implementation.

4. The AAA shall implement the transition plan as approved by CDA.

5. CDA will monitor the AAA's progress in carrying out all elements of the transition plan.

6.11 Closeout

1. All AAAs shall submit a Closeout Report to the Local Finance Bureau once per State Fiscal Year, covering the period of April 1st – March 31st.

2. Final expenditures must be reported to CDA in accordance with the allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous fiscal year funding period to the current fiscal year funding period.

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7 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA)

7.1 Introduction

The Medicare Improvements for Patients and Providers Act (MIPPA) of 2008 is a multi-faceted piece of legislation related to Medicare. One important provision of MIPPA is the allocation of federal funding (through Section 119) for State Health Insurance Assistance Programs (SHIPs), Area Agencies on Aging (AAAs), and Aging and Disability Resource Centers (ADRCs) to help low-income Medicare beneficiaries apply for programs that make Medicare affordable. In addition to SHIPs, AAAs, and ADRCs, Tribes can also receive small grants to do MIPPA outreach in their communities. MIPPA grants are administered by the U.S. Administration for Community Living (ACL).

MIPPA legislation also funds a National Center for Benefits Outreach and Enrollment, currently operated by NCOA.

7.2 Assurances

7.2.1 Order of Authority

This Program Guide is subject, in descending order, to the requirements applicable under (1) the Medicare Improvements for Patients and Providers Act of 2008 - Section 119, Public Law (PL) 110-275, as amended by Section 3306 of the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act), reauthorized by Section 610 of the American Taxpayer Relief Act of 2012 (ATRA), reauthorized by Section 110 of the Protecting Access to Medicare Act of 2014, reauthorized by the Medicare Access and CHIP Reauthorization Act of 2015, and reauthorized for two years under the Bipartisan Budget Act of 2018 (P.L. 115-123, BBA of 2018); reauthorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020; (2) other applicable federal statutes and their implementing regulations; (3) program regulations; (4) terms of conditions of the award.

By expending funds received under this award, the recipient commits to ensuring that it will carry out the project/program described in its approved state plan(s). Funds must be expended on the approved MIPPA plans; failure to do so will result in the disallowance of expenditures and require the return of all funds spent on inappropriate activities.

7.2.2 Audit Requirement

This Program Guide is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under Title 45 CFR Part 75. These requirements and additional terms and conditions can be found the ACL website:

https://www.acl.gov/grants/managing-grant

The AAA shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors.

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The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living:

93.071 Priority Area 1: SHIPs, Priority Area 2: AAAs, Priority Area 3: ADRCs

Expenditures will also be identified separately by Catalog of Federal Domestic Assistance (CFDA) number as separate rows on Form SF-SAC. For questions and information concerning the submission process, please visit:

https://harvester.census.gov/facides/Files/2015_2018%20Checklist%20Instructions%20and%20Form.pdf

7.2.3 Products

At any phase of the project period, the AAA shall deliver to CDA, upon request, any materials, systems, or other items developed, refined, or enhanced under this Program Guide. The Recipient agrees that CDA and ACL shall have royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for federal or state government purposes.

7.2.4 MIPPA Product Disclaimer

The AAA shall assure that all MIPPA related public information materials include the appropriate MIPPA Product Disclaimer.

The AAA may select the appropriate Template Language that best corresponds with the AAA's, or sub-contractor's MIPPA contract allocation(s) and has been edited to replace each reference to "XX" with the appropriate corresponding figure.

1. Product Disclaimer Template Option 1:

"This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling $XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government."

2. Product Disclaimer Template Option 2:

This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling $XX with XX percentage funded by ACL/HHS and $XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

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7.2.5 Whistleblower Protections

AAAs are hereby given notice that the 48 CFR Section 3.908, implementing Section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Program Guide.

7.2.6 United States v. Windsor

United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013), Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. Section 7. All contractors/subcontractors are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions, or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, AAAs/subcontractors must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

7.2.7 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The AAA shall assure, either as MIPPA direct services or contracted services, full compliance with 2 CFR 200.216. The AAA is prohibited from the direct or indirect use of funds to:

1. Procure or obtain; or

2. Enter into contract to procure or obtain; or

3. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications.

Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries, and affiliates.

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7.2.8 Funding Restrictions

Funds may not be used for the following purposes:

1. Construction and/or major rehabilitation of buildings.

2. Basic research (e.g. scientific or medical experiments)

3. Continuation of existing projects without expansion or new and innovative approaches.

4. Meals are generally unallowable, except for the following:

   a. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement, and

   b. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

7.2.9 Cooperation with National Center for Benefits Outreach and Enrollment (NCBOE)

The AAA shall assure engagement in NCBOE peer learning opportunities, such as webinars and communities of practice.

7.2.10 Training

The AAA shall assure project staff maintain a comprehensive understanding of project expectations. This includes, but is not limited to attendance of CDA-hosted MIPPA meetings and/or trainings by service provider management staff and/or designees.

7.2.11 Connectivity

The AAA shall maintain the capability to send and receive e-mail communications and other information through the internet, including expanding/maintaining internet capability at the local program level. Counselors should have access to internet-based enrollment and counseling tools at the time and place of counseling.

7.3 Program Definitions

1. **Aging and Disability Resource Connection (ADRC):** a program that helps older adults and individuals with disabilities make informed decisions about their service and support options, and serves as a single point of entry to the long-term care system. Outside California, these programs are called Aging and Disability Resource Centers. The terms are used interchangeably in this agreement. ADRCs were established through a collaborative effort of the U.S. Administration for Community Living (ACL) and the Centers for Medicare & Medicaid Services.

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2. **Eligible Service Population**: individuals defined as Medicare eligible beneficiaries likely to be qualified for Medicare Part D, the Low-Income Subsidy (LIS) Prescription Drug Program, and/or the Medicare Savings Programs (MSP).

3. **Enhanced Outreach:** outreach activities that include, but are not limited to, disease prevention and promoting wellness and are above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assistance Program [SHIP] funds or Older Americans Act [OAA] outreach funds).

4. **Enrollment Assistance:** one-on-one assistance to beneficiaries completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.

5. **Enrollment Assistance Centers:** locations equipped and designated for LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.

6. **Health Insurance Counseling and Advocacy Program (HICAP):** a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a statewide basis. [Welf. & Inst. Code §9541]

7. **Indirect Costs:** 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.

8. **Low-Income Subsidy (LIS):** a federal program that provides financial assistance with Part D premiums and cost sharing for eligible low-income Medicare beneficiaries.

9. **Medicare Improvements for Patients and Providers Act (MIPPA) of 2008:** legislation that amended Titles XVIII and XIX of the Social Security Act to extend expiring provisions under the Medicare program, to improve beneficiary access to preventive and mental health services, to enhance low-income benefit programs, and to maintain access to care in rural areas, including pharmacy access.

10. **Medicare Part D Low-Income Subsidy (LIS)/Extra Help:** a federal program that provides financial assistance with Part D premiums and cost sharing for eligible low-income Medicare beneficiaries.

11. **Medicare Prescription Drug Improvement and Modernization Act of 2003 (also known as the "Medicare Modernization Act" or "MMA"):** legislation that imposed the most sweeping changes to the Medicare program since its inception, including the addition of a prescription drug benefit through a new Medicare Part D.

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12. **Medicare Savings Programs (MSP):** three programs that serve Medicare beneficiaries who do not qualify for full Medi-Cal: Qualified Medicare Beneficiaries, Specified Low-Income Medicare Beneficiaries, and Qualified Individuals. Beneficiaries enrolled in one of these Medicare Savings Programs automatically receive LIS.

13. **National Center for Benefits Outreach and Enrollment (NCBOE):** an organization that helps organizations enroll seniors and younger adults with disabilities with limited means into the benefits programs for which they are eligible so that they can remain healthy and improve the quality of their lives.

14. **Program Income:** revenue generated by the AAA or subcontractor from activities and services outlined within this Program Guide and the MOU. Program income is:

    a. Voluntary contributions received from a participant or responsible party as a result of the service(s).

    b. Income from usage or rental fees of real or personal property acquired with funds provided under the authority of this Program Guide and the MOU.

    c. Royalties received on patents and copyrights from Program Guide-supported activities.

    d. Proceeds from the sale of items fabricated under a contract agreement.

15. **Rural:** all territory, population and housing units not classified as urban. The rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

16. **State Health Insurance Assistance Program (SHIP):** a national program supported by the federal ACL that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.

17. **Urban:** all territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

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7.4 Scope of Work

7.4.1 Program Provisions

1. The Scope of Work shall be performed by the AAA and/or its subcontractors, which may include, but not be limited to, the HICAP and the ADRC (where applicable). MIPPA Eligible Service Providers receiving one or more MIPPA Priority Area allocations are responsible for the corresponding Activities outlined below:

   a. MIPPA Priority Area 1 (SHIP)

      i. Eligible Service Providers: HICAP Service Provider, whether provided as a direct service or through a subcontractor.

      ii. Activities: Must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.

   b. MIPPA Priority Area 2 (AAA):

      i. Eligible Service Providers: AAA Programs, may include HICAP Service Providers.

      ii. Activities: Must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.

   c. MIPPA Priority Area 3 (ADRCs):

      i. Eligible Service Provider: Designated ADRCs, may include HICAP Service Providers serving the ADRC service area.

      ii. Activities: Must provide outreach regarding Medicare Part D benefits related to LIS and MSPs, and conduct outreach activities aimed at preventing disease and promoting wellness.

   d. All Priority Areas – SHIPs, AAAs, and ADRCs: Must conduct outreach activities aimed at preventing disease and promoting wellness.

2. All MIPPA contract and subcontract activities must be over and above those related activities provided through other funding sources (e.g., OAA funding and the basic federal SHIP/ State HICAP funds), and they must support attainment of performance objectives specified by the California Department of Aging (CDA) (available on the CDA website).

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7.4.2 AAA Responsibilities

The AAA, directly or through coordination and collaboration with subcontractors, local aging network resources, and community partners shall:

1. Provide MIPPA Program Activities in the corresponding service area(s) where MIPPA Priority Area 1 (AAA), MIPPA Priority Area 2 (SHIP), and MIPPA Priority Area 3 (ADRC) funding has been allocated. For MIPPA Priority Area 3 (ADRC) allocation, program activities must be provided in the corresponding ADRC service area as indicated in the Budget Display.

2. Provide to CDA for approval, a detailed MIPPA Work Plan (CDA 7001M) that outlines the AAA's and subcontractors' (if applicable) strategies and use of resources to complete project goals as provided by CDA.

The proposed MIPPA Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the AAA.

The CDA-approved MIPPA Work Plan is hereby incorporated by reference as part of this Program Guide.

Requests to modify or amend the approved Work Plan may be made by either CDA or the AAA at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.

3. Prepare and submit MIPPA-related budget(s) and budget reports as specified by CDA. In addition, the Contractor shall review, approve, and monitor all MIPPA-related budgets, expenditures and revisions of subcontractors including, but not limited to, HICAP(s) and ADRC(s) (where applicable).

4. Monitor, on an ongoing basis, all use of MIPPA funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the MIPPA funds are administered in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved [2 CFR Section 200.328]. Program and fiscal monitoring shall be performed during the term of this Agreement.

5. Evaluate each subcontractor's risk of noncompliance with federal statutes, regulations, and the terms and conditions of this Program Guide and the MOU for purposes of determining the appropriate subcontractor monitoring as required under 2 CFR Section 200.331(b), which may include consideration of such factors as:

   a. Prior experience with the same or similar subcontracts;

   b. Results of previous audits including whether or not the Subcontractor receives a Single Audit in accordance with 2 CFR Part 200,

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Subpart F—Audit Requirements, and the extent to which the same or similar subcontract has been audited as a major program;

c. Whether the Subcontractor has new personnel or new or substantially changed systems; and

d. The extent and results of federal awarding agency monitoring (e.g., if the Subcontractor also receives federal awards directly from a federal awarding agency).

6. Consider imposing specific conditions as described in 2 CFR Section 200.207 upon a subcontractor with a history of failure to comply with general or specific terms and conditions of a federal award or failure to meet expected performance goals of the Program Guide.

7. Monitor the activities of the Subcontractor as necessary to ensure that funding is used solely for authorized purposes in compliance with federal statutes, regulations, and the terms and conditions of this Program Guide and the MOU; and that performance objectives are achieved.

8. The AAA, while monitoring the Subcontractor, must:

a. Review required financial and programmatic reports. [2 CFR Section 200.302]

b. Follow-up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to funds awarded to perform MIPPA services through this Program Guide and MOU detected through audits, on-site reviews, and other means.

c. Issue a management decision for audit findings pertaining to the funds awarded to perform MIPPA services through this Program Guide and MOU as required by 2 CFR Section 200.521.

9. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions.

10. Maintain and distribute up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

11. Prepare and submit the Budget to the CDA Local Finance Bureau, as referenced in section 7.5, Budget and Budget Revisions, of this Program Guide.

7.4.3 Performance Measures

The AAA shall collect, track, and report on all aspects of MIPPA activities specified in Section 7.8, of this Program Guide. MIPPA related activities that are measured through federal MIPPA Performance Measures, include:

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

1. The number of counseling services for beneficiaries under 150% of the Federal Poverty Level

2. The number of persons reached through interactive presentations, booth/exhibits, mobile info vans, and enrollment events

3. The number of counseling services for beneficiaries in Target Beneficiary Groups (Under 65, Rural, Native American, English as a Secondary Language)

4. The number of counseling services where applications were submitted for Limited Income Subsidy (LIS)/Extra Help and Medicare Savings Programs (MSPs)

7.4.4 Other Provisions and Assumptions

1. AAA, ADRCs, and HICAPs may subcontract enhanced outreach activities to other community-based organizations as necessary, in accordance with Section 3.2.2.

2. The AAA, whether providing services directly or through a subcontract, shall ensure:

a. Services are provided to the Eligible Service Population as defined.

b. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, and services as provided in 2 CFR 200 Subpart D, Procurement Standards.

7.5 Budget and Budget Revisions

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Program Guide and shall not be entitled to payment for these expenses until the MOU is approved and executed by CDA. The approved budget is hereby incorporated by reference into the MOU.

2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by this Program Guide and the MOU:

a. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:

i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

2) Be incorporated into the official records of the non-federal entity;

3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;

4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.

ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

b. Fringe Benefits.

c. Contractual Costs - subcontract and consultant cost detail.

d. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.

e. Rent – total costs

f. Supplies – to include items below the $5,000 property threshold.

g. Property - detailed description and total costs.

h. Travel (In State and Out of State) - mileage reimbursement rate, lodging, per diem and other costs.

i. Staff Training – attendance costs for necessary training, specified for each fund source.

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

j. Other Costs - facilities, operating expenses, and other ordinary and necessary costs.

3. The AAA shall ensure that the subcontractor shall submit a budget, which shall be incorporated by reference into the subcontract and will have, at a minimum, the categories listed in Item 2. above.

4. The AAA shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceed ten percent (10%) of the total budget for each sub-cost category

5. The AAA shall maintain a written record of all budget changes and clearly document line item changes. The records shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

6. Unless otherwise specified by CDA, the final budget revision must be submitted at least sixty (60) days prior to the ending date of the budget period, as outlined on the program Budget Display.

7. The budget is due electronically to the Local Finance Bureau no later than thirty (30) days from the date of the transmission of the Budget Display and MOU.

8. Funds made available under this Program Guide and the MOU shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government.

7.5.1 Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the AAA's and/or Subcontractor's modified total direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)].

2. AAAs requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.

"Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

7.6 Program Specific Funds

1. Program Income

No Program Income is required under the terms and conditions of this Program Guide and the MOU.

2. Matching Contributions

No match is required under the terms and conditions of this Program Guide and the MOU.

3. Administration

AAA Administration shall be no more than ten percent (10%) of the total program allocation.

4. Property

Property with per unit cost over $5,000 or any reportable property as outlined in the property section of this guide, regardless of cost, requires justification from the AAA and approval from CDA. Property must be included on and will be approved via an approved MIPPA Budget.

7.7 Payments

The State shall reimburse the AAA with MIPPA funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Program Guide and the MOU. The following process applies to all funding with this Program Guide and the MOU:

1. The AAA shall submit monthly expenditures in an electronic format, utilizing the CDA's online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.

2. Payments will be made to reimburse monthly expenditures reported unless the AAA pre-selects an advanced method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as reference on the budget display.

3. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the AAA of any disputed expenditures.

4. The AAA shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.

5. Upon written request by CDA, AAA must submit additional documentation or justification to support the reported expenditures.

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

6. The AAA shall be charged $75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

a. If the MOU is executed late to no fault of CDA then the AAA may be liable for the incurred processing fees.

b. If the MOU is executed late due to CDA's handling, then CDA shall cover the incurred processing fees.

7. The AAA shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

7.8 Reporting

1. Data Reporting and Collection

a. The AAA is required to collect and report data as specified by CDA for work completed by the AAA and the ADRC (where applicable). Refer to: https://aging.ca.gov/Providers_and_Partners/Health_Insurance_Counseling_and_Advocacy_Program/#pp-mippa for reporting guidance.

b. The AAA shall ensure participating HICAPs report work completed under the Agreement using the Statewide HICAP Automated Reporting Program (SHARP).

c. The AAA shall ensure that all performance data is submitted according to CDA-approved reporting procedures and timelines and is timely, complete, accurate, and verifiable.

d. CDA reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.

2. Narrative Reports

a. Narrative reports are due to CDA at dates to be specified by CDA.

b. All narrative reports shall specify how the contract funds were used, progress to date in achieving MIPPA Work Plan objectives, barriers encountered, and steps taken to overcome these barriers.

7.9 Transition Plans and Obligations Upon Termination

In the event of a change in subcontractors during the term of the MOU, the AAA shall assure that a subsequent subcontractor is available to complete any open cases or transactions during the transition period. This shall include all requirements specified this Program Guide and the MOU.

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

7.9.1 Transition Plan

The AAA shall submit a transition plan to CDA for approval within fifteen (15) days of a written Notice of Termination by CDA or Notice of Intent to Terminate by the AAA or subcontractor. The transition plan must be approved by CDA prior to implementation and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new AAA or Subcontractor.

2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new AAA or Subcontractor.

3. A description of how clients will be notified about the change and how their services will be continued.

4. A description of how communications with other HICAP sites, ADRCs (where applicable), local agencies and advocacy organizations may be made to assist in locating alternative services as needed.

5. A description of how community referral sources will be informed of the change of AAA or subcontractor and the continuation of services.

6. A description of how sensitive, confidential records, including personal health information, will be transferred to ensure adequate protection of the records.

7. A description of the qualifications of the requisite staff that would ensure continued provision of services through the term of the existing MOU.

8. A plan that specifies a timeline for the transition.

9. A plan to conduct a property inventory and transfer, or return to the CDA, all equipment purchased with these Program funds as directed by CDA.

10. Additional information as necessary to effect a safe transition of clients from the outgoing AAA to the new AAA.

The AAA shall implement the transition plan as approved by CDA.

CDA will monitor the AAA's progress in carrying out all elements of the transition plan.

7.10 Closeout

1. The MIPPA Financial Closeout Report and the Program Property Inventory Certification shall be submitted annually to the CDA Local Finance Bureau. All AAAs are required to submit Closeout Reports with actual expenditures, electronically, as instructed by CDA..

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

2. All AAAs are required to submit a Program Property Inventory Certification annually, at the time of closeouts, to Property@aging.ca.gov or as instructed by CDA.

3. Final expenditures must be reported to CDA in accordance with allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 calendar days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from the outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous year's contract to the current contract period.

Attachment: Attachment G - Program Guide (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

SUBAWARD

SUBAWARD NUMBER	AM. NO.
A25-0006-S002	#1
SUBAWARD IDENTIFICATION NUMBER	
A25-0006-S002-A01	

THIS SUBAWARD AMENDMENT, made and entered into in the State of California, by and between **Chico State Enterprises**, hereafter called Prime Recipient or CSE, and

SUBRECIPIENT'S NAME
Colusa County Department of Health & Human Services , hereafter called Subrecipient.

Prime Recipient, on behalf of its program, the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AAA-2425-03 (Prime), from California Department of Aging, to provide services according to Title III Program to meet the needs of California's older adult population. Recipient is issuing this amendment to award additional funding in support of the subrecipient's Title III Program services.

Subrecipient agrees at its own expense to furnish all equipment, labor and materials necessary to provide Title III Program Services.

The maximum amount of this Subaward is **$154,620.00** from the following funding sources:

Funding Source	C1 Nutrition	C2 Nutrition
Federal	$ 19,550	$ 45,165
State General Fund	$ 3,380	$ 10,559
State GF Augmentation	$ 8,479	$ 47,760
USDA NSIP	$ 1,750	$ 3,157
Total Groups (base agreement)	$ 33,159	$ 106,641
Amendment #1 Federal OTO	**$ 7,343**	**$ 6,319**
Amendment #1 NSIP Adj	**$ 413**	**$ 745**
Total Groups with Am #1	**$ 40,915**	**$ 113,705**

Revised Total: Base Agreement $139,800 + $7,343 + $6,319 + $413 + $745 = $154,620

Subrecipient agrees to provide revised budget detail upon execution of amendment. The parties agree to comply with the terms and conditions in the original Subaward Agreement by this reference.

All matters related to the scope of work and terms and conditions remain consistent with the fully executed base agreement.

This subaward amendment has been executed by the parties hereto, upon the date of final signature below.

