



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
SP-2021-12
Dept., Division, FY, #)
H&SS, AAA
BUDGET ACCOUNT:
2162
SUBJECT ACCOUNT:
3153

1. This Contract is entered into between the County of Solano and the Contractor named below:

Innovative Health Solutions

CONTRACTOR'S NAME

2. The Term of this Contract is:

10/1/2020 to 9/30/2021

3. The maximum amount of this Contract is:

\$ 84,840

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:


Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on October 6, 2020.

CONTRACTOR	COUNTY OF SOLANO
Innovative Health Solutions	
CONTRACTOR'S NAME	
<u>Norma Lisenko</u>  09/16/2020 10:14 PM EDT	<u>Birgitta E. Corsello</u> 10/6/2020 DATED
SIGNATURE	County Administrator
Norma Lisenko, CFO	275 Beck Ave.
PRINTED NAME AND TITLE	ADDRESS
180 Olive Branch Court	Fairfield CA 94533
ADDRESS	CITY STATE ZIP CODE
Benicia, CA 94510	Approved as to Content:
CITY STATE ZIP CODE	<u>Gerald Huber</u> 
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	<u>Ryan Fitzgerald</u> 
	COUNTY COUNSEL, DEPUTY

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

5. Location of Services:

- 5.1. Various locations throughout Napa and Solano counties as identified by service provider and qualified using the CalFresh Eligibility Standards and listed in the Integrated Work Plan on file with California Department of Aging.

6. Units of Service Requirements:

Contractor will:

- A. Provide nutrition education and obesity prevention activities based on approved evidence-based health promotion programs through CFHL interventions. Specific key messaging will include:
- 1) Increase physical activity and reduce time spent in sedentary behaviors as part of a healthy lifestyle;
 - 2) Maintain appropriate calorie balance;
 - 3) Make half your plate fruits and vegetables, at least half your grains whole grains, and switch to fat-free or low-fat milk and milk products.
- B. Conduct the following services in accordance with the California Department of Aging guidelines for CFHL. All activities must be conducted at pre-approved locations as described in the Integrated Work Plan for both Napa and Solano Counties.

Physical Activities:

- A. Conduct Tai Chi classes at 2 physical locations and 1 online platform:
1. Suisun Senior Center (outdoor class)- Total of 20 classes and 20 participants
 - i. Two 10-week sessions throughout the year
 2. Napa at Dry Creek Park (outdoor class)- Total of 20 classes and 20 participants
 - i. Two 10-week sessions throughout the year
 3. Unlimited online classes through an annual membership (free for participants) on MyTaiChiCourse.com to an unlimited number of Solano and Napa County participants. Expected minimum participation is 50 older adults. Recruit participants through the following partners:
Solano County:
 - i. Florence Douglas Senior Center
 - ii. Dixon Senior Center
 - iii. Fairfield Senior Center
 - iv. Benicia Senior Center
 - v. Ombudsman Services
 - vi. Alzheimer's Association
 - vii. Meals on Wheels
 - viii. Parkway Plaza Apartment
Napa County:
 - ix. American Canyon Senior Center
 - x. Rianda House
 - xi. Rohlf's Manor
 - xii. UpValley Family Center

Nutrition Education Activities:

- A. Outreach and recruitment of participants with the following partnerships in Solano and Napa counties:
1. Solano County
 - i. Florence Douglas Senior Center
 - ii. Dixon Senior Center

Training and Meetings:

- A. Participate in meetings with Integrated Work Plan members as needed.
- B. Participate in CFHL training meetings as needed.

7. Reporting Units of Service:

- 7.1. Data reported must be timely, complete, accurate, and verifiable. Outcomes must be measured using pre-approved methods for all direct client activities as described in the Integrated Work Plan.
- 7.2. Units of service are based on total program budget which depends on other funding sources in addition to the N/S AAA.
- 7.3. Activities will be reported to the N/S AAA on a monthly basis, utilizing the data collection software or forms supplied by the N/S AAA. Reports are due by the tenth of each month for activities of the previous month, i.e. activities occurring in July will be reported by August 10.
- 7.4. The contractor shall submit program performance reports in accordance with N/S AAA requirements and maintain sign-in sheets and back-up records for all activities as required by CFHL Integrated Work Plan.
- 7.5. Units of service will be reviewed monthly by N/S AAA staff. If at the end of the first quarter, the units of service are not within 10% of the planned number, a corrective action plan will be requested of the subcontractor. If at the end of the second quarter, the units of service are still not within 10% of the planned year to date number, the County retains the right to reallocate the funds for the contracted service.