PRIME RECIPIENT	SUBRECIPIENT
Chico State Enterprises	Colusa County Department of Health and Human Services
BY (AUTHORIZED SIGNATURE) DATE	BY (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Susan Podesta Director of Sponsored Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Elizabeth Kelly Director
ADDRESS/E-MAIL 25 Main Street, Suite 203, Chico, CA 95928-5388 swpodesta@csuchico.edu	ADDRESS/E-MAIL 251 East Webster Street, Colusa, CA 95932 elizabeth.kelly@countyofcolusa.com

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	CSE PROJECT CODE
$14,820.00	$154,620.00	65094-65111

Attachment: Sub Amd A25-0006-S002-A01 Colusa DHHS (10351 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

COUNTY OF COLUSA, CA **2.3**

Request For County Board of Supervisors Action

MEETING DATE:	**March 11, 2025**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Ratify Local Agency User Agreement with US Bank for participation in the State of California-Department of General Services Master Services Agreement for the State Travel Program**

Ratify Local Agency User Agreement with **US Bank** for participation in the State of California-Department of General Services Master Services Agreement for the State Travel Program

Detailed Description/Background of request

As part of the process for activating our use of the State Travel Program we are required to enter into a contract with US Bank for receipt of the rebate payments. In an effort to keep this process moving, the CAO executed the agreement in December and is now presenting it for ratification.

Prior Board Action

None.

Fiscal Impact/Funding Source

Will facilitate rebates for travel program costs in an unknown amount, but not anticipated to be significant. The true savings in utilizing the program is in staff time, consistency and efficiency.

Action for the Clerk

Assign contract number and provide copy to Molly West

ATTACHMENTS:

- 24.12.18 County of Colusa PEJ_SIGNED (PDF)

usbank

Master Services Agreement: 5-23-99-37-01
LOCAL AGENCY USER AGREEMENT

This Local Agency User Agreement ("**User Agency Agreement**") is entered into by _County of Colusa_____, organized under the laws of the State of California ("**Local Agency**"), and U.S. Bank. This User Agency Agreement shall become effective upon signing by U.S. Bank.

RECITALS

A. The State of California, Department of General Services ("**DGS**") and U.S. Bank entered into the State of California – Department of General Services Master Service Agreement, Number 5-23-99-37-01, dated July 3, 2023 (as the same may be modified, amended or amended and restated from time to time, the "**Master Agreement**");

B. Local Agency desires to participate as a "User Agency" under the Program and Master Agreement, with sole liability its own obligations it may incur under the Program and Master Agreement; and

C. U.S. Bank has agreed to allow Local Agency to be bound under the Master Agreement and participate in the Program as a "User Agency".

Now, therefore, for and in consideration of the mutual promises contained in this User Agency Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Local Agency and U.S. Bank agree as follows:

1. **DEFINITIONS**. Unless otherwise stated in this User Agency Agreement, all capitalized terms shall have the same meaning as set forth in the Master Agreement.

2. **DESIGNATION.** Local Agency is hereby designated as a "User Agency" under the Master Agreement, and upon U.S. Bank's and Local Agency's execution of this User Agency Agreement (after completing its necessary due diligence) Local Agency shall be deemed a "User Agency" thereunder. U.S. Bank will take direction from such Local Agency in the issuing of Accounts (or the suspension of Accounts issued at Local Agency's direction). This User Agency Agreement shall be considered a "User Agency Agreement" for purposes of the Master Agreement.

3. **LOCAL AGENCY REPRESENTATIONS, WARRANTIES AND COVENANTS.** Local Agency:
   - **3.1** Represents and warrants that it has received a copy of the Master Agreement;
   - **3.2** Represents that it is a valid political subdivision of the State of California and otherwise satisfies the definition of "User Agency" set forth in the Master Agreement;
   - **3.3** Represents and warrants that as of the date hereof that each of the representations and warranties made by DGS in the Master Agreement to U.S. Bank can be made by Local Agency without breach on the date hereof;
   - **3.4** Represents and warrants that all financial and other information provided to U.S. Bank by or about Local Agency is true and correct;
   - **3.5** Agrees to comply with and be bound by the terms and conditions of the Master Agreement, including any future amendment regardless of whether Local Agency has received notice of such amendment;
   - **3.6** Agrees it is liable for its own performance of the terms and conditions of the Master Agreement (including as it may be amended from time to time) as if Local Agency signed the Master Agreement, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by DGS or any other user agencies; and
   - **3.7** Agrees that it may not assign or transfer its rights under this User Agency Agreement or the Master Agreement without the express consent of U.S. Bank.

Attachment: 24.12.18 County of Colusa PEJ_SIGNED (10309 : Ratify Local Agency User Agreememt with US Bank for State Travel Program)

4. **LIABILITY FOR LOCAL AGENCY'S PERFORMANCE AND OBLIGATIONS.** Local Agency agrees that it shall be solely liable for its performance of the terms and conditions of the Master Agreement and this User Agency Agreement. DGS shall have no liability for any obligations incurred under the Program by Local Agency and any Account holder designated by such Local Agency.

5. **CONFIDENTIALITY.** Local Agency acknowledges and understands that DGS may have access to any data created, stored or otherwise provided in connection with Local Agency's participation in the Program. U.S. Bank is not responsible or liable for any use or further release of any data accessed or otherwise used by DGS.

6. **NOTICES.** The notice address for Local Agency is:

Local Agency:
County of Colusa
547 Market Street, Suite 110
Colusa, CA 95932

Attn: Purchasing

7. **CHANGE OF CONTROL.** Local Agency shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Local Agency that (i) would prevent Local Agency from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Local Agency. Local Agency shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of Local Agency to be designated a "User Agency" under the Master Agreement may be revoked based upon the notification provided by Local Agency pursuant to section 7(i).

8. **BINDING AGREEMENT.** The representations, warranties and covenants of Local Agency in this User Agency Agreement constitute valid, binding and enforceable agreements of Local Agency. The execution of this User Agency Agreement and the performance of the obligations hereunder are within the power of Local Agency, have been authorized by all necessary action and do not constitute a breach of any agreement to which Local Agency is a party or is bound. Local Agency represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Local Agency to be duly bound by this User Agency Agreement.

9. **BREACH; CONTINUATION.** Any breach by Local Agency of the terms of this User Agency Agreement or of the terms of the Master Agreement shall be a default under this User Agency Agreement permitting U.S. Bank to (i) exercise against Local Agency all rights and remedies available under the Master Agreement based upon such default and (ii) terminate this User Agency Agreement.

10. **RATIFICATION; AMENDMENT**. Local Agency acknowledges that U.S. Bank and DGS may from time to time enter into amendments of the Master Agreement. No such amendments shall require the consent of Local Agency and Local Agency shall be bound by the terms contained in any such amendments.

11. **REBATE PAYMENT REGISTRATION.** Local Agency may elect to register for ACH payments in the manner prescribed by U.S. Bank. U.S. Bank will not make any rebate payments via ACH until Local Agency has registered for ACH. In the event a Local Agency does not elect to register for ACH Payments, U.S. Bank shall make rebate payments via check. Local Agency designates the following person to register Local Agency for ACH:

Attachment: 24.12.18 County of Colusa PEJ_SIGNED (10309 : Ratify Local Agency User Agreememt with US Bank for State Travel Program)

Rebate Payment Registration	
a) Authorized Person's Name	Robert Zunino
b) Authorized Person's Email Address	rzunino@countyofcolusaca.gov

12. AUTHORIZATION AND EXECUTION. This User Agency Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This User Agency Agreement may be executed and delivered by the parties electronically, and fully executed electronic versions of this User Agency Agreement, or reproductions thereof, will be deemed to be original counterparts.

Each signatory represents and warrants that (i) such signer is authorized by an applicable authority to enter into all transactions contemplated by this User Agency Agreement, and (ii) the signatures appearing on all supporting documents of authority are authentic.

LOCAL AGENCY

DATE: 12/11/24

County of Colusa

Legal Name of Local Agency

(Signature of Authorized Individual)

Wendy G. Tyler

(Printed Name of Authorized Individual)

County Administrative Officer

(Printed Title of Authorized Individual)

U.S. BANK

DATE: December 18, 2024

U.S. Bank National Association

E-SIGNED by Ryan Solohub
on 2024-12-18 00:27:52 GMT

Ryan Solohub

Vice President

Attachment: 24.12.18 County of Colusa PEJ_SIGNED (10309 : Ratify Local Agency User Agreememt with US Bank for State Travel Program)

COUNTY OF COLUSA, CA **2.4**

Request For County Board of Supervisors Action

MEETING DATE:	**March 11, 2025**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Kaline Moore**
SUBJECT:	**Ratify Purchase Order number 31202062025 in the amount of $11,867.24 for parts and equipment from Sutter Buttes Communication for the Sheriff's Office boating vehicle.**

Ratify Purchase Order number 31202062025 in the amount of $11,867.24 for parts and equipment from Sutter Buttes Communication for the Sheriff's Office boating vehicle.

Detailed Description/Background of request

Colusa County Sheriff's Office budgeted to purchase and equip (for the Boating division) one GMC Sierra truck in FY 24/25. This vehicle has been received and the Sheriff's Office needed to order the ancillary equipment to be installed by Sutter Buttes Communication. Because of the lead time in getting the equipment, the Purchasing Agent authorized the purchase, and we are now seeking ratification of the purchase order.

Prior Board Action

Prior CCSO vehicle build outs have been purchased from Sutter Buttes Communication.

Fiscal Impact/Funding Source

Budgeted in RLE -312-57199-312-0

Action for the Clerk

None

ATTACHMENTS:

- PO_31202062025 Sutter Buttes Communications (PDF)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
31202062025

PURCHASE ORDER

VENDOR	Sutter Buttes Communications, Inc.
NAME	Andrew Welch
ADDRESS	445 Palora Ave.
	Yuba City, CA 95991
PHONE	530.673.3475
	awelch@sutterbuttescomm.com

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Sheriff's Office**
Contact	**Sgt. Jarrod Brothers**
Address	**929 Bridge St., Colusa, CA 95932**
PHONE	**530.458.0226** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
02.06.2025	Stacy Woods			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA		Purchase & Install of Parts / Equipment 2025 GMC Sierra - Boat truck		$7,755.00

BASED ON ATTACHED QUOTE #
AW020525-2

SUBTOTAL	$7,755.00
SHIPPING/HANDLING	$150.00
CA Sales Tax .0725%	$562.24
LABOR	$3,400.00
TOTAL	$11,867.24

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by

2/6/25
Date

Attachment: PO_31202062025 Sutter Buttes Communications (10344 : Ratify Purchase of CCSO Vehicle Parts and Equipment)

Sutter Buttes Communications, Inc.

Quote

445 Palora Avenue
Yuba City, Ca. 95991

Shop: (530) 673-3475
Toll Free: (800) 300-0054

Customer: CCSO
Address:

Attention: Jarrod
Re: 2025 GMC Sierra 2500HD Project
Fax:
Phone:
Email:

Quote # AW020525-2
Quote Date 2/5/2025

YOUR ORDER NO.
TERMS Net 30
SERVICE REP
SALES REP Andrew Welch
F.O.B.
Quote Valid For: 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Whelen Inner Edge FST Lightbar -- BSFW49X	1,625.00	$1,625.00
1	Whelen Core Light/Siren Controller -- C399/CCTL6/C399SP	1,315.00	$1,315.00
1	Whelen Expansion Module -- CEM16	230.00	$230.00
1	Whelen 100 Watt Siren Speaker with Mount -- SA315P/SAK9	280.00	$280.00
2	Whelen T-ION LED Light (For Grill Area) -- TLI2J	170.00	$340.00
1	Whelen High Beam Flasher -- UHF2150A	75.00	$75.00
2	Whelen T-ION LED Light (For Rear Facing) -- TLI3JC	290.00	$580.00
2	Feniex Cannon LED Light (For Taillight Area)	100.00	$200.00
2	Whelen T-ION LED Light with Mount (For Rear Window) -- TLI2K/M/TIONBKT1	160.00	$320.00
4	Whelen T-ION LED Light (2 Per Side) -- TLI2J	140.00	$560.00
1	Troy Products Console -- CC-HDWB-25	700.00	$700.00
1	Troy Products Power Faceplate with CLA and USB Ports	175.00	$175.00
1	Troy Products Open Top Storage Tray -- FP-SGTRAY	45.00	$45.00
1	Troy Products Dual Cup Holder -- AC-INBHG	55.00	$55.00
1	Troy Products Arm Rest -- C-ARM-102	75.00	$75.00
2	Innovative Magnetic Mic Clip -- MMSU-1	40.00	$80.00
1	Laird Standard VHF Antenna Kit	55.00	$55.00
1	Laird Scanner Antenna Kit	70.00	$70.00
1	Uniden Scanner Preprogrammed	275.00	$275.00
1	Blue Sea Timer, Fuse Block, Iso Ground, Thermal Breaker	300.00	$300.00
1	Custom Build Wire Harness	300.00	$300.00
1	Misc. Fuses, Connectors, Hardware, Loom, Etc.	100.00	$100.00

Notes: This proposal covers the purchase and installation of above listed equipment plus one radio. Scope of work to be done at SBC over a 5 day period. Please allow 16 weeks for parts delivery and 6 weeks for scheduling install. SBC honors all manufacturer's warranties and will cover labor for 5 years.

Parts	7,755.00
Labor	3,400.00
Sales Tax (7.25%)	562.24
Estimated S/H	150.00
	$11,867.24
	AMOUNT

Please note that freight is estimated.
Final invoice will reflect actual shipping.

Payment is due upon delivery of parts.
Labor will be invoiced after installation is complete.

DIRECT ALL INQUIRIES TO:
Name Andrew Welch
Phone 530-673-3475
e-mail: awelch@sutterbuttescomm.com

THANK YOU FOR YOUR BUSINESS!

File: CCSO GMC Sierra 2500HD Quote AW020525-2

Printed: 2/5/2025

Attachment: PO_31202062025 Sutter Buttes Communications (10344 : Ratify Purchase of CCSO Vehicle Parts and Equipment)

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 11, 2025**

DEPARTMENT: **Assessor**

FROM: **Bob Buckner**

SUBJECT: **Sutter Home Winery Inc. - Affected Party: Assessment Appeal 24-12**

Sitting as the Colusa County Board of Equalization
Assessment Appeal Hearing

Appeal#	APN#	Assessed Total	Applicant's Opinion
24-12	021-240-018-000	$8,073,181	$4,036,951

Sutter Home Winery Inc - Affected Party: Appeal 24-12, APN 021-240-018-000 for value placed on land, improvements, fixtures and personal property for tax year 2023-24.

Detailed Description/Background of request

The applicant Sutter Home Winery Inc. - affected party, is appealing the regular assessment for the 2023 roll, the date of valuation is January 1, 2023. Specifically, Sutter Home Winery Inc. - affected party is appealing the following roll valuations:

021-240-018-000	Value On Roll	Applicant's Opinion of Value
Land	1,015,160	507,580
Structures	4,002,979	2,001,490
Fixtures	24,120	18,385
Personal Property	2,368,850	1,178,460
Trees & Vines	662,072	331,036
Total	8,073,181	4,036,951

The total difference in value is $4,036,230.

The values that are on the roll have been added over many years as new construction was completed.

Prior Board Action

None

Fiscal Impact/Funding Source

Not applicable

Action for the Clerk

Notify applicant of Board Decision, include Gangloff & Gangloff, Attorneys at Law

ATTACHMENTS:

- 24-12 Sutter Home winery Inc. (PDF)
- Appeal Hearing Letter and Certified Receipt (PDF)

BOE-305-AH (P1) REV. 08 (01-15)

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

RECEIVED
DEC 04 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICATION NUMBER: Clerk Use Only
24-12

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS OR TRUST NAME	EMAIL ADDRESS
SUTTER HOME WINERY INC-AFFECTED PARTY	

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)
P.O. BOX 248

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
ST HELENA	CA	94574	( )	( )	( )

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)	E-MAIL ADDRESS
GANGLOFF, DAVID L. JR., ESQ.	PTAAppeals@property-taxes.com

COMPANY NAME
GANGLOFF & GANGLOFF, ATTORNEYS AT LAW

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)
CARLSON, TRAVIS

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)
20 WIGHT AVENUE, SUITE 200

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
HUNT VALLEY	MD	21030	(925) 430-6455	(562) 282-5905 (Admin)	(562) 920-5775

AUTHORIZATION OF AGENT ☐ **AUTHORIZATION ATTACHED**

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE ▶	TITLE	DATE

3. PROPERTY IDENTIFICATION INFORMATION

☐ Yes ☒ No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ENTER APPLICABLE NUMBER FROM YOUR NOTICE/TAX BILL

ASSESSOR'S PARCEL NUMBER	ASSESSMENT NUMBER	FEE NUMBER
021-240-018-000		

ACCOUNT NUMBER	TAX BILL NUMBER

PROPERTY ADDRESS OR LOCATION	DOING BUSINESS AS (DBA), if appropriate
6998 GRIMES-ARBUCKLE RD ARBUCKLE	

PROPERTY TYPE ☑

- ☐ SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX
- ☐ MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____
- ☒ COMMERCIAL/INDUSTRIAL
- ☐ BUSINESS PERSONAL PROPERTY/FIXTURES
- ☐ AGRICULTURAL
- ☐ MANUFACTURED HOME
- ☐ WATER CRAFT
- ☐ OTHER: _____
- ☐ POSSESSORY INTEREST
- ☐ VACANT LAND
- ☐ AIRCRAFT

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	1,015,160	507,580	
IMPROVEMENTS/STRUCTURES	4,002,979	2,001,490	
FIXTURES	36,770	18,385	
PERSONAL PROPERTY (see instructions)	2,356,920	1,178,460	
MINERAL RIGHTS			
TREES & VINES	662,072	331,036	
OTHER			
TOTAL	8,073,901	4,036,951	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 24-12 Sutter Home winery Inc. (10295 : Assessment Appeal 24-12)

BOE-305-AH (P2) REV. 08 (01-15)

5. TYPE OF ASSESSMENT BEING APPEALED ☑ ***Check only one. See instructions for filing periods***

☒ REGULAR ASSESSMENT - VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

☐ SUPPLEMENTAL ASSESSMENT

*DATE OF NOTICE: _____ ROLL YEAR: _____

☐ ROLL CHANGE ☐ ESCAPE ASSESSMENT ☐ CALAMITY REASSESSMENT ☐ PENALTY ASSESSMENT

*DATE OF NOTICE: _____ **ROLL YEAR: _____

***Must attach copy of notice or bill, where applicable** ***Each roll year requires a separate application**

6. REASON FOR FILING APPEAL (FACTS) ***See instructions before completing this section.***

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE

☒ The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP

☐ 1. No change in ownership occurred on the date of _____.

☐ 2. Base year value for the change in ownership established on the date of _____ is incorrect.

C. NEW CONSTRUCTION

☐ 1. No new construction occurred on the date of _____ .

☐ 2. Base year value for the completed new construction established on the date of _____ is incorrect.

☐ 3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT

☐ Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.

☒ 1. All personal property/fixtures.

☐ 2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT

☐ Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION

☐ 1. Classification of property is incorrect.

☐ 2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT Must include description of each property, issues being appealed, and your opinion of value.

☐ 1. Amount of escape assessment is incorrect.

☐ 2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER

☐ Explanation (attach sheet if necessary)

7. WRITTEN FINDINGS OF FACTS ($_____ per_____)

☐ Are requested. ☒ Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND ***See instructions.***

☒ Yes ☐ No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property - "The Applicant"), (2) an agent ~~agent~~ authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number ak 253628, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)	SIGNED AT (CITY, STATE)	DATE
▶	CERRITOS, CA	11/29/23

NAME (Please Print)

KRISTIAN CHACKO, ESQ.

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

☑ ☐ OWNER ☐ AGENT ☒ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED

☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

Attachment: 24-12 Sutter Home winery Inc. (10295 : Assessment Appeal 24-12)

wTBSA
2.6.003

9/28/2023
12:01:49PM

COLUSA COUNTY 2023 - 2024 PROPERTY TAX BILL

Daniel A. Charter, Treasurer/Tax Collector
Colusa, Ca

SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2023 THROUGH JUNE 30, 2024

PROPERTY INFORMATION - TAX YEAR: 2023

ASMT NUMBER: 021-240-018-000 TAX RATE AREA: 067-001
FEE NUMBER: 021-240-018-000 ACRES: 642.00
LOCATION: 6998 GRIMES-ARBUCKLE RD
ASSESSED OWNER: ARBUCKLE RANCH

Sutter Home Winery
ARBUCKLE RANCH
ACCOUNTING
P O BOX 248
ST. HELENA CA 94574
Affixed

IMPORTANT MESSAGES

Original bill date 09/19/2023
Payment Options: Cash, Check, Official Check
Credit, Debit, E-Check (fees charged by processor)
Pay-view taxes online: www.countyofcolusa.org
Pay taxes by phone: 1-844-905-3241
Lobby Hours: 8:30AM - 4:00PM

2023-2024

COUNTY VALUES, EXEMPTIONS AND TAXES

PHONE #S
VALUATIONS (530) 458-0480
TAX RATES (530) 458-0400
EXEMPTIONS (530) 458-0450
PAYMENTS (530) 458-0440
PERS PROP (530) 458-0450
ADDR CHGS (530) 458-0480
GEN INQUIRIES (530) 458-0440

VALUE DESCRIPTION	ASSESSED VALUES	X TAX RATE /100	= COUNTY TAXES
LAND	1,015,160		
FIXED IMPROVEMENTS	36,770		
GROWING IMPROVEMENTS	662,072		
STRUCTURAL IMPROVEMENTS	4,002,979		
PERSONAL PROPERTY	2,356,920		
NET TAXABLE VALUE	8,073,901	1.000000	80,739.00

VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES AND SPECIAL ASSESSMENTS

PHONE #S	CODE	DESCRIPTION	ASSESSED VALUES	X TAX RATE /100	= AGENCY TAXES
(530) 476-2982	46355	PIERCE UNIFIED B&I #2	8,073,901	0.031481	2,542.54
(530) 476-2832	46357	PIERCE UNIFIED B&I 94	8,073,901	0.014908	1,203.46
(530) 476-2982	46358	PIERCE UNIFIED B&I #5	8,073,901	0.020644	1,666.76
(530) 741-6670	46362	YCCD 2006 ELECTION	8,073,901	0.023588	1,904.54
(530) 741-6670	46363	YCCD 2016 ELECTION	8,073,901	0.007890	637.02
PHONE #S	CODE	DESCRIPTION	DIR CHRG		DIR CHRG
(530) 458-0480	80695	COLUSA GRNDWTR	941.00		
PHONE #S	CODE	DESCRIPTION	DIR CHRG		DIR CHRG
(530) 934-7784	80627	COLUSA BASIN DRN	85.20		
PHONE #S	CODE	DESCRIPTION	DIR CHRG		DIR CHRG
(800) 273-5167	80860	ARBUCKLE PARK &	114.82		

1.086912

AGENCY TAXES	7,954.34
DIRECT CHARGES	823.02
AGENCY TAXES + DIRECT CHARGES	8,777.36

1ST INSTALLMENT $44,758.18	2ND INSTALLMENT $44,758.18	TOTAL TAXES $89,516.36
DELINQUENT AFTER 12/11/2023	DELINQUENT AFTER 04/10/2024	

COLUSA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 021-240-018-000
FEE NUMBER: 021-240-018-000
LOCATION: 6998 GRIMES-ARBUCKLE RD
CURRENT OWNER: ARBUCKLE RANCH
ACCOUNTING
P O BOX 248
ST. HELENA CA 94574

MAKE CHECK PAYABLE TO:
Colusa County Tax Collector
547 Market St. Suite 111
Colusa, Ca 95932

2ND

IF PAID BY 04/10/2023 $44,758.18

DELINQUENT AFTER 04/10/2024 (INCLUDES 10% PENALTY OF $4,475.81 AND $20.00 COST) $49,253.99

COLUSA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 021-240-018-000
FEE NUMBER: 021-240-018-000
LOCATION: 6998 GRIMES-ARBUCKLE RD
CURRENT OWNER: ARBUCKLE RANCH
ACCOUNTING
P O BOX 248

MAKE CHECK PAYABLE TO:
Colusa County Tax Collector
547 Market St. Suite 111
Colusa, Ca 95932

Attachment: 24-12 Sutter Home winery Inc. (10295 : Assessment Appeal 24-12)

CLERK OF THE BOARD OF SUPERVISORS

Wendy G. Tyler,
Clerk to the Board
of Supervisors

Ann Nordyke,CCB
Chief Deputy Clerk
to the Board

Patricia Rodriguez
Deputy Clerk
to the Board

SUPERVISORS
Merced Corona,
District I, Vice-
Chair

Daurice K. Smith,
District II,
Chair

Kent S. Boes,
District III

Randy Wilson,
District IV

Janice A. Bell,
District V

January 21, 2025

Sent Certified Mail: 70200640000152236482
Sent via email: PTAAppeals@property-taxes.com

Gangloff & Gangloff, Attorney At Law
Attn: Travis Carlson
20 Wight Avenue, Suite 200
Hunt Valley, MD 21030

SUBJECT: Appeal Hearing – Sutter Home Winery Inc.

Dear Mr. Carlson:

This letter is to advise you that an Appeal Hearing has been scheduled to review your application for changed assessment; Appeal No. 24-12, APN 021-240-018-000 for commercial property. The hearing is set for Tuesday, **March 11, 2025 at 9:30 a.m.**

If Written Findings of Facts were requested, please be advised that a $100.00 fee must be paid prior to the conclusion of the hearing.

If you would like any further information, please feel free to contact the County Assessor's Office at (530) 458-0450.

Thank you,

Patricia Rodriguez
Deputy Clerk

cc: County Assessor
County Counsel

547 Market Street, Suite 102 ✦ Colusa, CA 95932 ✦ (530) 458-0508/0509 ✦
(530) 458-0510 fax ✦ boardclerk@countyofcolusaca.gov

Attachment: Appeal Hearing Letter and Certified Receipt (10295 : Assessment Appeal 24-12)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Gangloff & Gangloff, Attorney At Law
Attn: Travis Carlson
20 Wight Avenue, Suite 200
Hunt Valley, MD 21030

9590 9402 8846 4005 2497 76

2. Article Number *(Transfer from service label)*
7020 0640 0001 5223 6482

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery
1/21/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 24-12 Domestic Return Receipt

7020 0640 0001 5223 6482

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 9.64

Total Postage and Fees
$

Postmark Here
JAN 2[illegible] 2025

Sent To
GANGLOFF & GANGLOFF - Attn: Travis Carlson
Street and Apt. No., or PO Box No.
20 Wight Avenue, Suite 200
City, State, ZIP+4®
Hunt Valley, MD 21030

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Attachment: Appeal Hearing Letter and Certified Receipt (10295 : Assessment Appeal 24-12)

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 11, 2025**

DEPARTMENT: **Public Works/Road Department**

FROM: **Scott Lanphier**

SUBJECT: **Authorize a payment in the amount of $8,000 to be deposited with the Stony Creek Water District to fund environmental review of a water transfer between Stony Creek Water District and CSA 1.**

Authorize a payment in the amount of $8,000 to be deposited with the Stony Creek Water District to fund environmental review of a water transfer between Stony Creek Water District and CSA 1.

Detailed Description/Background of request

The waters of Stony Creek have been adjudicated by the Federal Court in Sacramento and the document describing that adjudication is commonly known as "The Angle Decree". The adjudication calls out specific uses of said Stony Creek Water.

In order to avoid the problem of routinely using Angle Decree Water for other than the adjudicated purpose the County entered into a water transfer agreement with the Stony Creek Water District (District) in August of 2005. That agreement expires in August of 2025, however the Angle Decree water year begins in March. The District is supportive of a renewal of the transfer agreement, however is looking to the beneficiary (County) to fund the necessary environmental review. The review would be performed by Bureau of Reclamation staff and was originally estimated at $12,000. Additional discussions/negotiations resulted in a reduction of the estimate to $8,000. This is a one time fee to fund the environmental analysis for the renewal of the water transfer agreement.

Staff is requesting authorization to provide an $8,000 deposit to move forward with the environmental review that is required prior to a renewal of the water transfer agreement with the Stony Creek water district.

Prior Board Action

Authorization of C05-191 Water transfer Agreement August 9, 2005

Fiscal Impact/Funding Source

An additional one-time cost of $8,000 to the current Fund 182 (CSA 1) which currently has a cash balance deficit of $783,614.

Action for the Clerk
None

ATTACHMENTS:

- Water Transfer Agreement C05-191 (PDF)
- Stony Creek Water District Trafnsfer renewal 2024-10-15 (PDF)
- Stony Creek WD to Century Ranch Water Transfer EA Costs (PDF)

AGREEMENT FOR THE TEMPORARY TRANSFER OF WATER BETWEEN STONYCREEK WATER DISTRICT AND COLUSA COUNTY FOR SERVICE AREA #1 (CENTURY RANCH)

This agreement, made this 9th day of August, 2005 between Stony Creek Water District (herein referred to as "the District") and the County of Colusa, for the purpose of obtaining and providing a temporary supply of water for the Community Service Area #1 (Century Ranch) water system (herein referred to as "CSA #1") for a period of 20-years.

Recitations:

1. The District has a contract with the Bureau of Reclamation (Contract No. 2-07-20-W0261) whereby the District removes water from Stony Creek upstream from Black Butte Reservoir in exchange for water in Black Butte Reservoir. The times of removal of such water under that contract are between March 1 and November 30 of each calendar year.

2. Although the quantity of the water supplied to the District under the aforementioned contract are inadequate for the eventual needs of the District, there is a small amount of water available under the District's contract with the Bureau of Reclamation which can be made available hereinunder to the diversion facility on a temporary basis. The District is not a public utility, and its ability to provide water is limited by many natural and political forces and it does not have the ability to physically deliver water under this agreement. The CSA #1 will be restricted under this agreement only to water that is available from natural stream flow adjacent to the CSA #1.

3. The CSA #1 has three other sources of water and therefore is not, and will not be, wholly dependent on this agreement for a critical supply. The other sources of water supply for the CSA #1 are:

   A. Three groundwater wells (Well #3, 6 and 7) which currently supply 100% of the water for the CSA #1.

4. The CSA #1 wells (item A, above) are proving to be inadequate to provide M&I water during the eight months between April 1 and November 30 of each calendar year.

5. In order to avoid the problem of routinely using Angle Decree Water for other than the adjudicated purpose the County of Colusa desires to purchase water from the District as provided herein, subject to all the natural and political conditions which may prevent performance on the part of the District, and the District is willing to sell and "transfer" water subject thereto.

Attachment: Water Transfer Agreement C05-191 (10257 : CSA 1 Water Transfer Agreement)

6. The waters of Stony Creek have been adjudicated by the Federal Court in Sacramento and the document describing that adjudication is commonly known as "The Angle Decree". The court has appointed a Water Master for Stony Creek and Tributaries (currently Mr. George Wilson, who maintains an office in Orland in the Building, occupied by the Orland Unit Water Users Association). Thus, as a Marshal of the Federal Court, it is the job of the Water Master to enforce "The Angle Decree" in a fair and just manner. The Water Master has been involved in the negotiations leading to this agreement, and has authored portions hereof, and of course, will be involved in monitoring its implementation.

7. All parties involved are aware that in the event of a severe drought a water shortage may occur which could require a reduction in diversions to the Facility. All diversions on Stony Creek are subject to prior water rights. The Water Master will determine if diversions need to be curtailed in order to avoid infringing on downstream Angle Decree water rights.

8. It is the parties' understanding that Sec. 3405(a)(1)(M) of the CVP Improvement Act (Title 34 of P.L 102-575) authorizes the transfer of water from the 2920 acre-foot supply of Stony Creek Water District.

Now therefore it is agreed as follows:

1. All the above statements, including the title, are incorporated by reference.

2. The District will transfer to the CSA #1 not more than 91.025 acre-feet of water between March 1 and November 30 of each calendar year. Said water is to be removed from Little Stony Creek at a maximum rate of 75 gallons per minute so as not to disrupt downstream flows in any significant way. This rate is equivalent to 0.168 cfs and over a 24 hour period yields 0.331 acre-feet or 108,000 gallons.

3. Since the District must order and pay for water at least two months in advance. An order and appropriate check must be received from the County of Colusa by the District (currently Mrs. Jessie Westcamp, Secretary, 940 County Road 303, Elk Creek, CA 95939, phone number 963-3085) sixty (60) days prior to delivery. The County of Colusa agrees to discuss this schedule with her and agrees to purchase a minimum of two (2) acre-feet per month between March 1 and November 30 of each calendar year.

4. Fees for review of this transfer agreement by the Bureau of Reclamation have been estimated not to exceed $500.00 and a check for that amount is due to the District upon signing of this agreement. This amount will be deposited with Bureau of Reclamation; any excess will be refunded to the County of Colusa, and any such additional costs shall be the obligation of the County of Colusa.

5. Costs of Municipal and Industrial (M&I) water are greater than for irrigation water. It will be assumed that all water transferred under this agreement is for

Attachment: Water Transfer Agreement C05-191 (10257 : CSA 1 Water Transfer Agreementt)

domestic use (M&I) unless otherwise stated in the order, paid for, and measured accordingly. Costs charged by the Bureau of Reclamation are available from the Bureau of Reclamation in Willows. The County of Colusa agrees to pay these rates as charged to the District by the Bureau of Reclamation plus an administrative fee for the District of $40.00 per acre foot of water ordered (or used if ordered amount is exceeded). Costs will be adjusted on an annual basis, but the administrative fee shall remain constant.

6. All water diverted under this agreement shall be metered and diversion records will be kept and made available to the Water Master.

7. Since the Officers and Directors of the District are volunteers working without compensation, and since the District has little or nothing to gain except the goodwill of the Community, its Directors, Officers and the District itself will be unable to defend either themselves or the District against any legal challenge to this specific agreement or behavior associated with it. Should any such challenge arise, the District would expect the costs to establish or retain this agreement as valid to be borne by the County of Colusa and the County of Colusa agrees to consider any such costs should they arise. These costs could include those necessary to establish compliance with NEPA, ESA, FWCA, CEQA, CESA or similar environmental laws, or costs associated with an attempt to pacify downstream holders of prior water rights.

8. No transfer of water under this agreement shall confer any appropriative, public trust or other right on any person on entity.

9. It is agreed and acknowledged by the parties that this agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of the agreement. Consequently, the normal rule of interpretation that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this agreement.

10. The County of Colusa agrees to hold the District its Officers and Directors harmless with regard to unintentional oversight in the execution of this agreement.

11. If any provision herein is found to be contrary to any federal State or Local law, the remaining provisions shall remain in force.

12. This transfer requires the approval of the Bureau of Reclamation and will become valid only upon such approval.

13. This agreement may from time to time be in conflict with prior downstream rights, including those defined in the Angle Decree, Equity No. 30. The County of Colusa shall allow access to its diversion facilities by the Water Master appointed by the United States District Court for the Eastern District of California

Attachment: Water Transfer Agreement C05-191 (10257 : CSA 1 Water Transfer Agreementt)

to determine compliance with the terms of this agreement. In diverting water, the diverter shall comply with orders of the Water Master.

14. Both parties hereto agree that this temporary transfer is in the best interest of both parties and their users until such time as the Bureau of Reclamation can write an exchange contract directly with the County of Colusa for the CSA #1. At the end of this 20-year period both parties agree that if the County of Colusa has not been able to contract directly with Bureau of Reclamation that they may re-negotiate for continuation of this transfer subject to water needs and availability.

IN WITNESS WHEREOF the parties hereto execute this agreement on the date first mentioned.

For: STONYCREEK WATER DISTRICT
940 County Road 303, Elk Creek, CA 95939

David H. Wood

David H. Wood, President

For: COLUSA COUNTY BOARD OF SUPERVISORS
546 Jay Street, Colusa, CA 95932

David G. Womble

David Womble, Chairman

Attachment: Water Transfer Agreement C05-191 (10257 : CSA 1 Water Transfer Agreementt)

Stony Creek Water District
P.O.Box 52
Stonyford,California 95979
October 10, 2024

RECEIVED
OCT 15 2024
Colusa County Public Works

Mike Azevedo
Public Works
547 Market Street
Colusa, CA 95932

Mike,
Based on the water transfer approval letter, the 2024 water year is the last year that is covered by the environmental compliance documents and the approval letter.

From BOR the estimated amount needed from the county is $12,000.00 for the environmental documentation to renew the 20 year water transfer to Century Ranch.

Stony Creek Water District needs your confirmation that the county wants to proceed with the contract renewal.

If you are interested, SCWD will notify USBR to get the process started.

Sincerely,

Jeanne Westcamp
SCWD Dir/Sec/Treas.

Attachment: Stony Creek Water District Trafnsfer renewal 2024-10-15 (10257 : CSA 1 Water Transfer Agreementt)

From: Berens, Jacob J
To: Michael Azevedo
Cc: gpend@stonyford.com
Subject: Stony Creek WD to Century Ranch Water Transfer EA Costs
Date: Wednesday, November 20, 2024 3:52:24 PM

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusaca.gov.

Mike,

After our discussion I was able to speak with our environmental compliance staff about the costs of preparing the environmental assessment for the long term water transfer from Stony Creek WD to Century Ranch. They went back and took a closer look at the costs. The revised estimate came in at approximately $8,000 to complete the environmental assessment.

If Stony Creek WD and the County of Colusa wish to proceed with another 20-year water transfer request, Reclamation will send Stony Creek WD a letter of agreement (LOA) in order for Stony Creek WD to cover the anticipated costs of preparing the environmental document. The LOA will have language that states Reclamation agrees the total costs shall not exceed $8,000 absent further written approval by Stony Creek WD. It will also state that any excess funds in the account will be refunded to Stony Creek WD after termination of this Letter Agreement.

Additionally, if the County intends to move forward, please inform Jeanne Westcamp so she can send a request letter for approval of the water transfer to Reclamation.

Please let me know if you have any questions.

Thank you.

Jake Berens
Bureau of Reclamation
(530) 892-6203
jberens@usbr.gov

Attachment: Stony Creek WD to Century Ranch Water Transfer EA Costs (10257 : CSA 1 Water Transfer Agreement)

COUNTY OF COLUSA, CA **5.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 11, 2025**

DEPARTMENT: **Treasurer**

FROM: **Cindy Dillard**

SUBJECT: **Approve Amended County Policy No. 214 - Statement of Investment Policy and accept the 2025 Goals as presented.**

Approve Amended County Policy No. 214 - Statement of Investment Policy and accept the 2025 Goals as presented.

Detailed Description/Background of request

The Treasury Investment Policy is required pursuant to Section 27131-27137 of the Government Code, and has been reviewed by the County Treasury Oversight Committee. This Policy is presented annually to the Board of Supervisors for review and approval. This year, the Policy has undergone a significant re-write.

The Policy was undated primarily to include the use of an Authorized Investment Advisor and closely mirror the Tehama County Investment Policy which is in compliance with California Government Code. Verbiage was changed/updated to simplify and in a majority of areas, include applicable Government Codes. Authorized investments are now listed in order of Government Code.

Title Changes**:**
Statement of Investment Policy > Introduction
Treasury Objectives > Portfolio Objectives:
Conflict of Interest > Ethics and Conflicts of Interest
Deposit and Withdrawal of Funds > Withdrawal of Funds
Ineligible Investment > Prohibited Investment
Authorized Dealers, Depositories & Financial Institutions > Authorized Investment Advisors, Authorized Broker Dealers
Calculating and Apportioning Cost > Quarterly Apportionment of Administrative Costs
Pooling of Funds and Distribution of Earnings > Quarterly Distribution of Investment Earnings
Reporting Requirements > Portfolio Reporting
Performance Standards > Performance Evaluation
Prudent Investor Standard > Fiduciary Responsibility
Security Custody > Security Custody and Delivery

Sections Removed:
Purpose (included in Scope)
Investment Instruments (Reworded and divided between Authorized investments/maturity parameters)
Designated Service Bank (addressed in Authorized Investments and Eligible Entities List)

Sections Added:
Investment Policy Adoption and Review
Staff Authorized to Make Investments
Diversification
Maturity Parameters
Authorized Investment Advisors
Due Diligence
Competitive Pricing
Trading and Early Sale of Securities
Purchase of Securities for Forward Settlement
Divestment of Voluntary Pooled Participants
Warranties
Bonds issued by Colusa County (Authorized Investments)

Changes from 2025 previously submitted
Reverted back to 2024 internal controls
Removed criteria for agencies seeking voluntary entry into pool until further research can be conducted
Added Great Pacific Securities to eligible dealer list

Prior Board Action

The Policy is reaffirmed by the Board every year.

Fiscal Impact/Funding Source

None.

Action for the Clerk
Number with appropriate Policy Number and affirmation date. insert into P&P manual

ATTACHMENTS:

- 2025 Treasurers Investment Policy - Updated (DOCX)
- 2025 Goals (DOCX)
- Outlined 2024_2025 Treasurers Investment Policy (DOCX)

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

2025 Treasurer's Investment Policy

Cindy Dillard, Colusa County Treasurer-Tax Collector

OFFICE OF THE
TREASURER/TAX COLLECTOR
COUNTY OF COLUSA

TREASURER'S INVESTMENT POLICY STATEMENT

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Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

1. INTRODUCTION:

The County of Colusa (County) has a fiduciary responsibility to maximize the productive use of its liquid assets entrusted to its care and to manage those public funds wisely and prudently. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, and cost-effective banking relations. It is the policy of the County to invest public funds in a manner that will provide high investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

2. SCOPE:

The County's Investment Policy Statement (IPS) has been prepared in accordance with California State Law. The purpose of this policy is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the management and investment of the County Treasury Pool, which consists of the pooled monies held on behalf of the County, school districts, and certain special districts within the County.

This policy shall apply to all investments held within the Colusa County Treasury Pool (Pool) and made on behalf of the County and member agencies of the Pool, with the exception of certain bond funds for which the Board of Supervisors may specifically authorize other allowable investments, consistent with State law. The Treasurer and Treasurer's staff are responsible for the full-time, active management of the Pool. All investments and activities of the Treasurer and staff are made with the understanding that the Treasurer holds a public trust with the citizens of the County, which shall not be compromised.

3. FIDUCIARY RESPONSIBILITY:

The California Government Code, Section 27000.3 declares each treasurer, or governing body authorized to make investment decisions on behalf of local agencies, to be a fiduciary subject to the prudent investor standard.

This standard requires that *"When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the county treasurer or the board of supervisors, as applicable, shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the county and other depositors. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law."* This standard shall be applied in the context of managing the overall portfolio.

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

4. PORTFOLIO OBJECTIVES:

It is the policy of the Treasurer to invest public funds in a manner that will preserve the safety and liquidity of all investments within the County investment pool while obtaining a reasonable return within established investment guidelines. The portfolio should be actively managed in a manner that is responsive to the public trust and consistent with State law. Accordingly, the County investment pool will be guided by the following principles, in order of importance:

a. Safety: The primary objective of the Treasurer's investment of public funds is to safeguard investment principal.
b. Liquidity: The secondary objective is to maintain sufficient liquidity to ensure that funds are available to meet daily cash flow requirements.
c. Yield: The third and last consideration is to achieve a reasonable rate of return or yield consistent with these objectives.

5. DELEGATION OF AUTHORITY:

The Treasurer's authority for making investments is delegated by the Board of Supervisors in accordance with the California Government Code. Statutory authority for the investment and safekeeping functions are found in Sections 53600 et seq. and 53630 et seq. of the California Government Code. This delegation is subject to review and renewal of authority by the Board of Supervisors each year.