8. Voluntary Donations/Program Income:

- 8.1. Provide each senior with the opportunity to voluntarily contribute to the cost of the service by developing a suggested contribution schedule.
Suggested contribution schedule or other documents provided to participants regarding donations or contributions shall be identified as "voluntary" and contain language that "no individual can be denied participation because of failure or inability to contribute". Documents cannot include the words "bill, invoice or statement" or otherwise indicate or infer a contribution is required. The template for voluntary donations must be submitted to N/S AAA Program Manager within thirty (30) days of the contract's start date. Any changes to this template must be communicated to N/S AAA Program Manager prior to use.
- 8.2. Protect the privacy of each senior with respect to contribution made. This privacy protection is to include establishing procedures to safeguard and account for all contributions. Procedures must be submitted to N/S AAA Program Manager within thirty (30) days of the contract's start date.
- 8.3. Program income means revenue generated by the Contractor from contract-supported activities, including voluntary contributions received from a participant for services received. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated. See Exhibit B.

9. Contract Funding:

- 9.1. Agree not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress (22 CCR § 7364 (a) 2).
- 9.2. Comply with budget reduction in the event the service levels specified in Section 6 are not attained (22 CCR § 7364 (a) 3).

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit B-1 and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month. Notwithstanding Section 1 in Exhibit C, Contractor is required to submit all monthly claims for services provided through May 31st no later than June 15 of the following month.
- B. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by a fiscal monitoring report. The format of the fiscal monitoring report will be provided by the County. Each invoice must specify actual charges incurred.
- C. Contractor must request approval for transfers between budget categories or the addition of line items within a budget category, which are set forth in Exhibit B-1 Requests for transfers between budget categories or addition of budget line items within a budget category must be presented to the County on the County's "Budget Modification Request Form". Transfers between budget categories or addition of line items within a budget category may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the transfers between budget categories or the addition of line items within a budget category under this section, except for indirect costs and capital expenditures (equipment or real property), provided that such transfers or additions do not substantially change the scope of services to be provided under this Contract and do not increase the contract amount.
- D. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Older and Disabled Adult Services (ODAS) Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.
- E. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
 1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.

4. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, contractor agrees to furnish unaudited financial statements by September 1.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.

5. SUBRECIPIENT MONITORING AND MANAGEMENT

If Contractor is determined to be a subrecipient, Contractor agrees to:

- A. Provide a fiscal monitoring report which compares the contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total contract balance. The County will provide the required format.
- B. If applicable, conduct an annual single audit, at Contractor's expense, according to the requirement of 2 CFR part 200, subpart F Audit Requirements, which identifies all funds granted, received, disbursed and expended.
- C. In adherence with 2 CFR part 200, subpart D, this Contract (subaward) must include the following information at the time of contract (subaward) execution. Significant changes to these data elements may require a modification form.
 - 1. Subrecipient Name (which must match the name associated with its DUNS number): [Innovative Health Solutions]
 - 2. Subrecipient DUNS number: [056546913]
 - 3. Federal Award Identification Number (FAIN): [N/A]
 - 4. Federal Award Date (date when the federal award was signed by authorized official of awarding agency): [See Contract p. 2]
 - 5. Subaward Period of Performance Start and End Date: [See Contract p. 1]
 - 6. Amount of Federal Funds obligated by this action: [See Contract Ex. B-1]
 - 7. Total Amount of Federal Funds obligated to the subrecipient: [See Contract Ex. B-1]
 - 8. Total amount of Federal Award: [See Contract Ex. B-1]
 - 9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): [N/A]
 - 10. Name of Federal awarding agency, pass-through entity and contact information for awarding official: [U.S. Dept of Health and Human Services-California Department of Aging-Solano County-Contractor]
 - 11. CFDA Number and name: [10.561/SNAP-Ed USDA FNS Senior Nutrition Education]
 - 12. Identification of whether the award is for research and development: [N/A]
 - 13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR 200.414 Indirect (F&A) costs): [10%]

6. FUNDING LIMITATIONS

For the first quarter of this contract period, Contractor reimbursement is limited to no more than 25% of the total award amount unless reimbursement beyond 25% is expressly authorized by County. Expenditures beyond 25% may be carried forward to the following month. Disbursement of funding is contingent upon the availability of Federal and State funds and California Department of Aging decisions for the awarding of funds to PSA28.