The Treasurer retains the authority to amend guidelines and procedures at any time in order to carry out the duties as Chief Investment Officer for the County. The Treasurer will annually prepare the IPS which will be submitted to the Board of Supervisors for review and approval.

6. INVESTMENT POLICY ADOPTION AND REVIEW:

This IPS will become effective immediately following adoption by the Board of Supervisors and shall remain in force as long as the delegation of authority to the County Treasurer to invest is in effect. The Board of Supervisors will adopt the County's IPS inclusive of amendments, on an annual basis. This IPS shall be reviewed annually by the County Treasurer to ensure its consistency with the overall objectives of Safety, Liquidity, and Yield, its relevance to current financial and economic trends, and ability to meet the cash flow operational needs of the County, and other pooled participants.

7. STAFF AUTHORIZED TO MAKE INVESTMENTS:

Only the Treasurer/Tax Collector and authorized contracted consultant(s) may make investments and jointly order the receipt and delivery of investment securities among custodial security clearance accounts. Authority granted to contracted consultant(s) shall be defined in their contract(s). Treasury staff such as the Assistant Treasurer/Tax Collector, Account Technician or Account Clerk may make transfers to or from liquidity accounts (bank deposits, money market funds, JPA Investment Pools) for the purpose of daily cashflows management.

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

8. ETHICS AND CONFLICTS OF INTEREST:

Officers and staff members involved in the investment process shall refrain from any personal business activity that compromises the security and integrity of the County's investment program or impairs their ability to make impartial and prudent investment decisions. The Treasurer/Tax Collector and Assistant Treasurer/Tax Collector are required to file annually the applicable financial disclosure statements as mandated by the Fair Political Practices Commission (FPPC) and/or by County ordinance.

9. DIVERSIFICATION:

The County Treasurer shall diversify its investments by security type, issuer and maturity as specified in Exhibit A. The purpose of this diversification is to reduce portfolio risk by avoiding an overconcentration in any particular maturity sector, asset class or specific issuer. The County will limit investments in any single issuer to 5% of the portfolio, except for United States treasuries, United States agencies (GSEs), State of California, money market funds, collateralized bank deposits, pooled participants, and JPA investment pools.

10. MATURITY PARAMATERS:

Maturities will be selected such that portfolio net cash flows are reasonably expected to provide sufficient liquidity to meet daily expenditure requirements for the following 12 months. To manage interest rate risk, the effective duration of the portfolio (which adjusts for the optionality of certain investment types) shall not exceed 3.5 years. Investments may not have a term or maturity at the time of purchase longer than that authorized by Section 53601 of 5 years unless the Board of Supervisors has granted express authority at least 3 months prior to the investment.

11. AUTHORIZED INVESTMENTS:

Investments shall be restricted to those authorized in the California Government Code and as further restricted by this IPS, with the exception of certain bond funds in which the Board of Supervisors has specifically authorized other allowable investments. All investments shall be further governed by the restrictions shown in Exhibit A, which defines the type of investment authorized, maturity limitations, portfolio diversification (maximum percent of portfolio), credit quality standards, and purchase restrictions that apply. Whenever a maximum allowable percent of the portfolio is stated for any type of security as detailed above, the maximum allowable limit is determined by the portfolio size at the market close of the regular business day prior to the security purchase date. Maximum limits are applicable at the time of security purchase.

Credit criteria listed in this section and in Exhibit A refer to the credit rating assigned by a nationally recognized statistical rating organization (NASRO) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the Treasurer or contracted consultant(s) will perform a timely review and decide whether to sell or hold the investment.

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

Within the context of State limitations, the following investments are authorized:

State Treasurer's Local Agency Investment Fund (LAIF). Funds may be invested in LAIF established by the State Treasurer for the benefit of local agencies authorized under Government Code section 16429.1, up to the maximum amount permitted by the California Treasurer.

Bank Deposits. FDIC insured or collateralized deposits including, but not limited to, demand deposit accounts, savings accounts, market rate accounts, time certificate of deposits in financial institutions located in California. As authorized under Code 53630 et seq.

Bonds issued by Colusa County. Bonds issued by Colusa County, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by Colusa County or by a department, board, agency, or authority of Colusa County authorized under Government Code section 53601(a).

Securities Issued by the United States Treasury. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest authorized under Government Code section 53601(b).

Obligations of the State of California. Registered state warrants or treasury notes or bonds of the state of California, as well as bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state, or by a department, board, agency or authority of the state authorized by Government Code section 53601(c).

Registered treasury notes or bonds of any of the other 49 states in addition to California. Including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by a state, or by a department, board, agency, or authority of any of the other 49 states, in addition to California authorized under Government Code section 53601(d).

Obligations of other California government agencies. Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency authorized by Government Code section 53601(e).

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

Securities Issued by United States Government Agencies and Government-Sponsored Enterprises. Obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises authorized under Government Code section 53601(f). These include but are not limited to agency securities issued by the Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Tennessee Valley Authority (TVA), Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), and the Federal Agricultural Mortgage Corporation (FAMCA).

Bankers' Acceptance. Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. Bankers' acceptances purchased may not exceed 180 days to maturity or 40% of the pool authorized under Government Code section 53601(g). No more than 5% of the Pool may be invested in bankers' acceptances issued by any one commercial bank. Only those bankers' acceptances eligible for purchase by the Federal Reserve System meet eligibility requirements for investment by the Pool. Investment in bankers' acceptances shall be placed in instruments ranked within the top two rating categories by two of the three largest NRSRO.

Commercial Paper. Commercial paper shall have a maximum maturity of 270 days or less, shall not exceed 40% of the total portfolio and must have a rating of "A-1" or higher, or the equivalent, by a NRSRO authorized under Government Code section 53601(h). The entity that issues the commercial paper must meet all of the following conditions in either paragraph A or paragraph B:

A. The entity meets the following criteria:
    1. Is organized and operating in the United States as a general corporation.
    2. Has total assets in excess of five hundred million dollars.
    3. Has debt other than commercial paper, if any, that is rated in a rating category of "A" or the equivalent or higher by a NASRO.
B. The entity meets the following criteria:
    1. Is organized within the United States as a special purpose corporation, trust, or limited liability company.
    2. Has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.
    3. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NASRO.

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

Negotiable Certificates of Deposit (Negotiable CD's). Negotiable CD's issued by a national or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a federally or state- licensed branch of a foreign bank authorized under Government Code section 53601(i). The Treasurer may invest up to 30% of the total portfolio in Negotiable CD's that are rated in a rating category of "A" (long-term) or "A-1" (short-term) or their equivalents or higher by one NRSRO. Negotiable CD's for which the full amount of the principal and interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the rating requirements.

Within the context of State limitations, in addition to the investments listed above, the following investments are authorized for the portion of the county portfolio under professional management by an outside advisor and/or CAMP or LAIF.

Repurchase Agreements. A holder of securities sells securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The County may invest in Repurchase Agreements (Repo's), Reverse Repurchase Agreements (Reverse Repo's), or Securities Lending Agreements subject to the limitations authorized under Government Code section 53601(j).

Repurchase agreements are limited to 20% of the total portfolio. Collateralization will be required on repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be (102%) of market value of principal and accrued interest. In order to conform with provisions of the Federal Bankruptcy Code, which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of or that are fully guaranteed by the United States or any agency of the United States.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

Medium Term Notes. Issued by corporations organized and operating withing the United States or by depository institutions licensed by the United States or any state operation within the Unities States authorized under Government Code section 53601(k). Medium Term Notes shall have a maximum maturity of 5 years and must of a rating of "A" or the equivalent or higher by one NRSRO and shall be restricted to 30% of the overall portfolio.

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

Money Market Mutual Funds. Funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.) authorized under Government Code section 53601(l). No more than 20% of the total portfolio may be invested in money market mutual funds. No more than 10% of the total portfolio may be invested in any single money market fund. To be eligible for investment pursuant to this subdivision these companies will either:

Attain the highest-ranking letter or numerical rating provided by at least two NRSROs or;

Have retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than 5 years of experience managing money market mutual funds and with assets under management in excess of $500,000,000.

Mortgage Pass-Through Securities/Asset-Backed Securities. The County may invest in mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease- backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond with a maximum remaining maturity of 5 years or less authorized by Government Code section 53601(o). Securities in this category must be rated in a rating category of "AA" or its equivalent or better by one NRSRO and shall be restricted to 20% of the overall portfolio.

Joint Powers Authority (JPA) Investment Pools. Local Government Investment Pools authorized under Government Code section 53601(p) that must maintain a credit rating of AAAm.

Supranational Debt. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States authorized under Government Code section 53601(q). Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30% of the overall portfolio.

12. INVESTMENT POOLS AND MUTUAL FUNDS:

A thorough investigation of the government sponsored pools/or mutual funds is required prior to investing and on a continual basis.

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

13. PROHIBITED INVESTMENTS:

No investment shall be made that is prohibited by law. Investments in common stock, financial futures, contract and options are prohibited. Additionally, investments in reverse/inverse floaters, range notes, interest only strips that are derived from a pool of mortgages, nor in any other investment that could result in zero interest if held to maturity, unless, if issued or backed by the United States Government in the event of, and for the duration of, a period of negative market interest rates.

14. AUTHORIZED INVESTMENT ADVISORS:

The County may enter into an agreement with an investment advisor for investment management and/or investment advisory services. The investment advisor will operate under the direction of the County Treasurer. The investment advisor must be registered with the Securities and Exchange Commission (SEC) and submit forms ADV Part 1 and ADV Part 2A on an annual basis.

15. AUTHORIZED BROKER/DEALERS:

The County Treasurer shall maintain an 'Eligible Broker/Dealer List'. Security transactions are limited solely to those banks, direct issuers and dealers included on this list. All financial institutions must be approved by the County Treasurer before they receive County funds or are able to conduct business with the County Treasurer. Inclusion on the County 'Eligible Broker/Dealer List' does not guarantee County business.

All firms with whom the County does business shall complete the 'Broker/Dealer Due Diligence Questionnaire' and comply with the requirements contained within. The 'Broker/Dealer Due Diligence Questionnaire' can be found on the Treasurer's website.

No broker, brokerage firm or dealer of securities shall be selected that has made any political contribution to the County Treasurer, any member of the County Board of Supervisors, or any candidate for those offices.

Certificates of Deposit and Commercial Paper may be purchased directly from the issuer instead of through a dealer.

If the County has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the County, subject to any conditions contained in the agreement between the County and the investment advisor.

16. DUE DILIGENCE:

The County Treasurer or their staff shall conduct a thorough review and perform due diligence of all brokers, dealers, issuers of securities, and mutual funds prior to investing or conducting transactions with these parties and on a continuing basis.

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

17. INTERNAL CONTROLS:

For transactions in excess of ten million dollars ($10,000,000), the Treasurer shall communicate with the Auditor timely as to allow the Auditor a sufficient amount time to review and/or adjust banking securities needed for said transactions.

Reconciliation of the Treasurer's monthly investment report and cash balances will be reconciled by the Auditor-Controller's office.

Only the persons listed on the current Trading Authorization & Agreement, and the Treasurer, may initiate trading activity with the Treasurer's written consent and prior knowledge.

18. SECURITY CUSTODY AND DELIVERY:

All securities purchased shall be deposited for safekeeping with the custodial bank that has contracted to provide the County Treasurer with custodial security clearance services or with a tri-party custodian bank under a written tri-party custody agreement. These third-party trust department arrangements provide the County with a perfected interest in, ownership of and control over the securities held by the bank custodian on the County's behalf and are intended to protect the County from the bank's own creditors in the event of a bank default and filing of bankruptcy. Securities are not to be held in investment firm broker/dealer accounts.

All security transactions are to be conducted on a "delivery-versus-payment basis." Confirmation receipts on all investments are to be reviewed immediately for conformity with County transaction documentation. Confirmations resulting from securities purchased under repurchase agreements should clearly state the exact and complete nomenclature of the underlying securities purchased, that these securities have been sold to the County under a repurchase agreement, and the stipulated date and amount of the resale by the County back to the seller of the securities.

19. COMPETITIVE PRICING:

Investment transactions are to be made at current market prices. When possible, competitive prices should be obtained through multiple bids or offers. When identical securities are not available from multiple sources, or investments are purchased directly from issuers (e.g., certificates of deposit and commercial paper), market prices may be referenced to offerings of similar securities that are of comparable rating and maturity by other issuers.

20. PERFORMANCE EVALUATION:

The investment portfolio will be managed in accordance with the parameters specified with this IPS. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs of Pool participants. The County Treasurer will measure the portfolio's performance against a market benchmark that is commensurate with the County's investment risk constraints and

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

the cash flow characteristics of the portfolio.

21. TRADING AND EARLY SALE OF SECURITIES:

Securities should be purchased with the intent of holding them until maturity. However, in an effort to minimize market risks, credit risks, and increase the total return of the portfolio, securities may be sold prior to maturity, either at a profit or less, when market conditions or a deterioration in credit worthiness of the issuer warrant a sale of the securities to either enhance overall portfolio yield or to minimize loss of investment principal.

22. PURCHASE OF SECURITIES FOR FORWARD SETTLEMENT:

Purchases of securities for forward settlement are only authorized as long as the intent of the purchase is to hold them in the portfolio and not for speculative trading, sufficient cash is available to consummate their acceptance into the Treasurer's portfolio on the settlement date, there is the ability at purchase to hold them in the portfolio to maturity without violating any of the diversification/maturity limits of the IPS, and the forward settlement period does not exceed 21 days.

23. PORTFOLIO REPORTING:

On a monthly basis, the County Treasurer shall prepare and file with the Clerk of the Board and post to their website a report consisting of but not limited to a description of the security, maturity date, book value, par value, market value, state coupon, together with all other portfolio information required by law.

24. QUARTERLY DISTRIBUTION OF INVESTMENT EARNINGS:

All moneys deposited in the Pool by the participants represent an individual interest in all assets and investments in the Pool based upon the amount deposited. Portfolio income shall be reconciled quarterly prior to the distribution of earnings among those entities sharing in pooled fund investment income. It is the intent of this policy to safeguard and maintain the principal value of funds invested and to minimize "paper losses" caused by changes in market value. Nonetheless, actual portfolio income and/or losses, and net of any reserves, will be distributed quarterly among those participants sharing in pooled investment income in compliance with the California Government Code. Except for specific investments in which the interest income is to be credited directly to the fund from which the investment was made, all investment income is to be distributed pro-rata based upon each participant's average daily cash balance for the calendar quarter.

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

25. QUARTERLY APPORTIONMENT OF ADMINISTRATIVE COSTS:

Prior to the quarterly apportionment of pooled fund investment earnings, the County Treasurer is permitted, pursuant to the California Government Code, to deduct from investment earnings the actual cost of the investments, auditing, depositing, handling, and distribution of such income. Accordingly, the Treasury shall deduct from pooled fund investment earnings the actual cost incurred for: banking services, wire transfers, custodial safekeeping charges, building remodeling costs and other capital outlays, the costs of investment advisory services, credit ratings, the pro-rata annual cost of the salaries including fringe benefits for the personnel in the Treasurer/Tax Collector's office engaged in the administration, investment, auditing, cashiering, account, reporting, remittance processing and depositing of public funds for investment, together with the related computer, office expenses, and other operating expenses associated with the performance of these functions.

26. WITHDRAWL OF FUNDS:

The County Treasurer shall maintain sufficient funds in the County Treasury, to meet the estimated normal daily operating cash demands of the County and other Pool participants by investing funds to maturities that anticipate major cash needs. To that end, this IPS establishes guidelines for unusual or unexpected withdrawals of cash and provides for adequate liquidity to cover day-today operations of Pool depositors. On occasion, depositors have need of withdrawals that exceed those normally associated with operations. To accommodate such withdrawal, the County Treasurer has established written notification requirements as set forth below to allow for adjustments to the liquidity position of the portfolio. The notification required is as follows:

a. Withdrawals of over $500,000.00 but less than $1,000,000.00 — 48 Hours

b. Withdrawals of over $1,000,001.00 — 72 Hours

Notification should be sent to treasurer@countyofcolusaca.gov. Failure to adhere to these requirements may result in payment being delayed by the County Treasurer. Any related fees or penalties assessed by the County service bank shall be passed on to the participant as a direct charge against the participants pooled investment earnings. The County Treasurer reserves the right to mark any investment to market if securities must be sold prior to maturity to meet withdrawals that did not follow these requirements.

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

27. DIVESTMENT OF VOLUNTARY POOLED PARTICIPANTS:

Securities are purchased with the intent to hold them to maturity. To that end, funds are invested in securities that mature on dates consistent with the anticipated operating cash requirements of all Pool participants. Withdrawals of funds by voluntary Pool participants for any purpose not considered as funds being utilized for operations shall be prohibited unless the voluntary Pool participant divests from the Pool and completely withdrawals all funds, ending their relationship with the County Pool.

To initiate the divestment process, the agency shall send a letter to the County Treasurer requesting divestment from the Pool. The letter will indicate the specific legal authority the agency is using to divest from the Pool. The letter shall include the reasons the agency wishes to divest, acknowledgement that they will not be permitted to rejoin the Pool, and the timeline they wish to have the divestment completed.

Upon review of the letter and the divestment request approved by the County Treasurer, the two parties will agree upon a mutually beneficial date to completely withdraw the agency funds from the Pool. Once a mutually beneficial date is agreed upon the agency shall pass a resolution with the following requirements:

a. The agency will state their intent to divest from the County Pool.

b. The agency will relieve the County Treasurer and County of any fiduciary responsibility to the agency.

c. The agency will agree to hold harmless the County Treasurer and County for any adverse consequences the agency may face from divestment from the Pool.

d. The agency will acknowledge that the divestment is intended to be permanent, and that the agency may be prohibited from rejoining the Pool at a future date.

e. The agency will acknowledge that the divestment may cause an adverse impact on current Pool participants and that the County Treasurer, at their discretion, may mark the divestment to market.

f. The agency will add any other provisions to the resolution as required by state and local law.

The County Treasurer reserves the right to divest any voluntary Pool participant from the Pool if they withdraw funds for any purpose not considered as funds being utilized for operations without the consent of the County Treasurer.

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28. WARRANTIES:

All Pool participants acknowledge that funds deposited in the Pool are subject to market/investment risk, and that the County Treasurer makes no warranties regarding Pool performance, including but not limited to preservation of capital or rate of return earned on funds deposited in the Pool. Pool participants knowingly accept these risks and waive any claims or causes of action against the County Treasurer, the County, and any employees, officials, or agents of the County for loss, damage, or any other injury related to the Pool participant's funds in the Pool.

29. TREASURY OVERSIGHT COMMITTEE

Government Code Section 27131 states that the Board of Supervisors in each County may, if the County is investing surplus funds, establish a County Oversight Committee. Upon instruction of the County Board of Supervisors, the Treasurer will nominate for approval by the Board, a County Oversight Committee. This committee will include from three to eleven members, as the Board of Supervisors, in consultation with the County Treasurer, shall determine is appropriate. This committee shall include selected persons from the following categories:

A) The County Treasurer
B) The County Auditor Controller
C) An appointed representative of the Board of Supervisors
D) The County Superintendent of Schools or designee
E) A representative of special districts within the County that is required or authorized to deposit money in the County Investment Pool
F) One to five bipartisan members of the public that have expertise in public finance and come from diverse economic backgrounds.
G) School districts and community colleges.

Under State law, members of the Committee may not have contributed to the any election campaign for the position of Treasurer or for any candidate to the Board of Supervisors within the past three years. Members may not directly or indirectly raise money for any candidate for local treasurer or a candidate for member of the legislative body of any local agency with money in the County Pool while a member of the Committee, nor may a member secure employment with, or be employed by, bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the Treasurer is doing business during the period that the person is a member of the Committee, or for one year after leaving the Committee. Members may not accept any gift, honoraria, gratuity or service of value in violation of the regulations set forth by the Fair Political Practices Commission, the Government Code, any additional limitations set forth by County ordinance, or internal requirements of the Treasurer.

The Treasurer will provide a report bi-annually to the Oversight Committee identifying all investments held in the County Pool, or elsewhere by the Treasurer or as required by the Board of Supervisors. The Treasurer will provide a copy of the Investment Policy annually to the Oversight Committee. The Oversight Committee shall, monitor

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

the activities of the Treasurer, and cause to be performed an annual audit to determine the Treasurer's compliance with the Investment Policy, and other appropriate regulations.

Committee meetings shall be open to the public and in compliance with the appropriate sections of the Ralph M Brown Act. By Code, all costs related to the duties of the Oversight Committee will be considered normal charges against the earnings of the Investment Pool.

The Oversight Committee shall have no authority to direct the process or daily operations of any portion of the Treasury Department, nor shall the Committee play any role in determining which banks, firms, or individuals the Treasurer does business with, nor shall the Committee be involved in determining which investments the Treasurer purchases, but shall act only to review the actions of the Treasurer to determine that they are in accordance with the Investment Policy and all other legal requirements or regulations.

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30. TABLE OF AUTHORIZED INVESTMENTS (EXHIBT A):

Investment Instruments	Government Code Section	Minimum Rating	Diversification Limitation	Term Limitation
State Treasurer's Local Agency Investment Fund (LAIF)	16429.1	Not Rated	Maximum Set by LAIF Board	-
Bank Deposits	53630 et seq	FDIC Insured or Collateralized	100%	-
County of Colusa Instruments	53601(a)	-	100%	5 years
United States Treasury Instruments	53601(b)	-	100%	5 years
State of California Instruments	53601(c)	-	100%	5 years
Other 49 State Municipals	53601(d)	-	100% <5% single issuer	5 years
California Municipals	53601(e)	-	100% <5% single issuer	5 years
Federal Agency Securities	53601(f)	-	100%	5 years
Bankers' Acceptance	53601(g)	A1, P1	40% <5% in one bank	180 days
Commercial Paper	53601(h)	A1, P1	40% <5% single issuer	270 days
Negotiable CD's	53601(i)	"A" or equivalent	30% <5% single issuer	5 years
Reverse Repurchase Agreements	53601(j)	-	20%	92 days
Medium Term Notes	53601(k)	"A" or equivalent	30% <5% single issuer	5 years
Money Market Mutual Funds	53601(l)	"AAA" or equivalent or Advisor Requirements	20% <10% single issuer	-
Mortgage/Asset-Backed Securities	53601(o)	"AA" issue or equivalent	20% <5% single issuer	5 years
JPA Investment Pools	53601(p)	"AAAm" or equivalent	90%	-
Supranational Debt	53601(q)	"AA" or equivalent	30% <5% single issuer	5 years

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31. GLOSSARY OF TERMS (EXHIBIT B):

Asset-Backed Securities are securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Bankers' Acceptances are short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at maturity. An acceptance is a high-grade negotiable instrument.

Benchmark is a comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Broker/Dealer is a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

JPA Investment Pools are California Joint Powers Authority ("JPA") established as a stable net asset value (NAV) short-term money market portfolio and cash management vehicle.

Collateral refers to securities, evidence of deposits, or other property that a borrower pledges to secure repayment of a loan. "Security" means any of the eligible securities or obligations listed in Government Code Section 53651. It also refers to securities pledged by a bank to secure deposits. In California, repurchase agreements, reverse repurchase agreements, and public deposits must be collateralized.

Commercial Paper is a short term, unsecured, promissory note issued by a corporation to raise working capital.

Federal Agency Obligations are issued by U.S. Government Agencies or Government Sponsored Enterprises (GSE). Although they were created or sponsored by the U.S. Government, most Agencies and GSEs are not guaranteed by the United States Government. Examples of these securities are notes, bonds, bills and discount notes issued by Fannie Mae (FNMA), Freddie Mac (FHLMC), the Federal Home Loan Bank system (FHLB), and Federal Farm Credit Bank (FFCB). The Agency market is a very large and liquid market, with billions traded every day.

Issuer means any corporation, governmental unit, or financial institution that borrows money through the sale of securities.

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Liquidity refers to the ease and speed with which an asset can be converted into cash without loss of value. In the money market, a security is said to be liquid if the difference between the bid and asked prices is narrow and reasonably sized trades can be done at those quotes.

Local Agency Investment Fund (LAIF) is a voluntary investment program for California local governments administered by the California State Treasurer. LAIF provides local agencies with a way to invest cash held in the treasury pool that may be withdrawn as needed on a same-day basis to meet an agency's cash flow needs, while realizing interest. The Local Investment Advisory Board (LIAB) provides oversight for LAIF. Due to the portfolio's characteristics, credit risk is minimal. The pool is managed to ensure the safety of the portfolio by investing in high quality securities and by maintaining a mix of securities that provide reasonable assurance that no single investment or class of investments will have a disproportionate impact on the total portfolio. Additionally, LAIF funds are protected by statute and are not borrowable.

Market Value is the price at which a security is trading and could presumably be purchased or sold.

Maturity is the date upon which the principal or stated value of an investment becomes due and payable.

Medium-Term Notes are debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought and sold in a large and active secondary market. For the purposes of California Government Code, the term "Medium Term" refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

Money Market Mutual Funds are a type of investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must strive to maintain a stable net asset value (NAV) of $1 per share.

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Negotiable Certificates of Deposit are large-denomination CDs. They are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.

Principal describes the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Repurchase Agreements are short-term investment transactions. Banks buy temporarily idle funds from a customer by selling him U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date at an agreed upon interest rate. Repurchase Agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal Funds and the maturity of the Repo. Repurchase Agreements must be collateralized.

U.S. Treasury Issues are direct obligations of the United States Government. They are highly liquid and are considered the safest investment security. U.S. Treasury issues include:

1. Treasury Bills which are non-interest-bearing discount securities issued by the U.S. Treasury to finance the national debt. Bills are currently issued in one-, three-, six-, and twelve-month maturities.

2. Treasury Notes that have original maturities of one to ten years.

3. Treasury Bonds that have original maturities of greater than 10 years.

Yield to Maturity is the rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.

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32. Eligible Broker/Dealers, Depositories & Financial Institutions

Eligible Dealers:

US Wealth Management
Alamo Capital
Stifel Nicolaus
Great Pacific Securities

Eligible Depositories:

US Bank

Eligible Financial Institutions:

Local Agency Investment Fund (LAIF)
California Asset Management Program (CAMP)

Eligible Investment Advisor:

Meeder Investment Management

Attachment: 2025 Treasurers Investment Policy - Updated [Revision 1] (9584 : Treasury Oversight Committee)

County of Colusa
Treasurer-Tax Collector
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COLUSA COUNTY TREASURER/TAX COLLECTOR

2025 Treasurer's Goals

1. Establish both an Investment Plan and Investment Policy that adhear to California Government Code and are guided by the following objectives:
    a. Safety
    b. Liquidity and
    c. Yield
2. Contract with Meeder Public Funds for Investment Management of a portion of County Pool funds.
3. Professional Development including 1) training with individuals knowledgable in investment management, 2) attending conferences and, 3) enrolliing in a certified treasury management course.

Attachment: 2025 Goals (9584 : Treasury Oversight Committee)

Attachment: Outlined 2024_2025 Treasurers Investment Policy [Revision 1] (9584 : Treasury Oversight Committee)

2025 Treasurer's Investment Policy

~~Daniel A Charter~~, Colusa County Treasurer-Tax Collector

Cindy Dillard

Updates/changes to policy 2024 (IPS)

Policy was updated to closely mirror that of Tehama County Investment Policy as they also utilize Meeder Investment Management services. Their policy has been reviewed and approved by Meeder.

Verbiage was changed/updated to simplify and, in a majority of areas, include applicable Government Code.

Authorized investments are now listed in order of government code.

Title Changes:

Statement of Investment Policy > Introduction

Treasury Objectives > Portfolio Objectives:

Conflict of Interest > Ethics and Conflicts of Interest

Deposit and Withdrawal of Funds > Withdrawal of Funds

Ineligible Investment > Prohibited Investment

Authorized Dealers, Depositories & Financial Institutions > Authorized Investment Advisors

- Authorized Broker Dealers

Calculating and Apportioning Cost > Quarterly Apportionment of Administrative Costs

Pooling of Funds and Distribution of Earnings > Quarterly Distribution of Investment Earnings

Reporting Requirements > Portfolio Reporting

Performance Standards > Performance Evaluation

Prudent Investor Standard > Fiduciary Responsibility

Security Custody > Security Custody and Delivery

Removed:

Purpose (included in Scope)

Investment Instruments (Reworded and divided between Authorized investments/maturity parameters)

Designated Service Bank (addressed in Authorized Investments and Eligible Entities List)

Added:

Investment Policy Adoption and Review

Staff Authorized to Make Investments

Attachment: Outlined 2024_2025 Treasurers Investment Policy [Revision 1] (9584 : Treasury Oversight Committee)

Diversification

Maturity Parameters

Authorized Investment Advisors

Due Diligence

Competitive Pricing

Trading and Early Sale of Securities

Purchase of Securities for Forward Settlement

Divestment of Voluntary Pooled Participants

Warranties

Bonds issued by Colusa County (Authorized Investments)

Changes from 2025 previously submitted

17. reverted back to 2024 internal controls

28. removed criteria for agencies seeking voluntary entry into pool until further research can be conducted

30. added Great Pacific Securities to eligible dealer list

Attachment: Outlined 2024_2025 Treasurers Investment Policy [Revision 1] (9584 : Treasury Oversight Committee)

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Attachment: Outlined 2024_2025 Treasurers Investment Policy [Revision 1] (9584 : Treasury Oversight Committee)

OFFICE OF THE TREASURER/TAX
COLLECTOR COUNTY OF COLUSA
TREASURER'S INVESTMENT POLICY STATEMENT
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~~Statement of Investment Policy~~1. Introduction

~~In accordance with the government code section 53600 series, it is the responsibility of the County Treasurer, with the approval of the Board of Supervisors, to secure and protect the public funds of the County, and to establish proper safeguards, controls and procedures to maintain these funds in a lawful, rational and auspicious manner. Said maintenance shall include the prudent and secure investment of those funds that are not immediately required for daily operations, in a manner anticipated to provide additional benefit to the people of the County of Colusa. In addition, the County Treasurer acts as the Treasurer, cash manager and investor for a sizable number of public agencies within the County rather than each entity having to locate and hire a knowledgeable person to handle the entity's banking investments and other financial duties separately. This pooling of public funds eliminates duplication of expenses, but also smooths out cash flow differences, permits cost savings through higher volume, and attracts more professional service providers.~~

The County of Colusa (County) has a fiduciary responsibility to maximize the productive use of its liquid assets entrusted to its care and to manage those public funds wisely and prudently. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, and cost-effective banking relations. It is the policy of the County to invest public funds in a manner that will provide high investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

~~This Statement of Investment Policy will be provided annually for review by the Oversight Committee and the approval of the Board of Supervisors after discussion in an open public meeting. Upon request, it will also be provided to participants in the County Investment Pool; to securities dealers, banks and brokers currently approved for conducting investment transactions with the County Treasurer's office in the ongoing effort to manage the excess cash portfolio; to other involved persons or entities; and to any member of the electorate wishing to review this document. The Treasurer reserves the right to provide these documents on a cost basis.~~ Edited and moved to investment policy adoption and review.

~~Purpose of Policy Statement~~ combine with Scope

~~The purpose of this Statement of Investment Policy is to provide the Board of Supervisors, the Treasury Oversight Committee, those entities invested in the County Investment Pool, those involved in servicing the investment requirements of the County, and any other interested party, a clear understanding of the regulations and internal guidelines that will be observed in maintaining and investing those pooled funds deemed to not be required for immediate cash flow needs.~~

2. Scope

~~This Statement of Investment Policy pertains to those temporary surplus funds under the control of the Treasurer, designated for the daily ongoing operations of the County and pool participants; and concerns the deposit, maintenance, and safekeeping of all such funds, and the investments made with these funds. This Policy does not apply to pension moneys, delayed compensation funds, trustee and certain other non-operating funds not participating in the County Investment Pool. Percentage limitations noted within this Policy shall apply to all money~~

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~~considered to be with the County Investment Pool. Any investments existing outside the Pool shall be subject to the local agencies' individual percentages.~~

The County's Investment Policy Statement (IPS) has been prepared in accordance with California State Law. The purpose of this policy is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the management and investment of the County Treasury Pool, which consists of the pooled monies held on behalf of the County, school districts, and certain special districts within the County.

This policy shall apply to all investments held within the Colusa County Treasury Pool (Pool) and made on behalf of the County and member agencies of the Pool, with the exception of certain bond funds for which the Board of Supervisors may specifically authorize other allowable investments, consistent with State law. The Treasurer and Treasurer's staff are responsible for the full-time, active management of the Pool. All investments and activities of the Treasurer and staff are made with the understanding that the Treasurer holds a public trust with the citizens of the County, which shall not be compromised.

~~Prudent Investor Standard~~ 3. Fiduciary Responsibility – location change

The County Treasurer is a fiduciary subject to the "Prudent Investor Standard". Government Code 53600.3 defines this as "all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the trustee shall act with care, skill, prudence and diligence under the circumstance then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency". In compliance with state law, the primary objective in the investment of short-term operating "idle" funds is to preserve capital (safety) while secondly, investing in investment vehicles which are easily converted to cash (liquidity) while lastly, obtaining a reasonable competitive market rate of return (yield).

~~Treasury~~ 4. Portfolio Objectives

~~The underlying objective of the Treasurer is to protect the safety of the principal of the Investment Pool through the judicious purchase of those legal investments permitted to local agencies, as defined in the State of California Government Codes 53600, consistent with current conditions and other dominant objectives pursuant to managing a local agency portfolio, namely:~~

It is the policy of the Treasurer to invest public funds in a manner that will preserve the safety and liquidity of all investments within the County investment pool while obtaining a reasonable return within established investment guidelines. The portfolio should be actively managed in a manner that is responsive to the public trust and consistent with State law. Accordingly, the County investment pool will be guided by the following principles, in order of importance:

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Safety: ~~It is~~ The primary ~~responsibility~~ objective of the Treasurer's ~~to maintain the safe return of all principal placed in~~ investments ~~by avoiding decisions that might result in losses through fraud, default, or adverse market conditions~~ of public funds is to safeguard investment principal.

Liquidity: ~~Will be maintained per the Treasurer-Tax Collector's goals. It shall always be assumed that all investments could require immediate liquidation in order to meet unexpected cash calls.~~ The secondary objective is to maintain sufficient liquidity to ensure that funds are available to meet daily cash flow requirements.

~~**Availability:** Due to the nature of a public portfolio, it is mandatory that moneys be available to meet the monetary requirements inherent to operating a public entity. Thus funds need to be invested in such a manner that money will always be available, without risk of trading loss, to pay normal cash requirements. A sufficient portion of all funds shall be invested in securities providing a high degree of availability, that is, in securities easily sold or converted to cash in a timely manner, with little or no loss of interest earnings.~~

Yield: ~~In conformance with the Statement of Investment Policy the Treasurer shall attempt to maximize investment income and at the same time minimize risk of principal.~~ The third and last consideration is to achieve a reasonable rate of return or yield consistent with these objectives.

~~**Diversified Portfolio:** To insure maximum diversification of the Treasury Portfolio no more than thirty-three (33) percent of the total portfolio will be invested in any single financial institution. However the State of California LAIF (Local Agency Investment Fund), the JPA CAMP (California Asset Management Program) and Government Bonds shall not be limited.~~

~~The Treasurer places investments with the objective of obtaining a respectable rate of return, not attempting to maximize yield at the expense of either safety, liquidity or availability, yet not totally ignoring those factors within the marketplace that may be indicative of either favorable or hazardous conditions. The portfolio will be managed very conservatively, but actively enough to avert avoidable losses due to adverse market conditions.~~

5. Delegation of Authority

~~The authority to manage the County's Investment Pool is derived from Government Code Sections 53600-53900. This authority is given to the Colusa County Board of Supervisors who then has the option of delegating the responsibility of managing and operating the investment program to the County Treasurer. This delegation is granted to the Treasurer each year through the approval of the Treasurer's Investment Policy by the Colusa County Board of Supervisors~~.

The Treasurer's authority for making investments is delegated by the Board of Supervisors in accordance with the California Government Code. Statutory authority for the investment and safekeeping functions are found in Sections 53600 et seq. and 53630 et seq. of the California Government Code. This delegation is subject to review and renewal of authority by the Board of Supervisors each year.

The Treasurer retains the authority to amend the Investment Policy Guidelines, and Procedures at any time in order to carry out the duties as chief investment Officer for the County. ~~, subject to approval by the Board of Supervisors~~. The Treasurer will annually prepare an Investment Policy which will be submitted to the Board of Supervisors for review and approval.

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~~The Treasurer will make all investments himself or at his direction and the day to day investing in LAIF, CAMP and the US Bank Sweep account will be handled by the Assistant Treasurer-Tax Collector and staff.~~ *Will be addressed in staff authorized to make investments below.

Add: **6. Investment Policy Adoption and Review**

This IPS will become effective immediately following adoption by the Board of Supervisors and shall remain in force as long as the delegation of authority to the County Treasurer to invest is in effect. The Board of Supervisors will adopt the County's IPS inclusive of amendments, on an annual basis. This IPS shall be reviewed annually by the County Treasurer to ensure its consistency with the overall objectives of Safety, Liquidity, and Yield, its relevance to current financial and economic trends, and ability to meet the cash flow operational needs of the County, and other pooled participants.

Add: **7. Staff Authorized to Make Investments**

Only the Treasurer/Tax Collector and authorized contracted consultant(s) may make investments and jointly order the receipt and delivery of investment securities among custodial security clearance accounts. Authority granted to contracted consultant(s) shall be defined in their contract(s). Treasury staff such as the Assistant Treasurer/Tax Collector, Account Technician or Account Clerk may make transfers to or from liquidity accounts (bank deposits, money market funds, JPA Investment Pools) for the purpose of daily cashflows management.

8. Ethics and Conflict of Interest

~~The Treasurer~~ Officers and ~~Treasury~~ staff members involved in the investment process shall refrain from any personal business activity that compromises the security and integrity of the County's investment program or ~~could conflict with proper execution of the investment program or which could~~ impairs their ability to make impartial or prudent investment decisions. ~~The Treasury staff shall disclose to the County Treasurer any material financial interest in financial institutions that conduct business with their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the County.~~ The Treasurer/Tax Collector and Assistant Treasurer/Tax Collector are required to file annually the applicable financial disclosure statement as mandated by the Fair Political Practices Commences (FPPC) and/or by County ordinance.

Add: **9. Diversification**

The County Treasurer shall diversify its investments by security type, issuer and maturity as specified in Exhibit A. The purpose of this diversification is to reduce portfolio risk by avoiding an overconcentration in any particular maturity sector, asset class or specific issuer. The County will limit investments in any single issuer to 5% of the portfolio, except for United States treasuries, United States agencies (GSEs), State of California, money market funds, collateralized bank deposits, pooled participants, and JPA investment pools

Add: **10. Maturity Parameters**

Maturities will be selected such that portfolio net cash flows are reasonably expected to provide sufficient liquidity to meet daily expenditure requirements for the following 12 months. To manage interest rate risk, the effective duration of the portfolio (which adjusts for the optionality of certain investment types) shall not exceed 3.5 years.

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Investments may not have a term or maturity at the time of purchase longer than that authorized by Section 53601 of 5 years unless the Board of Supervisors has granted express authority at least 3 months prior to the investment.

~~Deposit and Withdrawal of Funds~~ move to number 26

~~Upon the approval of the County Auditor and Treasurer, other entities not required to deposit funds with the County Treasurer but who wish to do so for investment purposes, may be permitted to deposit funds with the County Treasurer subject to the following criteria:~~

> ~~When an agency intends to withdraw funds in excess of $500,000 for the purpose of investing or deposit those funds outside the country treasury pool, it is required that a written request be submitted to the Treasurer for his or her approval. While this approval will normally be received within two working days, in order to protect the integrity of all pooled funds, the Treasurer may withhold approval for a maximum of 30 days, and reserves the right to mark the treasury pool investment if market securities must be sold prior to maturity to meet such requests. This guideline will apply to entities that currently are part of the county pool that are considering investing outside of the pool. *~~

~~Investment Instruments~~ *Reworded and divided between Authorized investments/maturity parameters

~~Investment of County funds are governed by the California Government Code Sections 16429.1, 53601 and 53635. Investments may not have a term or maturity at the time of investment of longer than that authorized by Section 53601 unless the Board of Supervisors has granted express authority at least 3 months prior to the investment. The investment activities of the County Treasurer are restricted by state law to a select group of government securities and high credit quality fixed-income investments. To reduce risk inherent in any one instrument, state law further limits the percentage of the county's investment portfolio that can be invested in any one type of security. See attached Exhibit "A" for a complete description of Authorized Investments, and percentage and term limitations.~~

~~At the time this policy is adopted, the portfolio may hold investments which were made in the past and in accordance with previous policies and existing State law, but do not meet the provisions of this policy. These past investments are considered permissible investments as they complied with policy when purchased. It is at the discretion of the Treasurer to determine whether these securities will continue to be held to maturity or sold.~~

~~The following is a brief description of the authorized investments with some additional restrictions imposed by the Treasurer. Government Code specifies the maximum percentage of the portfolio which may be held in each type of investment at any one time, fluctuations in the portfolio balance will prevent strict adherence to such restrictions. Therefore, percentage limitations shall apply to investments at the time of purchase.~~

11. Authorized Investments *Reorder below to correspond with Government Codes Sections….

Investments shall be restricted to those authorized in the California Government Code and as further restricted by this IPS, with the exception of certain bond funds in which the Board of Supervisors has specifically authorized other allowable investments. All investments shall be further governed by the restrictions shown in Exhibit A, which

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defines the type of investment authorized, maturity limitations, portfolio diversification (maximum percent of portfolio), credit quality standards, and purchase restrictions that apply. Whenever a maximum allowable percent of the portfolio is stated for any type of security as detailed above, the maximum allowable limit is determined by the portfolio size at the market close of the regular business day prior to the security purchase date. Maximum limits are applicable at the time of security purchase.

Credit criteria listed in this section and in Exhibit A refer to the credit rating assigned by a nationally recognized statistical rating organization (NASRO) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the Treasurer or contracted consultant(s) will perform a timely review and decide whether to sell or hold the investment.

Within the context of State limitations, the following investments are authorized:

State Treasurer's Local Agency Investment Fund (LAIF). ~~Local government agencies are authorized to invest up to the amount set by LAIF's Local Investment Advisory Board in this investment program administered by the California State Treasurer. Moneys invested with LAIF are pooled with State moneys in order to earn the maximum rate of return consistent with safe and prudent treasury management.~~ Funds may be invested in LAIF established by the State Treasurer for the benefit of local agencies authorized under Government Code section 16429.1, up to the maximum amount permitted by the California Treasurer. –*ref to code

~~**Sweep Account -** The commercial sweep account provides optimal liquidity management without the effort and cost associated with managing the excess cash in separate investments. The sweep account provides for daily investment confirmations and all purchase, sale and interest transactions are reported on the checking account statement.~~ Covered under 53630

Bank Deposits – FDIC insured or collateralized deposits including, but not limited to, demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits in financial institutions located in California. ~~The amount on deposit in financial institution shall not exceed the shareholder's equity per Government Code section 53638.~~ As authorized under Code 53630 et seq. *Ref to code ~~To be eligible to receive County deposits, the financial institution must have received a minimum overall satisfactory rating, under the Community Redevelopment Act, of meeting the credit need of California Communities in its most recent evaluation per Government Code section 53635.2. Bank deposits are required to be collateralized as specified under Government Codes section 53630 et seq. The County Treasurer, at his or her discretion, may waive the collateralized requirements for any portion that is covered by federal deposit insurance per Government Code section 53653. The County shall have a signed agreement with any depository accepting County funds per Government Code section 53649.~~

Add: **Bonds issued by Colusa County.** Bonds issued by Colusa County, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by Colusa County or by a department, board, agency, or authority of Colusa County authorized under Government Code section 53601(a).