EXHIBIT B-1.1
BUDGET DETAIL

Vendor/Contractor:	Innovative Health Solutions		
Funding Title:	CalFresh / SNAP-Ed		
Title Description:	Funding provided through the USDA FNS		
Service Type:	Senior Nutrition Education CFDA 10.561		
BUDGETED COSTS			
Cost Category	FTE		CASH
Personnel and Volunteers/In-Kind:			
Program Coordinator	43.40%		\$49,910
Health Educator	30.00%		\$12,480
Health Educator	30.00%		\$12,480
Total Salaries			\$74,870
Subtotal: Personnel			\$74,870
Vendor Consultants			\$3,000
Food/Materials Costs			\$1,000
Other Costs			\$1,047
Total Direct Costs			\$79,917
Indirect Costs Rate:	6.16%		\$4,923
Total Costs Cash and In-Kind			\$84,840
BUDGETED FUNDING			
Funding Category			CASH
Federal Funding			\$84,840
Total Funding Cash and In-Kind			\$84,840

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
|----------------------|--------------------|--|

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. INSURANCE

Notwithstanding Section 7(C)(1) of Exhibit C, Contractor must maintain a limit of no less than \$1,000,000 of general liability insurance.

2. COMPLIANCE WITH LAW

Contractor acknowledges that activities under this Contract are being carried out in accordance with the Older Americans Act of 1965 (42 U.S.C. § 3001, *et seq.*; "Act"). Therefore, in addition to complying with Section 13 of Exhibit C, Contractor shall comply with the Act and any law or regulation related to it; with 22 C.C.R. § 7100, *et seq.*, including 22 C.C.R. § 7364, or any other rule or regulation promulgated by the California Department of Aging (CDA); and with any other federal, state, or local law or regulation related to the Act or the activities under this Contract.

3. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit "D-1".

4. COMMUNITY FOCAL POINT LIST

Contractor acknowledges the form attached as Exhibit "D-2".

5. REQUIRED REPORTS AND DUE DATES

Contractor acknowledges the form attached as Exhibit "D-3".

6. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

COMMUNITY FOCAL POINT LIST

Designated Community Focal Point	Address
Comprehensive Services for Older Adults	650 Imperial Way, Suite 101 Napa, CA 94559
American Canyon Senior Center	2185 Elliot Drive American Canyon, CA 94503
Napa Senior Center	1500 Jefferson Street Napa, CA 94559
St. Helena Senior Center (Rianda House)	1475 Main Street St. Helena, CA 94574
Benicia Senior Center	1201 East 2 nd Street Benicia, CA 94510
Florence Douglas Senior Center (Vallejo)	333 Amador Street Vallejo, CA 94590
Suisun Senior Center	318 Merganser Drive Suisun, CA 94585
Fairfield Senior Center	1200 Civic Center Drive Fairfield, CA
Vacaville Senior Center (McBride)	91 Town Square Place Vacaville, CA
Dixon Senior Center	201 S. 5th Street Dixon, CA 95620
Rio Vista Senior Center	25 Main Street Rio Vista, CA 94571

Program Reports

3. Monthly Service Unit Report (Form 186M)*

Due 7th working day of each month

A. Title III B Adult Day Care

- Attach Q Monthly Service Roster
- Attach associated Client Intake Forms
- Attach Client Deactivation Request

B. Title III B Legal Assistance

C. Title III B Transportation

D. Title III D Health Promotion

- **Title VII (b) Elder Abuse Prevention, Education, & Training**

**Due date subject to California Department of Aging notifications*

4. Monthly Title III C

Due 7th working day of each month

1. Elderly Nutrition Program Reports

- | | |
|----------------------------------|--|
| ● Q Monthly Service Roster | ● Nutrition Volunteer Summary Report |
| ● Daily Sign-In Sheets | ● Cash Count Sheet |
| ● Associated Client Intake Forms | ● Food Preparation Center Food Service |
| ● Client Deactivation Request | ● Check Sheet |

6. Quarterly Reports

Due 15th of each month

A. Title III B California Legal Services Quarterly Aggregate Report (CDA 1022)

B. Title VII (b) Elder Abuse Prevention Quarterly Activity Report (CDA 1037)

7. Quarterly Reports

Due 30th of each month

A. Long-Term Care Ombudsman Program

- Copy of completed Quarterly Ombudsman Reporting Form (OSLTCO S301) as submitted to the California Department of Aging.

Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of report.