~~**US Treasury Notes or other indebtedness secured by the full faith and credit of the federal government.** These are guaranteed by the U.S. Government and are considered by most experts free of credit risk.~~

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Securities Issued by the United States Treasury. United States Treasury notes, bonds, bills or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest authorized under Government Code section 53601 (b). – ref to code

Obligations of the State of California – Registered state warrants or treasury notes or bonds of the State of California, as well as bonds payable solely out of revenues from a revenue-producing property owned, controlled or operated by the state, or by a department, board, agency or authority of the state, ~~which finances essential services, with a maximum maturity of five (5) years.~~ Authorized by Government Code section 53601(c). – ref code

Registered treasury notes or bonds of any of the other 49 states in addition to California – Including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state, or by a department, board, agency, or authority of any of the other 49 ~~these~~ states ~~with a maximum maturity of five (5) years~~ in addition to California authorized under Government Code section 53601 (d). – ref cod

Add: Obligations of other California government agencies. Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency authorized by Government Code section 53601(e).

Securities issued by U.S. Government Agencies and Government-Sponsored Enterprises. ~~These securities consist mostly of notes and debenture of agencies and government sponsored corporations and therefore have some credit risk. Their yield is typically higher than U.S. Treasury securities.~~ Obligations, participations, or other instruments, including those issued by or fully guaranteed as to the principal and interest by federal agencies or United States government-sponsored enterprises authorized under Government Code section 53601 (f). These include but are not limited to agency securities issued by the Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Tennessee Valley Authority (TVA), Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal Agricultural Mortgage Corporation (FAMCA).

Bankers Acceptances ~~(40%) –~~ ~~Briefly stated, the function of the bankers' acceptance is as follows: A borrower may, under certain circumstances, obtain short-term credit by arranging for his bank to accept a time draft upon it. The bank stamps its official "accepted" across the face of the draft and it converts it into a bankers' acceptance. The instrument, now being a bank obligation, may be sold to an acceptance dealer who, in turn, may sell it to an investor. Most BA's arise out of transactions involving the trade of manufactured goods or commodities and must be rated "A^1/P^1" or higher. Maturities range from one to 180 days and are limited to forty percent (40%) of the total portfolio.~~ Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. Bankers' acceptances purchased may not exceed 180 days to maturity or 40% of the pool authorized under Government Code section 53601 (g). No more than 5% of the Pool may be invested in bankers' acceptances issued by any one commercial bank. Only those bankers' acceptances eligible for purchase by the Federal Reserve System meet the eligibility requirements for investment by the Pool. Investment in bankers' acceptances shall be placed in instruments ranked within the top two rating categories by two of the largest NRSRO.

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Commercial Paper ~~(40%) –~~ ~~These are short-term promissory notes issued by a company to finance current transactions. Commercial paper is issued not only by industrial and manufacturing firms ut also by finance companies. The entity that issues the commercial paper must meet all the following conditions in either paragraph a or paragraph b:~~ Commercial paper shall have a maximum maturity of 270 days of less, shall not exceed 40% of the total portfolio and must have a rating of "A-1" or higher, or the equivalent, by a NRSRO authorized under Government Coe section 53601 (h). The entity that issues the commercial paper must meet all of the following conditions in either paragraph A or paragraph B.

a. The entity meets the following criteria: (i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars ($500,000,000), and (iii) has debt other than commercial paper, if any, that is rated in rating category of "A" or the equivalent or higher by a nationally recognized statistical rating organization (NRSRO).

b. The entity meets the following criteria: (i) is organized within the United States as a special purpose corporation, trust, or limited liability company, (ii) has program-wide credit enhancements including but not limited to, over collateralization, letters of credit, or surety bond, and (iii) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

~~Commercial paper is sold on a discount or interest bearing basis with maturities not exceeding 270 days and must have an "A^1/P^1" or higher rating by one NRSRO. Purchases of commercial paper may not exceed forty percent (40%) of the total portfolio.~~

Negotiable Certificates of Deposit (Negotiable CD's) ~~(30%)~~ – Negotiable CD's ~~are~~ issued by a national or state chartered bank, a savings association or federal association, a state or federal credit union, or by a federally- or state licensed branch of a foreign bank authorized under Government Code section 53601 (i). The ~~County~~ Treasurer may invest up to ~~thirty percent~~ (30%) of the total portfolio in Negotiable CD's that are rated in a rating category of "A" (long-term) or "A-1" (short-term) or their equivalents or higher by one NRSRO. Negotiable CD's for which the full amount of the principal and the interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the rating requirements. ~~Negotiable CD's are considered liquid, trading actively in the secondary market.~~

Repurchase Agreements ~~(Repo's) –~~ ~~Agreements between an investor (the pool) who agrees to purchase securities and a seller (dealer/broker), who commits to repurchase these securities at a later date at the same price plus interest~~. A holder of securities sells securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The County may invest in Repurchase Agreements (Repo's), Reverse Repurchase Agreements (Reverse Repo's), or Securities Lending Agreements subject to the limitations authorized under Government Code section 53601(j).

Repurchase agreements are limited to 20% of the total portfolio. Collateralization will be required on repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be (102%) of market value of principal and accrued interest. In order to conform with provisions of the Federal Bankruptcy Code, which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of or that are fully guaranteed by the United States or any agency of the United States.

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Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

~~**Reverse Repurchase Agreements** – this is the reverse of a repurchase agreement, where the pool become the seller and the dealer/broker is the investor.~~ Included above

Medium Term Notes ~~**(30%)** – All corporate and depository institution debt securities that are rated in a category of "A" or the equivalent or higher by one NRSRO with a maximum maturity of five (5) years. Medium term notes are restricted to thirty percent (30%) of the total portfolio at the time of purchase.~~ Issued by corporations organized and operating withing the United States or by depository institutions licensed by the United States or any state operation within the Unities States authorized under Government Code section 53601(k). Medium Term Notes shall have a maximum maturity of 5 years and must of a rating of "A" or the equivalent or higher by one NRSRO and shall be restricted to 30% of the overall portfolio.

Money Market Mutual Funds ~~**(20%)**~~ – Funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C, Sec. 80a-1, et seq.) authorized under Government Code section 53601(l). No more than 20% of the County's investment portfolio may be invested in money market funds. No more than 10% of the County's investment portfolio may be invested in any single money market fund. To be eligible for investment pursuant to this subdivision these companies will either:

Attain the highest-ranking letter or numerical rating provided by at least two NRSROs or;
Have retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds and with assets under management in excess of $500,000,000.

Mortgage Pass-Through Securities/Asset-Backed Securities ~~**(20%) –** Up to twenty percent (20%) of the County's portfolio may be invested in a mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer received-backed bond with a maximum remaining maturity of five years or less. Securities in this category must be rated in a rating category of "AA" or its equivalent or better by one NRSRO. –~~ The County may invest in mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease- backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond with a maximum remaining maturity of 5 years or less authorized by Government Code section 53601(o). Securities in this category must be rated in a rating category of "AA" or its equivalent or better by one NRSRO and shall be restricted to 20% of the overall portfolio.

Joint Powers Authority (JPA) Investment Pools – Local government investment pools authorized under Government Code section 53601(p) that must maintain a credit rating a AAAm. ~~such as California Asset Management Program (CAMP)~~

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Supranational Debt – United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States under Government Code section 53601 (q). Investments under this subdivision shall be rated in a rating category of "AA" or equivalent or better by a NRSRO and shall not exceed thirty percent (30%) of the ~~County's~~ overall portfolio. ~~that may be invested pursuant to this section.~~

~~**Guaranteed Investment Contracts (GIC's)** GIC's provide a predictable, guaranteed, fixed interest rate until the specified maturity date of the contract. GIC participants achieve prudent diversification into a superior credit quality insurer with top financial ratings, while offering participants price stability & competitive rates. Colusa County will limit the use of GIC's to proceeds from Tax & Revenue Anticipation Notes only.~~

~~Within the context of State limitations, in addition to the investments listed above, the following investments are authorized for the portion of the county portfolio under professional management by an outside advisor and/or CAMP or LAIF~~.

12. Investment Pools/Mutual Funds

A thorough investigation of pools and funds is required prior to investing and on a continual basis.

~~Ineligible~~ 13. Prohibited Investment

Investments ~~not described above, including but not limited~~ to common stocks, financial futures, contracts and options are prohibited. Additionally, ~~the Treasurer shall not invest~~ investments in reverse or inverse floaters, range notes ~~and principal or~~ interest only strips that are derived from a pool of mortgages, ~~nor may the Treasurer invest~~ in any other investment ~~security~~ that could result in zero interest ~~accrual~~ if held to maturity, unless, if issued or backed by the United States Government in the event of, and for the duration of, a period of negative market interest rates.

Add 14. Authorized Investment Advisors

The County may enter into an agreement with an investment advisor for investment management and/or investment advisory services. The investment advisor will operate under the direction of the County Treasurer. The investment advisor must be registered with the Securities and Exchange Commission (SEC) and submit forms ADV Part 1 and ADV Part 2A on an annual basis.

15. Authorized ~~Dealers, Depositories & Financial Institutions~~ Broker/Dealers

~~For the purchase of all investments, the dealer must operate from an office within the United States. Dealers must provide current audited financial statements. Each dealer will receive a copy of this investment policy and a copy of the County Resolution authorizing the Treasurer/Tax Collector to invest county funds. The Dealer shall be identified~~

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~~on each confirmation transaction by name. Certificates of Deposit may be purchased directly from the issuers instead of through a dealer.~~

The County Treasurer shall maintain an 'Eligible Broker/Dealer List'. Security transactions are limited solely to those banks, direct issuers and dealers included on this list. All financial institutions must be approved by the County Treasurer before they receive County funds or are able to conduct business with the County Treasurer. Inclusion on the County 'Eligible Broker/Dealer List' does not guarantee County business.

~~At least once a year the Treasurer will review all dealers with which the County conducts business. A list of authorized broker/dealers, depositories and financial institutions will be prepared and maintained. This list will include all securities dealers, depositories and investment advisory firms eligible to conduct business with the County under the criteria established in this policy~~.

All firms with whom the County does business shall complete the 'Broker/Dealer Due Diligence Questionnaire' and comply with the requirements contained within. The 'Broker/Dealer Due Diligence Questionnaire' can be found on the Treasurer's website. *add to website, once approved*

No broker, brokerage firm or dealer of securities shall be selected that has made any political contribution to the local treasurer, any member of the board of supervisors, or any candidate for those offices.

Certificates of Deposit and Commercial Paper may be purchased directly from the issuer instead of through a dealer.

If the County has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the County, subject to any conditions contained in the agreement between the County and the investment advisor.

~~Designated Service Bank~~

~~The Treasurer shall designate a State or Federally chartered bank operating within the State of California to service as the primary service and the Treasurer shall use said bank as a clearing house for all funds.~~

~~US Bank is the primary service bank for Colusa County.~~ Addressed above

Add 16. Due Diligence

The County Treasurer or their staff shall conduct a thorough review and perform due diligence of all brokers, dealers, issuers of securities, and mutual funds prior to investing or conducting transactions with these parties and on a continuing basis.

17. Internal Controls

For transactions in excess of ten million dollars ($10,000,000), the Treasurer shall communicate with the Auditor timely as to allow the Auditor a sufficient amount time to review and/or adjust banking securities needed for said transactions.

Reconciliation of the Treasurer's monthly investment report and cash balances will be reconciled by the Auditor-Controller's office.

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Only the persons listed on the current Trading Authorization & Agreement, and the Treasurer, may initiate trading activity with the Treasurer's written consent and prior knowledge.

~~1) US Wealth Management (formerly UnionBanc)~~ *eligible entities list included
~~2) Alamo Capital~~
~~3) Stifel Nicolaus~~

18. Security Custody and Delivery (moved)

~~Minimum legal requirement: As long as the securities for safekeeping are in the name of or under the control of the County of Colusa and kept in a legally separate trust department, they can be held by the same firm from which they were purchased (Sections 53601, 53608 and 53635).~~

All securities purchased shall be deposited for safekeeping with the custodial bank that has contracted to provide the County Treasurer with custodial security clearance services or with a tri-party custodian bank under a written tri-party custody agreement. These third-party trust department arrangements provide the County with a perfected interest in, ownership of and control over the securities held by the bank custodian on the County's behalf and are intended to protect the County from the bank's own creditors in the event of a bank default and filing of bankruptcy. Securities are not to be held in investment firm broker/dealer accounts.

All security transactions are to be conducted on a "delivery-versus-payment basis." Confirmation receipts on all investments are to be reviewed immediately for conformity with County transaction documentation. Confirmations resulting from securities purchased under repurchase agreements should clearly state the exact and complete nomenclature of the underlying securities purchased, that these securities have been sold to the County under a repurchase agreement, and the stipulated date and amount of the resale by the County back to the seller of the securities.

Add: 19. Competitive Pricing

Investment transactions are to be made at current market prices. When possible, competitive prices should be obtained through multiple bids or offers. When identical securities are not available from multiple sources, or investments are purchased directly from issuers (e.g., certificates of deposit and commercial paper), market prices may be referenced to offerings of similar securities that are of comparable rating and maturity by other issuers.

20. Performance ~~Standards~~ Evaluation relocated

The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs of Pool participants. The County Treasurer will measure the portfolio's performance against a market benchmark that is commensurate with the County's investment risk constraints and the cash flow characteristics of the portfolio.

Add: 21. Trading and Early Sales of Securities

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Securities should be purchased with the intent of holding them until maturity. However, in an effort to minimize market risks, credit risks, and increase the total return of the portfolio, securities may be sold prior to maturity, either at a profit or less, when market conditions or a deterioration in credit worthiness of the issuer warrant a sale of the securities to either enhance overall portfolio yield or to minimize loss of investment principal.

Add: **22. Purchase of Securities for Forward Settlement**

Purchases of securities for forward settlement are only authorized as long as the intent of the purchase is to hold them in the portfolio and not for speculative trading, sufficient cash is available to consummate their acceptance into the Treasurer's portfolio on the settlement date, there is the ability at purchase to hold them in the portfolio to maturity without violating any of the diversification/maturity limits of the IPS, and the forward settlement period does not exceed 21 days.

23. ~~**Reporting Requirements**~~ Portfolio Reporting

~~The Treasurer shall generate a monthly report for management purposes. In addition, the Board of Supervisors will be provided a monthly report detailing investment activities and holdings, including a description of the security, maturity date, book value, par value, market value and stated coupon.~~

On a monthly basis, the County Treasurer shall prepare and file with the Clerk of the Board and post to their website a report consisting of but not limited to a description of the security, maturity date, book value, par value, market value, state coupon, together with all other portfolio information required by law.

~~**Calculating and Apportioning Cost**~~ 24. Quarterly Distribution of Investment Earnings

~~The County Treasurer will determine the administrative cost of investing or handing of funds. A portion of the administrative cost is recovered through the Cost Plan, the remaining cost shall be deducted from the total interest earnings prior to the interest apportionment and shall be shared proportionately by all pooled and self-directed investments. The administrative costs are the actual direct and indirect costs charged to the Treasurer's office for salaries, benefits and operating expenses~~.

Prior to the quarterly apportionment of pooled fund investment earnings, the County Treasurer is permitted, pursuant to the California Government Code, to deduct from investment earnings the actual cost of the investments, auditing, depositing, handling, and distribution of such income. Accordingly, the Treasury shall deduct from pooled fund investment earnings the actual cost incurred for: banking services, wire transfers, custodial safekeeping charges, building remodeling costs and other capital outlays, the costs of investment advisory services, credit ratings, the pro-rata annual cost of the salaries including fringe benefits for the personnel in the Treasurer/Tax Collector's office engaged in the administration, investment, auditing, cashiering, account, reporting, remittance processing and depositing of public funds for investment, together with the related computer, office expenses, and other operating expenses associated with the performance of these functions.

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~~Pooling of Funds and Distribution of Earnings~~ 25. Quarterly Apportionment of Administrative Costs

~~Funds available from all sources may be pooled in order to achieve greater investment potential. The earnings from the pooled investments shall be deposited in a special fund, each quarter the earnings fund will be charged and each participant in the pool will be credited with interest in proportion to their aggregate total for the quarter based on an average daily balance~~.

All moneys deposited in the Pool by the participants represent an individual interest in all assets and investments in the Pool based upon the amount deposited. Portfolio income shall be reconciled quarterly prior to the distribution of earnings among those entities sharing in pooled fund investment income. It is the intent of this policy to safeguard and maintain the principal value of funds invested and to minimize "paper losses" caused by changes in market value. Nonetheless, actual portfolio income and/or losses, and net of any reserves, will be distributed quarterly among those participants sharing in pooled investment income in compliance with the California Government Code. Except for specific investments in which the interest income is to be credited directly to the fund from which the investment was made, all investment income is to be distributed pro-rata based upon each participant's average daily cash balance for the calendar quarter.

26. ~~Deposit and~~ Withdrawal of Funds relocated and reworded to add withdrawals over 1 million and request by email.

~~Upon the approval of the County Auditor and Treasurer, other entities not required to deposit funds with the County Treasurer but who wish to do so for investment purposes, may be permitted to deposit funds with the County Treasurer subject to the following criteria:~~

~~When an agency intends to withdraw funds in excess of $500,000 for the purpose of investing or deposit those funds outside the country treasury pool, it is required that a written request be submitted to the Treasurer for his or her approval. While this approval will normally be received within two working days, in order to protect the integrity of all pooled funds, the Treasurer may withhold approval for a maximum of 30 days, and reserves the right to mark the treasury pool investment if market securities must be sold prior to maturity to meet such requests. This guideline will apply to entities that currently are part of the county pool that are considering investing outside of the pool. *~~

The County Treasurer shall maintain sufficient funds in the County Treasury, to meet the estimated normal daily operating cash demands of the County and other Pool participants by investing funds to maturities that anticipate major cash needs. To that end, this IPS establishes guidelines for unusual or unexpected withdrawals of cash and provides for adequate liquidity to cover day-today operations of Pool depositors. On occasion, depositors have need of withdrawals that exceed those normally associated with operations. To accommodate such withdrawal, the County Treasurer has established written notification requirements as set forth below to allow for adjustments to the liquidity position of the portfolio. The notification required is as follows:

a. Withdrawals of over $500,000.00 but less than $1,000,000.00 — 48 Hours

b. Withdrawals of over $1,000,001.00 — 72 Hours

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Notification should be sent to treasurer@countyofcolusaca.gov. Failure to adhere to these requirements may result in payment being delayed by the County Treasurer. Any related fees or penalties assessed by the County service bank shall be passed on to the participant as a direct charge against the participants pooled investment earnings. The County Treasurer reserves the right to mark any investment to market if securities must be sold prior to maturity to meet withdrawals that did not follow these requirements.

Add: **27. Divestment of Voluntary Pooled Participants**

Securities are purchased with the intent to hold them to maturity. To that end, funds are invested in securities that mature on dates consistent with the anticipated operating cash requirements of all Pool participants. Withdrawals of funds by voluntary Pool participants for any purpose not considered as funds being utilized for operations shall be prohibited unless the voluntary Pool participant divests from the Pool and completely withdrawals all funds, ending their relationship with the County Pool.

To initiate the divestment process, the agency shall send a letter to the County Treasurer requesting divestment from the Pool. The letter will indicate the specific legal authority the agency is using to divest from the Pool. The letter shall include the reasons the agency wishes to divest, acknowledgement that they will not be permitted to rejoin the Pool, and the timeline they wish to have the divestment completed.

Upon review of the letter and the divestment request approved by the County Treasurer, the two parties will agree upon a mutually beneficial date to completely withdraw the agency funds from the Pool. Once a mutually beneficial date is agreed upon the agency shall pass a resolution with the following requirements:

a. The agency will state their intent to divest from the County Pool.

b. The agency will relieve the County Treasurer and County of any fiduciary responsibility to the agency.

c. The agency will agree to hold harmless the County Treasurer and County for any adverse consequences the agency may face from divestment from the Pool.

d. The agency will acknowledge that the divestment is intended to be permanent, and that the agency may be prohibited from rejoining the Pool at a future date.

e. The agency will acknowledge that the divestment may cause an adverse impact on current Pool participants and that the County Treasurer, at their discretion, may mark the divestment to market.

f. The agency will add any other provisions to the resolution as required by state and local law.

The County Treasurer reserves the right to divest any voluntary Pool participant from the Pool if they withdraw funds for any purpose not considered as funds being utilized for operations without the consent of the County Treasurer.

Attachment: Outlined 2024_2025 Treasurers Investment Policy [Revision 1] (9584 : Treasury Oversight Committee)

Add: **28. Warranties**

All Pool participants acknowledge that funds deposited in the Pool are subject to market/investment risk, and that the County Treasurer makes no warranties regarding Pool performance, including but not limited to preservation of capital or rate of return earned on funds deposited in the Pool. Pool participants knowingly accept these risks and waive any claims or causes of action against the County Treasurer, the County, and any employees, officials, or agents of the County for loss, damage, or any other injury related to the Pool participant's funds in the Pool.

29. Treasury Oversight Committee

Government Code Section 27131 states that the Board of Supervisors in each County may, if the County is investing surplus funds, establish a County Oversight Committee. Upon instruction of the County Board of Supervisors, the Treasurer will nominate for approval by the Board, a County Oversight Committee. This committee will include from three to eleven members, as the Board of Supervisors, in consultation with the County Treasurer, shall determine is appropriate. This committee shall include selected persons from the following categories:

a) The County Treasurer
b) The County Auditor Controller
c) An appointed representative of the Board of Supervisors
d) The County Superintendent of Schools or designee
e) A representative of special districts within the County that is required or authorized to deposit money in the County Investment Pool
f) One to five bipartisan members of the public that have expertise in public finance and come from diverse economic backgrounds.
g) School districts and community colleges.

Under State law, members of the Committee may not have contributed to the any election campaign for the position of Treasurer or for any candidate to the Board of Supervisors within the past three years. Members may not directly or indirectly raise money for any candidate for local treasurer or a candidate for member of the legislative body of any local agency with money in the County Pool while a member of the Committee, nor may a member secure employment with, or be employed by, bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the Treasurer is doing business during the period that the person is a member of the Committee, or for one year after leaving the Committee. Members may not accept any gift, honoraria, gratuity or service of value in violation of the regulations set forth by the Fair Political Practices Commission, the Government Code, any additional limitations set forth by County ordinance, or internal requirements of the Treasurer.

The Treasurer will provide a report bi-annually to the Oversight Committee identifying all investments held in the County Pool, or elsewhere by the Treasurer or as required by the Board of Supervisors. The Treasurer will provide a copy of the Investment Policy annually to the Oversight Committee. The Oversight Committee shall, monitor the activities of the Treasurer, and cause to be performed an annual audit to determine the Treasurer's compliance with the Investment Policy, and other appropriate regulations.

Attachment: Outlined 2024_2025 Treasurers Investment Policy [Revision 1] (9584 : Treasury Oversight Committee)

Committee meetings shall be open to the public and in compliance with the appropriate sections of the Ralph M Brown Act. By Code, all costs related to the duties of the Oversight Committee will be considered normal charges against the earnings of the Investment Pool.

The Oversight Committee shall have no authority to direct the process or daily operations of any portion of the Treasury Department, nor shall the Committee play any role in determining which banks, firms, or individuals the Treasurer does business with, nor shall the Committee be involved in determining which investments the Treasurer purchases, but shall act only to review the actions of the Treasurer to determine that they are in accordance with the Investment Policy and all other legal requirements or regulations.

Attachment: Outlined 2024_2025 Treasurers Investment Policy [Revision 1] (9584 : Treasury Oversight Committee)

30. TABLE OF AUTHORIZED INVESTMENTS (Exhibit "A")

~~**Authorized Investments**~~

Investment Instruments	Gov't Code Section	Minimum Rating	Government Code		County Policy	
			% or $ limitation	Term limitation	% or $ limitation	Term limitation
State Treasurer's Local Agency Investment Fund	16429.1	*N/R	Maximum set by LAIF Board	-	Amount allowed by LAIF Board	-
U.S. Treasury Instruments	53601 (b)	n/a	100%	5 yrs	100%	5 yrs
Federal Agency Securities	53601 (f)	n/a	100%	5 yrs	100%	5 yrs
Bankers Acceptance	53601 (g)	A1, P1	40% <30% in one bank	180 days	40% <5% in one bank	180 days
Commercial Paper	53601 (h) 53635 (a)	A1, P1	<40% total <10% single issuer	270 days	<40% total <5% single issuer	270 days
Negotiable CD's	53601 (i)	"A" or equivalent,	30%	5 yrs	30% total <5% single issuer	5 yrs
Medium Term Notes Corporate Obligations	53601 (k)	"A" or equivalent	30%	5 yrs	30% total <5% single issuer	5 yrs
Money Market Mutual Funds	53601 (l)	"AAA" or equivalent or Advisor Requirements	<20% total <10% single issuer	5 yrs	<20% total <10% single issuer	5 yrs
Mortgage/Asset-Backed Securities	53601 (o)	"AA" issue or equivalent	20%	5 yrs	20%	5 yrs
Repurchase Agreements	53601 (j)	n/a	20%	92 days	20%	92 days
Reverse Repurchase	53601 (j)	n/a	20%	92 days	Amount allowed by LAIF/JPA	-
JPA Investment Pools	53601 (p)	AAAm or equivalent	100%	-	Amount allowed by JPA board	-
California Municipals	53601(c,e) 53651(c,h,i)	"A"; A-1/P-1 or equivalent	100%	5 yrs	100%	5 yrs
Other 49 State Municipals	53601(d)	n/a	100%	5 yrs	100%	5 yrs
Supranational Debt	53601 (q)	"AA" or equivalent	30%	5 yrs	30% total <5% single issuer	5 yrs
Guaranteed Investment Contracts (GIC'S)	53630	"AA" or equivalent	5%	1 yr	5%	1 yr
Bank Deposits	53630	FDIC Insured or Collateralized	-	-	-	-
Sweep Accounts	53630	FDIC Insured or Collateralized	-	-	-	-

*Not Rated

Attachment: Outlined 2024_2025 Treasurers Investment Policy [Revision 1] (9584 : Treasury Oversight

31. GLOSSARY OF TERMS (EXHIBIT B)

Asset-Backed Securities are securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Bankers' Acceptances are short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at maturity. An acceptance is a high-grade negotiable instrument.

Benchmark is a comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Broker-Dealer is a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

JPA Investment Pools are California Joint Powers Authority ("JPA") established as a stable net asset value (NAV) short-term money market portfolio and cash management vehicle.

Collateral refers to securities, evidence of deposits, or other property that a borrower pledges to secure repayment of a loan. "Security" means any of the eligible securities or obligations listed in Government Code Section 53651. It also refers to securities pledged by a bank to secure deposits. In California, repurchase agreements, reverse repurchase agreements, and public deposits must be collateralized.

Commercial Paper is a short term, unsecured, promissory note issued by a corporation to raise working capital.

Federal Agency Obligations are issued by U.S. Government Agencies or Government Sponsored Enterprises (GSE). Although they were created or sponsored by the U.S. Government, most Agencies and GSEs are not guaranteed by the United States Government. Examples of these securities are notes, bonds, bills and discount notes issued by Fannie Mae (FNMA), Freddie Mac (FHLMC), the Federal Home Loan Bank system (FHLB), and Federal Farm Credit Bank (FFCB). The Agency market is a very large and liquid market, with billions traded every day.

Issuer means any corporation, governmental unit, or financial institution that borrows money through the sale of securities.

Liquidity refers to the ease and speed with which an asset can be converted into cash without loss of value. In the money market, a security is said to be liquid if the difference between the bid and asked prices is narrow and reasonably sized trades can be done at those quotes.

Local Agency Investment Fund (LAIF) is a voluntary investment program for California local governments administered by the California State Treasurer. LAIF provides local agencies a way to invest cash held in the treasury pool that may be withdrawn as needed on a same-day basis to meet an agency's cash flow needs, while realizing interest. The Local Investment Advisory Board (LIAB) provides oversight for LAIF. Due to the portfolio's characteristics, credit risk is minimal. The pool is managed to ensure the safety of the portfolio by investing in high quality securities and by maintaining a mix of securities that provide reasonable assurance that no single investment or class of investments will

Attachment: Outlined 2024_2025 Treasurers Investment Policy [Revision 1] (9584 : Treasury Oversight Committee)

have a disproportionate impact on the total portfolio. Additionally, LAIF funds are protected by statute and are not borrowable.

Market Value is the price at which a security is trading and could presumably be purchased or sold.

Maturity is the date upon which the principal or stated value of an investment becomes due and payable.

Medium-Term Notes are debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought and sold in a large and active secondary market. For the purposes of California Government Code, the term "Medium Term" refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

Money Market Fund is a type of investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must strive to maintain a stable net asset value (NAV) of $1 per share.

Negotiable Certificates of Deposit are large-denomination CDs. They are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.

Principal describes the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Repurchase Agreements are short-term investment transactions. Banks buy temporarily idle funds from a customer by selling him U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date at an agreed upon interest rate. Repurchase Agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal Funds and the maturity of the Repo. Repurchase Agreements must be collateralized.

U.S. Treasury Issues are direct obligations of the United States Government. They are highly liquid and are considered the safest investment security. U.S. Treasury issues include:

1. **Treasury Bills** which are non-interest-bearing discount securities issued by the U.S. Treasury to finance the national debt. Bills are currently issued in one, three, six, and twelve month maturities.
2. **Treasury Notes** that have original maturities of one to ten years.
3. **Treasury Bonds** that have original maturities of greater than 10 years.

Yield to Maturity is the rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.

Attachment: Outlined 2024_2025 Treasurers Investment Policy [Revision 1] (9584 : Treasury Oversight Committee)

32. ~~Authorized Dealers, Depositories & Financial Institutions~~ Eligible Broker/Dealers, Depositories & Financial Institutions

~~Authorized~~ Eligible Dealers:

US Wealth Management (formerly UnionBanc)
Alamo Capital
Stifel Nicolaus
Great Pacific Securities

~~Authorized~~ Eligible Depositories:

US Bank

~~Authorized~~ Eligible Financial Institutions:

Local Agency Investment Fund (LAIF)
California Asset Management Program (CAMP)

Eligible Investment Advisor:

Meeder Investment Management

Attachment: Outlined 2024_2025 Treasurers Investment Policy [Revision 1] (9584 : Treasury Oversight Committee)

COUNTY OF COLUSA, CA **5.2**

Request For County Board of Supervisors Action

MEETING DATE: **March 11, 2025**

DEPARTMENT: **Treasurer**

FROM: **Cindy Dillard**

SUBJECT: **Century Ranch (unusable) Tax Defaulted Properties**

Discuss and provide direction to Treasurer/Tax Collector concerning tax defaulted properties located in Century Ranch.

Detailed Description/Background of request

Secured real property becomes subject to the Tax Collector's power to sell five years from the date declared as tax defaulted. The purpose of offering tax-defaulted at a sale is to collect the delinquent taxes and return the property to a revenue generating status by conveying the property to another owner.

Since 2017, approximately 96 undeveloped parcels located in the Century Ranch subdivision have been removed from the listing of tax defaulted properties being offered for sale due to the lack of available water to service these parcels. There is no current solution to the lack of water. There are currently a total of 114 parcels in Century Ranch eligible for sale with delinquent taxes totaling $128,178.30 as of June 2024. 3 lots do have metered water and 16 are contiguous to lots with water service.

Rather than continuing to list the parcels each time a tax sale is held, only to have the Board remove them, the Treasurer/Tax Collector is seeking formal direction of the Board as to how to move forward on a more permanent basis. There are several options that should be considered:

1. List and allow sale, buyer beware type of situation;
2. County can purchase parcels and turn into open space;
3. Allow for sale to only contiguous property owner, with county providing for lot line adjustment, and restrictions for no further development on parcel.

Should these unusable parcels be sold at tax sale, parties of interest research would be required at a cost of anywhere from $250 - $350 per parcel, and additional costs including but not limited to Redemption fee, State fee, County fee and advertising costs are added to the delinquent tax amount to establish minimum bids.

Prior Board Action

In both 2017 and 2021 the Board allowed for removal of unusable properties from sale.

Fiscal Impact/Funding Source

If parcels go to sale and sell at or above minimum bid, the County will recoup delinquent taxes and tax sale expenses. If parcels go to sale and do not sell and/or are offered at price lower than minimum bid, it would be a loss to County as costs associated with the Tax Sale are included in the minimum bid and research services, publications and mailings are paid at time of service.

Action for the Clerk

None

ATTACHMENTS:

- Century Ranch Presentation (PDF)

Century Ranch

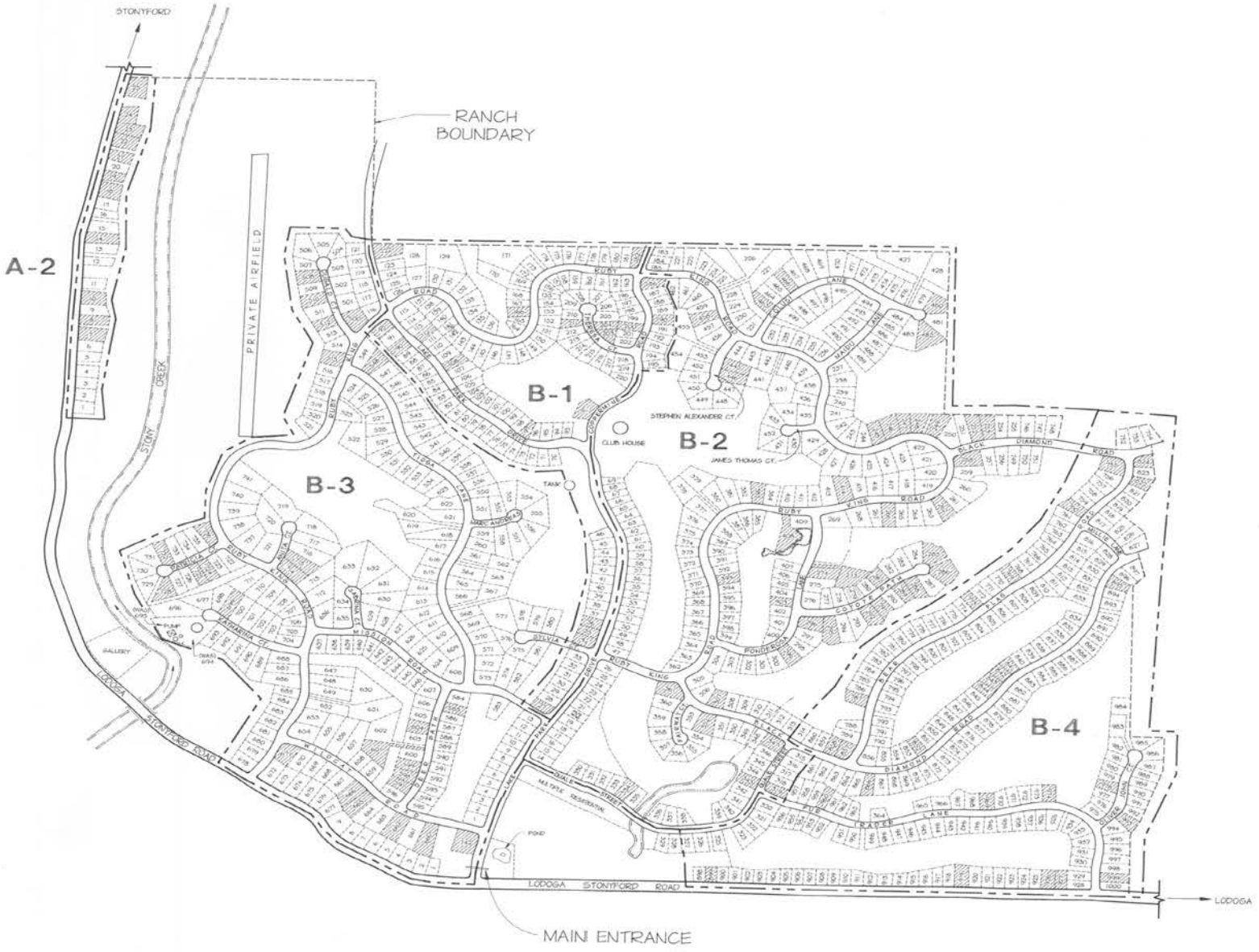
Tax Defaulted Properties

Attachment: Century Ranch Presentation (10154 : Century Ranch Tax Defaulted

Purpose:

Seeking direction from the Board on how to manage Century Ranch tax defaulted properties with no metered water access (unusable land) until such a time the properties become “usable”.

Attachment: Century Ranch Presentation (10154 : Century Ranch Tax Defaulted



LEGEND

B-4 WATER METER ZONE

METERED LOT

NOTES

1. PLAN ADAPTED FROM DRAWING TITLED, "COUNTY SERVICE AREA NO. 1", DRAWN BY LUX ENGINEERING & SURVEYING, INC., 3-26-85.
2. LOT NUMBERS TAKEN FROM, COLUSA COUNTY ASSESSOR'S MAPS.
3. THIS IS AN HISTORICAL PLAN, SOME FEATURES WERE NEVER PUT INTO EFFECT AND SOME PRESENT FEATURES ARE NOT SHOWN.
4. THIS PLAN IS INTENDED TO BE USED FOR GENERAL INFORMATION. ANY OTHER USE IS NOT CONDONED BY PATRICK MORRISON DRAFTING AND DESIGN.

STAT.

A. 122 METERED LOTS AS OF 7-15-98.

B. AVERAGE SUMMER WATER USAGE PER WEEK, 300,000 GAL.

0 400 800 1200
SCALE, FEET

Century Ranch Stonyford, California	GENERAL INFORMATION CENTURY RANCH	METERED LOTS CENTURY RANCH
Patrick Morrison 151 Bear Flag Road Century Ranch, CA 95979	HISTORICAL	July

Attachment: Century Ranch Presentation (10154 : Century Ranch Tax Defaulted

1994 Compliance Order No. 01-02-1994

Century Ranch, was intended to be a retirement community consisting of 1,036 lots, established in the 60's by developer, Rolf W Peter.

In the early 1970's the state blocked land sales citing a lack of water and in 1994 placed a moratorium on water hook ups. The moratorium limited hook ups to the 99 homes and 62 unbuilt lots that were already connected. Disconnected hookups also could not be restored under the order.

Summary:
1,036 lots
161 lots with water hookups

The Departments 1994 Compliance Order No. 01-02-94 directed a total water service moratorium for this public water system.

The Department hereby imposes a service and service connection moratorium on developed lots in the Century Ranch subdivision (CSA #1). Effective immediately, upon receipt of this Order, at no time shall Colusa County provide water service to more than ninety nine (99) service connections to developed lots in the Century Ranch subdivision (CSA #1), or to such number of developed lots as exist as of the date of this Order, whichever number is less.

The Department hereby imposes a service and service connection moratorium on undeveloped lots in the Century Ranch subdivision (CSA #1). Effective immediately, upon receipt of this Order, at no time shall Colusa County provide water service to more than sixty two (62) service connections to undeveloped lots in the Century Ranch subdivision (CSA #1), or to such number of undeveloped lots as have water service connection as of the date of this Order, whichever number is less.

Attachment: Century Ranch Presentation (10154 : Century Ranch Tax Defaulted

Past Sales

- In, 2008, there were 51 Century Ranch lots that went to auction, totaling $115,055.75 which included delinquent taxes, penalties and various tax sale fees owed to the County. Of those lots, 23 sold at minimum bid or above and 28 sold at a reduced amount representing a loss to the county of $68,152.79. Of the 51 Century Ranch lots sold in 2008, 23 have subsequently defaulted.

- In 2017, we removed 44 Century Ranch assessments from the sale and in 2021, we removed an additional 52 assessments for a total of 96. Today we have a total of 114 Century Ranch properties eligible for sale.

Attachment: Century Ranch Presentation (10154 : Century Ranch Tax Defaulted

2025 Tax Defaulted Sale

- We started with 165 assessments, 19 have been removed due to issues including inactive parcels and problem deeds, leaving 146 assessments with a cumulative amount due to the county, as of 06.24, of in excess of $500,000.00.
- 114 of these assessments are located in Century Ranch. Amount due to County totals roughly $150,000.00.
- 3 assessments have access to metered water service.
- 16 assessments are contiguous to a lot with water service.

Attachment: Century Ranch Presentation (10154 : Century Ranch Tax Defaulted

Minimum Selling Price:

The minimum selling price must be at least the sum of the following, pursuant to §3698.5(a)(1):

- o The amount of the actual and reasonable costs incurred by the tax collector (§3704.7(c));
- o The actual and reasonable costs incurred in obtaining the names and addresses of parties of interest and for mailing notices to these entities for each property (§4112(a)(1));
- o A fee of one hundred fifty dollars ($150) if redemption is within 90 days of the proposed date for the tax sale of the redeemed property (§4112(a)(3));
- o The actual and reasonable costs incurred in conducting personal contact and, if necessary, also serving written notice for each property that is a primary residence for the last known assessee (§4112(a)(4)) ;
- o $1.50 State fee (§4672);
- o $150 County fee for the cost of conducting the sale (§4672.1);
- o The costs of researching and giving notice to the parties of interest (§4672.2);
- o The cost of advertising the sale of the property (§4673);
- o The amount necessary to satisfy current taxes and assessments and applicable penalties and costs thereon for the fiscal year in which the tax sale is held (§4673.1);

Attachment: Century Ranch Presentation (10154 : Century Ranch Tax Defaulted

Options

Remove all unusable lots from sale(s) until a time they become usable:

The tax collector may withdraw a property from a scheduled tax sale if it is determined that it would be in the best interest of the county to do so. Consent from county counsel must be obtained prior to withdrawal from the sale (§3698.8).

Sealed bid and group sales:

8111 – Property eligible for sealed bid. Sealed bid sale procedures may be used for the sale of tax-defaulted property that is subject to the tax collector's power to sell when selling oil, gas, mineral rights, or miscellaneous properties that are unusable due to their size, location, or other condition (§3692(d)). The tax collector is not required by law to conduct sealed bid sales.
***NOTE:** A property may be rendered unusable because it is landlocked (no legal means of ingress or egress), too small to meet minimum local building code requirements for independent development, or for other reasons determined by the tax collector.*

8113 – Property grouping. The tax collector may sell two or more contiguous tax sale properties as a single unit (§3691). When properties are grouped, there should be one minimum price for the entire group (no individual lot prices) and only bids for the entire group should be accepted.
Grouping is used at the discretion of the tax collector in order to serve the best interests of the public and the county. Grouping properties is particularly useful in selling improperly subdivided land, and it often provides savings in advertising costs.

Chapter 8 (Agreement Sale) option - County redeem taxes (open space) and remove from tax roll.

Attachment: Century Ranch Presentation (10154 : Century Ranch Tax Defaulted

COUNTY OF COLUSA, CA **6.1**

Request For County Board of Supervisors Action

MEETING DATE:	**March 11, 2025**
DEPARTMENT:	**Library**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve the use of the front wall of the Princeton branch library for a Small Spaces, Big Impact Public Art mural in collaboration with the Colusa County Arts Council.**

Approve the use of the front wall of the Princeton branch library for a Small Spaces, Big Impact Public Art mural in collaboration with the Colusa County Arts Council.

Detailed Description/Background of request

Bringing real artists and their art to the library is a powerful and important part of the library's mission to maintain and improve the lives of all county residents by providing access to information and resources to enhance and contribute to individual knowledge and an increased quality of life.

With only 357 residents, the Princeton branch library is one of the few public spaces that operates year-round in the small town. It is visited weekly by the Princeton Elementary students and a wide variety of adult patrons from the rural community. Recently an after school teen book club was started with the updated hours of operation.

Public art in rural spaces can foster a sense of community and pride. It also enhances the visual landscape, creating a deeper connection to the history, identity, and values of the area. Public art at the library enhances the learning environment, sparks creativity, and encourages community engagement, making the space feel more welcoming and inspiring for all visitors.

The ongoing partnership between the library and the Colusa County Arts Council helps bring art beyond the town of Colusa, reaching our more rural communities and supporting the library's mission of equitable service countywide. By collaborating on projects such as this mural, they ensure that art remains accessible and impactful, enriching the lives of our entire community.

Attached you will find the proposed mural and a detailed description of the Small Spaces, Big Impact project, which is part of a countywide initiative to get public art in the smaller communities.

Prior Board Action

Other public art installations at the libraries include:

Mary Winter's Colors of Colusa County Memorial Mural at the main branch library
Tails and Tales book drops painted by local artist LK James at all seven branches

Preservation Stations: Windows Into Our Wildlife public art installations at all seven branches created by local artist Mark Vargo
Cowboy silhouettes at the Maxwell branch library

Fiscal Impact/Funding Source

none, this is a grant through the Colusa County Arts Council, any additional support or funding would come from the Friends of the Colusa County Free Library

Action for the Clerk

ATTACHMENTS:

- 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (PDF)
- Mural Design Proposal-Macro Flora (PDF)

SMALL SPACES, BIG IMPACT

PUBLIC ART PROJECT 2024-2025

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

CALIFORNIA ARTS COUNCIL
A STATE AGENCY

COLUSA COUNTY ARTS COUNCIL

COLUSA COUNTY **ARTS COUNCIL**

“Small Spaces, Big Impact”

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

For any questions about the Public Art Projects Program, contact Colusa County Arts Council at hello@colusa-arts.org or 530-458-2222

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ARTIST WORK SAMPLES

CALIFORNIA ARTS COUNCIL
A STATE AGENCY

OVERVIEW

Colusa County Arts Council, through the Public Art Projects program, is seeking partnership with municipal and commercial entities to provide publicly accessible walls and surfaces to serve as a canvas for our “Small Spaces, Big Impact” project, a public art initiative by the Colusa County Arts Council intended to activate public spaces throughout Colusa County with mural artwork on small walls or surfaces.

The Public Art Projects program incentivizes art installations by funding and curating a collection of public artworks throughout Colusa County. “Small Spaces, Big Impact,” will fund up to five artists to complete projects on publicly accessible walls/spaces no bigger than 10’ x 15’ or 150 square feet. Unusual spaces with creative potential are encouraged.

Partner locations will be chosen based upon public accessibility, surface dimensions, condition of the substrate, and preparation requirements. The design of the artwork is the sole responsibility of the artist. Partners retain the right of refusal. Private residences are not eligible for this project.

PROGRAM BACKGROUND & GOALS

The Public Art Projects program is overseen by the Public Arts Advisory Committee (PAAC), a subcommittee of the Colusa County Arts Council. Public art is a powerful placemaking tool that contributes to the cultural identity of a region, and can create physical, social, and economic benefits for surrounding communities. The purpose of the Colusa County Arts Council’s Public Art Projects program is to facilitate the curation, design, and installation of public art from many disciplines that reflects the cultural diversity and creative vision of Colusa County.

The goal of the Public Arts Advisory Committee is to:

a. Add beauty and enjoyment to the public experience of public spaces with artwork that inspires whimsy, serenity, happiness, or introspection.

b. Enhance awareness and respect for the natural and built environments.

c. Ensure artistic and aesthetic quality in public art works.

d. Enhance the experience of Colusa County for residents and visitors.

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

We seek local stakeholder and community input from supporters, enthusiasts, and experts across the county and beyond. For more information about our selection process or how to get involved with PAAC, please contact the Colusa County Arts Council.

GENERAL PARTNERSHIP AGREEMENT

The municipal or private entity providing mural or installation space (the "Partner") must own the property, or obtain a written letter of consent from the property owner, for the space to be utilized in this project. The PAAC will act as facilitator, project manager, and artist liaison. The artist contracted for the work will be paid by the Colusa County Arts Council. The Partner is not required to contribute to the project monetarily. Partners may contribute to the Public Art Projects fund, but donations will not be considered during the selection process.

The PAAC will select the artist and artwork for the space. The Partner and the Colusa County Arts Council Board of Directors will give final artwork approval before contract work begins.

The Partner understands that the **artwork concept is the sole responsibility of the artist**. The Partner understands that the goal of this project aligns with those of the PAAC (outlined above), and that the themes and subject matter of artwork selected for "Small Spaces, Big Impact," as determined by the Public Art Advisory Committee, are:

a. Celebration of the region's rich, diverse cultural history

b. Celebration of local flora/fauna/landscape

c. Celebration of rural life

The PAAC, the Partner, and the selected artist will work together to ensure that this project will benefit all parties involved and the community at large.

The selected artwork(s) must have qualities considered to be pleasant, uplifting, and inspirational. Selected artwork must be the original creation of the artist.

An agreement with the Partner with a specified term (from 5 to 20 years) is required. Selected artists will provide a maintenance plan for the completed work. After the term of the agreement expires, the Partner may remove, cover over, update to extend its lifespan, or modify the artwork to their discretion.

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

Partners will be selected for this project only pursuant to these Guidelines and standards, in response to this Call for Spaces document.

TIMELINE

Call for Spaces Release Date: June 20, 2024

Application Deadline: July 31, 2024

Selection Committee Review: July 31, 2024 – August 15, 2024

Partner Recommendations: December 18, 2024

Notification of partnership: January 2025

The Public Arts Advisory Committee, the Partner, and the selected artist(s) will work together to devise an appropriate timeline within the installation window of January 2025-June 2025. The artist will have 10 days within the selected period to complete the work.

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

PARTNER LOCATION

Colusa County Library Princeton Branch

232 Prince St., Princeton, CA 95970

Mural Installation on North-Facing Wall

Mural Size: Approx. 13'W x 8'H

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

SELECTED ARTIST

"Macro Flora" By Heather Hardison

Proposal Narrative:

The work will be created to a specific site, it will showcase local flora in an unexpected, macro scale. Sometimes we need a change in perspective and going out in nature is a great way to shift your point of view. This sample drawing shows how the mural will envelope the viewer with larger-than-life flora, for a jolt of joy and a reminder to keep things in perspective. The following sketch will be adapted to a specific space. Additional species of flowers and plants can be included to reflect the biodiversity of the area, or to reflect specific crops that represent the agricultural community in Colusa County.

Project Timeline:

Site Prep: 1-2 Day

Mural Installation: 3-4 Days

Project Completion: Est. 7 Days Total On-Site

Installation Methods:

(On Brick Surface) Artist would first prime the surface to seal the wall and then paint the mural on the sealed/primed brick wall. Artist would then apply a UV and graffiti coat to the mural to ensure its longevity. The sacrificial graffiti coat allows the mural to be cleaned with solvents to remove any markings, but preserves the mural underneath.

(On Wood Surface) If mural is to be installed on a wood surface, Artist recommends a waterproof epoxy coated composite wood called Medium Density Overlay (MDO), which is available in 4'x8' panels. Similar to the brick installation, Artist would prime, paint, and then coat the MDO panels with sacrificial graffiti coating for easy cleaning. Artist is available to either paint

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

mural on-site after the MDO panels have been installed to the wall or they can bring the MDO panels pre-painted and then installed to wall. MDO Panel installation to the library wall would have to be completed by Contractor and not by Artist.

Mural Maintenance:

The UV and graffiti coat that will be applied allows the mural to be cleaned with solvents to remove any marks or tags, but preserves the mural underneath. Artist is available to come touch up any scratches as needed.

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro

Heather Hardison (b. 1987, USA)
hdhardison@gmail.com | www.hhardison.com| 510.495.5828
University of North Carolina State University, Bachelors of Art in Art + Design, 2009

Solo Exhibitions:
2024, This is a Poem, 2727 California, Berkeley, CA

Selected Group Exhibitions:
2024, Everyone Knows This is Someplace, Gallery 16, San Francisco, CA
2024, Vessel Group Show, Pallas, San Francisco CA
2023, *Signs*, Pacific Saw Works, Oakland CA
2023, *Time + Space*, Colusa County Arts Council, Colusa, CA
2023, *Small Works 2*, Soft Times Gallery, San Francisco, CA
2019, *Gay Area: Bay Area Queer Artist Showcase*, Little Lodge Gallery, San Francisco, CA
2017, *The Pre-Vinylite Society: International Showcase of Women Sign Painters*, Chicago, IL

Publications:
Hardison, Heather, 2015: "*Homegrown, Illustrated Bites from you Garden to your Table*", Stewart, Tabori and Chang

Teaching:
2017-2019, Adjunct Faculty, Illustration and Graphic Design Dept.,
California College of the Arts, San Francisco
2017-2020, FB Analog Lab Teaching Artist, Menlo Park, CA

Residencies:
2023, Social Studies Residency, Arbuckle, CA
2019, Artist in Resident, Facebook
2016, Designer in Resident, Facebook

Pre-Qualified Public Art Rosters
2023, San Jose (5 years)
2023, Palo Alto (5 Years)

Grants:
2023, Berkeley Civic Arts Individual Artist Grant

Speaking Engagements:
2017, *The Craft of Design*, AIGA National Design Conference

Additional Experience:
2023, ABG + City of Oakland Cultural Strategist in Government Public Art Workshop
2010-2016, Sign Painting Apprenticeship, New Bohemia Signs, SF

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

Artist Statement:

I am a painter working in a bold graphic style influenced by the craft of sign painting. My work explores queer identity, radical joy, and connection. I understand the technicality of painting largely through my training in sign painting, and several themes in my work evoke the trade; painting to a line, breathing, imperfection, and patience. I employ a recurring, set palette of distinct colors and visual motifs, most notably the human hand. These hands-the most vital tool of any sign painter-connect the viewer to the beautiful forms, mantras, and figures my work joyously commemorates.

BIO

Heather is a queer artist and designer specializing in larger scale painted installations. Their work explores queer identity, grounded by the art and craft of sign painting. They have 13 years of experience creating murals and large scale artworks. They were a sign painter at world renowned sign painting shop, New Bohemia Signs in San Francisco, from 2010-2016. Since then, they have independently created murals and signs around the SF Bay Area. They are based in El Cerrito, CA.

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

Work Samples:

1. El Cerrito Community Connections Mural, 10’5”x 46,’ 2024.
I designed this public mural and it was painted with help from the El Cerrito Community. It is located along the Ohlone Greenway, a pedestrian path beneath the BART Tracks.

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

2. Colusa Community Mural, Latex Paint, 8'x48', 2024

Community mural in public park in Colusa, CA. Commissioned by the Colusa County Arts Council. It is located in a public park. The shipping container functions as storage for the stage of their summer concert series in the park. It was painted with the help of the community.

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

3. Nasturtium Mural, 20’x75’, Latex paint, both sides of Hallway. 2019.

This mural was created for Facebook’s Artist-in-Resident Program in Menlo Park.

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

4. Bishop Ranch Cafe Mural, 8'x24', Latex paint and 1-shot lettering paint, 2019.
This is a private commissioned mural that is typical of my commercial mural practice, it is a blend of sign painting and illustration. This is one of four murals in their cafes around San Ramon. It was designed to be modular to fit into the different cafe spaces.

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

5. Creative Growth Holiday Sale Signs, 1-shot on signboard, 2019.
Sample of my sign painting trade work. This set of signs was one of my more lively sign painting jobs.

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

6. Choose Wisely Mural, 12’ x 35’ Latex paint and 1-shot lettering paint, 2019.
This mural was done in the lobby of Facebook at their Fremont office.

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

7. Reach/Touch, 12”x16, 1-shot lettering paint on glass, 2023.

This painting uses the sign painting technique of painting in reverse on glass. The following paintings represent my personal art practice

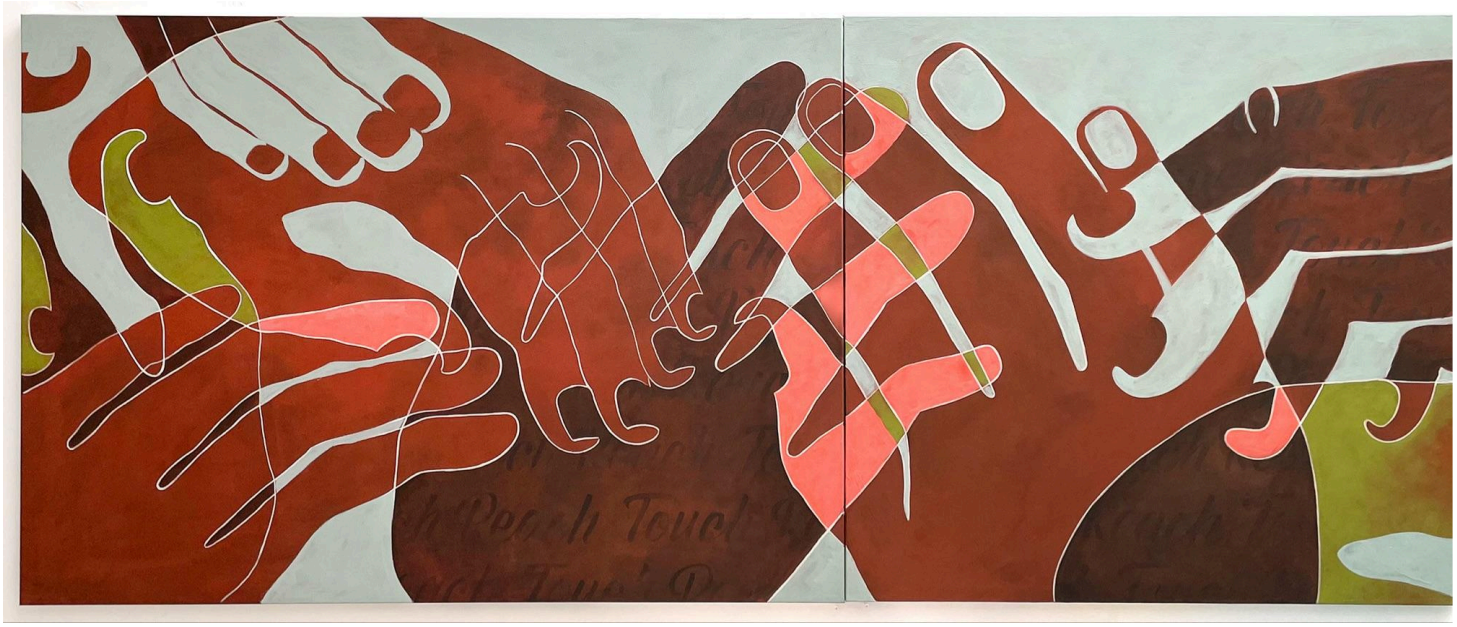
Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

8. Held/Holding, 16”x20”, acrylic on canvas, 2024

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

9. Reach/Touch 4, 18”x24”, Acrylic on Canvas, 2024

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)



10. Reach/Touch 5, 30”x78”, Acrylic on Canvas, 2024

Attachment: 2025-0108 CCAC Small Spaces Big Impact-Macro Flora (10331 : Small Spaces, Big Impact)

Attachment: Mural Design Proposal-Macro Flora (10331 :

COUNTY OF COLUSA, CA **7.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 11, 2025**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **Approve Special Claims**

Approve Special Claims as follows:

Invoice#	Fund/Dept.	Vendor	Amount
25FEBFISCALEXP	DHHS	FISCAL EXPERTS INC.	$1300.00

Detailed Description/Background of request

This claim is being presented for Board approval due to the amount invoiced by the Vendor being more than what the contract calls for. The department has been notified that a contract modification is necessary.

Prior Board Action

None.

Fiscal Impact/Funding Source

As indicated on each claim.

Action for the Clerk

None.

ATTACHMENTS:

- FISCAL_EXPERTS_INC DHHS BOS (PDF)
- Board Approval 24-25 (PDF)

Reset Entire Form

Reset Invoice No, Amt, & Period

Reset Invoice Amt & Period

COUNTY OF COLUSA
AUDITOR – CONTROLLER'S OFFICE
INVOICE CERTIFICATION FORM

Vendor Number: 461 Vendor Name: FISCAL EXPERTS INC

If Misc. Vendor or Special Remit to Address: _____

_____

Separate Check: ☐ Yes ☐ No

Special Handling Instructions: ☐ Hold Check for Pickup by: _____

☐ Original Document sent via interoffice mail & to be mailed w/check

Comment:

CONTRACT #C24-136
00553180811

Invoice No:	25FEBFISCALEXP	Invoice Amount:	$ 1,300.00		
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
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Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			

Grand Total of All Invoices: $ 1,300.00

Under Penalty of perjury, I certify: that the items listed on the certification form, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

☑ Gov. Code Section 910.2 If not, sign here → Claimant Sign Here: _____

Department Head or Authorized Deputy: Christine Fusaro Digitally signed by Christine Fusaro Date: 2025.02.25 13:11:25 -08'00'

Attachment: FISCAL_EXPERTS_INC DHHS BOS (10345 : Approve Special Claims)

C24-136

Fiscal Experts, Inc.
dba Time Study Buddy

25 FEB FISCAL EXP
February 15, 2025

Colusa County Dept. of Health and Human Services
Emailed to: Norma Avila

RE: Invoice for Time Study Buddy Services

Contract Date:	July 1, 2024
Contract Expires:	June 30, 2026
Contract Number:	PC24-136
Service Description:	Time Study Services
Service Dates:	3rd Quarter - FY 2024-25

Total Amount Due: **$1,300.00**

Product/Description	Batch	Workers	Rate	Amount
Time Study Services:				
Workers per quarter	B714554	52	$25.00	$1,300.00
Total amount due				$1,300.00

To review or print a detailed Excel report including each worker, go to:
Admin Menu > Reports > Claim > select " Ignore Updates" > select the batch number above > Billing Report
We charge for all accounts that time study, approve time studies, or have Admin or Reports Only permissions.

Fiscal Experts, Inc.
5350 Dunlay Drive
Suite 2716
Sacramento, CA 95835

Dan Gardner
805-748-1460 telephone
dan@timestudybuddy.com
www.timestudybuddy.com

Attachment: FISCAL_EXPERTS_INC DHHS BOS (10345 : Approve Special Claims)

BOARD APPROVAL

3/11/2025

Invoice #	Fund/Department	Vendor	Amount
25FEBFISCALEX	HEALTH & HUMAN SERVICES	FISCAL EXPERTS INC	$ 1,300.00
	Exceeds Contract amount		

1. _____
2. _____
3. _____
4. _____
5. _____

Attachment: Board Approval 24-25 (10345 : Approve Special Claims)

COUNTY OF COLUSA, CA **8.1**

Request For County Board of Supervisors Action

MEETING DATE:	**March 11, 2025**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Discussion and Appointment of County Representatives to the Sites Joint Powers Authority (JPA) Board of Directors and the Sites JPA Reservoir Committee**

Discussion and Appointment of County Representatives to the Sites Joint Powers Authority Board of Directors and the Sites JPA Reservoir Committee

Detailed Description/Background of request

On January 28, 2025, the Board Chair recommended and the Board approved appointment of Michael Azevedo and Gary Evans (Alt) to the Sites Project Joint Powers Authority Board, and Mike Azevedo and Randy Wilson (Alt) to the Sites Project JPA Reservoir Committee. With Mr. Azevedo's recent resignation as Public Works Director, there is need to fill the positions he held on both bodies, or to confirm the Board's desire to have him continue serving in that capacity. It is unknown if Mr. Azevedo would be willing to do so.

The bodies have been holding joint meetings for quite some time, with meetings generally held from 9:00 a.m. to noon on the 3rd Friday of every month in Maxwell.

Prior Board Action

As detailed above

Fiscal Impact/Funding Source

None

Action for the Clerk

Advise the Sites Project Authority of any change in appointee, update BCC listing and distribute to all parties.

COUNTY OF COLUSA, CA **12.1**

Request For County Board of Supervisors Action

MEETING DATE:	**March 11, 2025**
DEPARTMENT:	**County Counsel**
FROM:	**Richard Stout**
SUBJECT:	**CLOSED SESSION: PUBLIC EMPLOYMENT California Government Code 54957(b). Title: County Administrative Officer.**

CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: County Administrative Officer.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA **12.2**

Request For County Board of Supervisors Action

MEETING DATE:	**March 11, 2025**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**EMPLOYEE PERFORMANCE EVALUATION California Government Code section 54957(b). Title: County Administrative Officer**

EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: County Administrative Officer

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk