***RFP 1013-24 -NUTRITION EDUCATION SERVICES PROGRAM - PROPOSAL PACKAGE***

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| **CONTENTS** |

* Introduction
* Definitions

I. Program RFP (separate package per service & funding service)

II. Checklist and Directions

III. Complete RFP Packet Must Include:

A. Application Packet

B. Proposal Packet

C. CCC-307 Certification Form

D. CDA 1024 –Confidential Statement Form

E. Budget Form – *(For Budget Form excel file templates, visit Imperial County Purchasing Department Website:* [*https://purchasing.imperialcounty.org/*](https://purchasing.imperialcounty.org/)*)*

|  |
| --- |
| **Applicant Technical Assistance Workshop**  **Wednesday, February 14, 2024, at 3:00 p.m.**  Imperial County Area Agency on Aging  Conference Room  778 West Main Street  El Centro, CA 92243  (442) 265-7030 |

Mail application to:

Imperial County Purchasing Department

Attn: Rhoda Hoffman

RFP 1013-24 Nutrition Education Services Program

1125 W. Main Street

El Centro, CA 92243

**Introduction**

**OVERVIEW OF THE OLDER AMERICANS ACT AND THE CALIFORNIA’S AGING NETWORK**

IN AN EFFORT TO MEET THE DIVERSE NEEDS OF THE GROWING NUMBERS OF OLDER PERSONS IN THE United States, Congress passed the Older Americans Act of 1965. The Act has been amended several times since the original passage, but it is still the primary vehicle for organizing, coordinating, and funding a system of community-based long-term care services to elders 60 years and older. Age is the primary eligibility factor for elders receiving services (60 years and older). However, priority is given to those with the greatest social and economic need, low-income minority individuals, individuals residing in rural areas, older individuals at the risk of institutional placement, and older individuals with limited English proficiency.

Unique to the Act is its creation of Area Agencies on Aging (AAA). An Area Agency on Aging is a public or a private non-profit agency designated by the state to address the needs and concerns of older individuals with their Public Service Area (PSA) with leadership provided by a State Unit on Aging (SUA), these entities are charged with the following:

1. Creating multi-year plans for the development of comprehensive, community-based services which meet the needs of older persons within their communities;
2. Providing information on available services, programs and policies that affect older persons;
3. Advocating for the improvement of services and rights of older persons and their caregivers; and
4. Contracting, coordinating and monitoring federal, state and local funding which support the operation of these community-based long-term care services which assist older persons to remain independent within their own homes and communities.

In California, the California Department of Aging (CDA) as the SUA provides oversight to 33 AAA’s. The Imperial County Area Agency on Aging serves Planning and Service Area 24.

One of the primary features of the Older Americans Act (OAA), Title III program is county and community involvement in the planning and funding of the system of services for older persons. Each service provider must seek to expand the sense of community participation by expanding the use of volunteers.

**IMPERIAL COUNTY PROFILE**

Imperial County is a county located in the Imperial Valley, in the far southeast of the U.S. state of California, bordering both Arizona and Mexico. The areas served include Brawley, El Centro, Calexico, Imperial, Heber, Holtville, Calipatria, Seeley, Niland, Ocotillo, Desert Shores, Palo Verde, Salton City, and Bombay Beach. The Imperial County is part of the El Centro Metropolitan Area, which encompasses the entire county. The population as of 2017 was 182,830. The county seat is the City of El Centro. Established in 1907, it was the last county to be established in California. Imperial County is also part of the Southern California border region, also referred to as San Diego-Imperial, the smallest but most economically diverse region in the state.

Although this region is a desert, with high temperatures and low average rainfall of three inches (seventy-five mm) per year, the economy is heavily based on agriculture due to irrigation, supplied wholly from the Colorado River via the All-American Canal. The Imperial Valley is a melting pot of European American and Hispanic cultures. The entire valley is a multi-racial mixture of European Americans, East Asian Americans, South Asian Americans, some African Americans and Native Americans.

**Projected Senior Population Growth for Imperial**

The population of Imperial County is expected to grow steadily through 2030. Along with other parts of the country, the senior population of the county is growing at an even faster rate. In 2000, approximately 10% of the county population was over 65 years of age; by 2030 this proportion is expected to increase to 16%. The table below depicts the projected growth for Imperial County as a whole and for its senior population.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | 2000 | % Change 2000-2010 | 2010 | % Change 2010-2020 | 2020 | % Change 2020-2030 | 2030 |
| Imperial County | 143,763 | 32% | 189,675 | 26% | 239,149 | 19% | 283,693 |
| Population Over 65 | 14,520 | 37% | 19,841 | 50% | 29,819 | 53% | 45,622 |

Source: California Department of Finance

**THE IMPERIAL COUNTY AREA AGENCY ON AGING**

The Imperial County Area Agency on Aging (ICAAA) is the designated Area Agency on Aging for the Planning and Service Area 24 (PSA24), which includes all of the Imperial County. The mission of the Imperial County AAA is to provide leadership at the local level in developing systems of home and community-based services that maintain restrictive home-like environments. In particular, emphasis is placed on coordinating with local systems to enable individuals to live out their lives with maximum independence and dignity in their own homes and communities through the development of comprehensive and coordinated systems of home and community-based care.

The Imperial County Area Agency on Aging is seeking proposals from interested and qualified organizations and firms to administer Senior Services Programs throughout the County of Imperial beginning July 1, 2020. Proposals are being solicited for Title III-B (Supportive), Title III-C (Senior Nutrition), Title III-D (Health Promotion), and Title III-E (Caregiver Support). The Imperial County AAA may, but is not obligated to, extend contract(s) for up to three additional one-year periods contingent on the availability of funds and Contractor performance. The demand for services is increasing each year as the ‘boomer’ generation ages. The need to leverage community resources with the OAA funding becomes paramount if the AAA is expected to sustain existing services and to hopefully expand the capacity to meet the needs of the growing senior population.

Anticipated funding for these programs for Fiscal Year 2024-2025 is approximately $1,307,652\*. The number of contracts and amounts awarded will be determined by the quality of the applications received. Preference will be given to the organization proposing to deliver the widest array of services being sought.

\*FY 2023-2024 Funding. Note: Funding contingent upon Federal and State Budget outcomes

**Goal**

The senior services programs serve seniors 60 years of age or older, with preference given to those in greatest economic or social need and to low income, multi-ethnic individuals. The goals are to maintain or improve the physical, psychological, and social well-being of older individuals by providing appropriate senior services.

**DEFINITIONS**

The following definitions apply to the Senior Services Programs:

1. AAA – Area Agency on Aging.
2. Applicant/Proposer/Vendor– Used interchangeably throughout the RFP to denote any party that is interested in providing Senior Services Programs.
3. CCR – California Code of Regulations.
4. CDA – California Department of Aging.
5. CFR – Code of Federal Regulations.
6. Congregate Senior Nutrition Program (III C-1) – Meals are provided in a congregate setting for older individuals in an atmosphere that is pleasant and encourages socialization.
7. Contract – Agreement between Imperial County AAA and Contractor, including the terms and conditions, scope of work, attachments, addenda, and amendments, if applicable.
8. Contractor/Provider – Refers to an entity whose application results in a contract to provide Senior Services Programs.
9. CRFC – California Retail Food Code – effective January 1, 2019. <https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/MEHKO/CALIFORNIA%20RETAIL%20FOOD%20CODE%202019.pdf>
10. Data Dictionary – Dictionary of CDA Service Categories and Service Units of Measure. (Reference: <https://www.aging.ca.gov/download.ashx?lE0rcNUV0zYVluwocgk52g%3D%3D>)
11. DRI – Dietary Reference Intake.
12. Eligible Service Population – Older Individuals (60 years of age or older), giving preference to those in greatest economic or social need, with particular attention to low-income minority individuals.
13. Equipment – Tangible personal property with a useful life of more than one year and an acquisition cost of $500 or more per unit.
14. Fee for Service – A specified price determined by a per unit cost for the delivery of a specified number of units.
15. HACCP – Hazard Analysis Critical Control Point.
16. HIPPA – Health Insurance Portability and Accountability Act.
17. Home-Delivered Meal (III C-2) - A meal provided to an eligible individual in his or her place of residence.
18. ICAAA – Imperial County Area Agency on Aging
19. Nutrition Services Incentive Program (NSIP) – Refers to the United States Department of Agriculture’s (USDA) cash allotment or commodity program. The purpose of NSIP is to provide incentives and reward effective performance in the efficient delivery of nutritious meals to older individuals. Funding is based on the number of meals served in the prior year and available appropriation.
20. Older Americans Act (OAA) – The overall purpose of this act is to provide comprehensive, coordinated, community-based systems of service to persons age 60 and older, to enable them to maintain health, personal dignity, and independence (42 USCA §3001 et seq.).
21. OAAPS – Older Americans Act Performance System
22. Older Individual – Individual who is 60 years of age or older.
23. OMB – Office of Management and Budget (federal).
24. Program Income – Refers to the donations made by the participants in the program.
25. Realignment Funds – In 1991/1992, the State approved the Health and Welfare Realignment Program that involves a shift of program responsibilities from the State to the counties. This shift is funded through a corresponding shift of dedicated State Sales Tax and State Vehicle License Fee revenue passed through to the counties.
26. Request for Proposal (RFP) – The document used to solicit a solution or solutions from potential Contractors to a specific problem or need. Although price is important, originality and effectiveness of the application, and the background and experience of the Applicant, are evaluated in addition to the proposed price.
27. Service Area – Defines the geographic area to be served under this program.
28. Service Unit - Unit of measure for services provided to program recipients.
29. SOC 341 – Form used to report a suspected incident of abuse of an elder or dependent adult, required under Welfare and Institutions Codes Sections 15630 and 15686(a)(1).
30. State – State of California.
31. Subcontract – To contract with a third party to perform all or part of the work included in this RFP and the resulting contract.
32. Title III and Title VII – Grants for State and Community Programs on Aging.
33. USC – United States Code.
34. USDA – United States Department of Agriculture.
35. W & I Code – California Welfare and Institutions Code.

**PROPOSAL CHECK LIST**

***Requirements***

1. All applicants must submit ten (10) completed applications (all parts A, B and attachments). **Please submit four (4) of the copies with original signatures.** This requirement is for both new and previous applicants (renewals)

2. Submit each application, stapled together, in the order listed below.

=====================================================================

APPLICATION SECTION

(1 required)

Date submitted

A. Cover letter with authorized signature.

B. This checklist.

C. Letter of project support from an unaffiliated reference. **(Not applicable for renewals)**

ATTACHMENTS

D. Current Certificate of Insurance. (If granted award, applicant will comply with insurance required under contract by first day of contract.)

E. Current fire inspection certificate(s), if applicable.

F. Current state licensing certificate and/or health certificate if applicable.

G. Building & safety certificate(s), if applicable.

H. If applicable, governing body resolution authorizing this application and indicating by name (1) the person who may sign for the policy-making body on the application and on the budget, and (2) the person who may sign for actions and revisions to the project which occur during the contract period.

I. If applicable, memorandums of understanding or usage agreements or contracts which directly pertain to proposed project.

J. Articles of Incorporation, **if current documents are not already on file** with the Imperial County Area Agency on Aging (ICAAA).

K. Proof of Workers’ Compensation Insurance.

Imperial County Area Agency on Aging

**APPLICATION DIRECTIONS**

1. Complete the application form included in this Package. EACH PROPOSAL PACKAGE MUST INCLUDE both an application and a proposal narrative for each service proposal (RFP).

2. Place required supplements directly after the related item.

1. Deliver all to the Imperial County Purchasing Department. See address on Page 1. Facsimiles (FAX) will NOT be accepted.

**Page 1 of Application:**

Item 1. Enter name of project/program. Include type of service and fund source (i.e., Senior Health Services Program, Older Americans Act Title IIIB & IIID)

Item 2. Start date will be approximately July 1, 2024, through June 30, 2028.

Item 3. Complete, using unit number and amount per unit as designated in the RFP.

Item 4. Check the appropriate box and indicate your tax payer ID number. If incorporated, give date and number.

Item 5. Identify parent agency or corporation.

Item 6. May be identical with (5), or may identify the proposed project’s facility.

Item 7. Signature of person authorized by agency resolution. (Refer to attachments.)

**Part A - Agency Information, Page 2**

Item (1) Self-explanatory (This may be brief or you may attach a summary).

Item (2) Summarize the structure and expected level of service to be provided. Also include any procedures or special requirements unique to your organization for the purchase of respite services, as an example, under this contract.

Item (3) State the selected type of service to be provided and the units of service as described in the Request for Proposal.

Example:

|  |  |
| --- | --- |
| SERVICE | NUMBER OF  UNITS ESTIMATED TO BE PROVIDED\* |
| Nutrition Education - ICAAA contract Nutritionist Consultant will deliver quarterly Nutrition Education Sessions at various Senior Congregate Nutrition Sites in English and Spanish. The sessions will serve up to ### seniors per year or ### quarterly. **(Unit=1 Session)** | ### Sessions |
| Nutrition Education – ICAAA contract Nutritionist Consultant will, a minimum of ### times during the program year, develop and provide informational inserts in English and Spanish, to be delivered with meals, and addressing nutrition education issues for seniors. The nutrition education will provide ### sessions per year and serve up to ### seniors countywide per year for C1 and C2 combined. **(Unit=1 Session)** | ### Sessions |
| Provider will participate in a minimum of ### Community Education Activities, # in conjunction with the ICAAA Information and Assistance InfoVan. (Unit=1 Activity) | ### Activities |

Also include a description of the services being purchased.

Example:

1. To deliver quarterly Nutrition Education Sessions at various Senior Congregate Nutrition Sites in English and Spanish. The sessions will serve up to ### seniors per year or ### quarterly. Provider will provide service on a monthly average of ### hours for a total of ### hours annually for C1 and C2 combined (Unit=1 session per participant)
2. Nutrition Education – ICAAA contract Nutritionist Consultant will, a minimum of ### times during the program year, develop and provide informational inserts in English and Spanish, to be delivered with meals, and addressing nutrition education issues for seniors. The nutrition education will provide ### sessions per year and serve up to ### seniors countywide per year for C1 and C2 combined. (Unit=1 Session)
3. To participate in a minimum of ### Community Education Activities, 2 in conjunction with the ICAAA Information and Assistance InfoVan. (Unit=1 Activity)

**Part A. Instructions for completion-continued**

(4) Self-explanatory.

(5) Consumer Information:

Submit a close estimate for each category.

1. Self-explanatory.
2. Project Work Plan:

This is an estimate based on your current waiting list(s). This enables our program to give clients an estimated wait time.

Part B - Administrative Information

(1) through (9) are self-explanatory.

Form CCC-307 and CDA 1024: Complete, including signature of authorized person.

MAIL OR DELIVER COMPLETED APPLICATION AND ATTACHMENTS TO **(Deadline is Friday, March 8, 2024, by 2:00 p.m.)**

Imperial County Purchasing Department

Attn.: Rhoda Hoffman

RFP 1013-24 Nutrition Education Services Program

1125 Main Street

El Centro, CA 92243

442-265-1866

**APPLICATION**

|  |  |
| --- | --- |
| (1)  Project Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Include program and funding source) | |
| Project Period  (2) Starting Ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Month Date Year Month Date Year | |
| (3) Proposed Budget for Project Period (include additional page if necessary)  Service to be Provided\_\_\_\_\_\_\_\_\_\_\_\_\_ Cost/Unit\_\_\_\_\_\_\_\_\_\_\_  Service to be Provided\_\_\_\_\_\_\_\_\_\_\_\_\_ Cost/Unit\_\_\_\_\_\_\_\_\_\_\_  Service to be Provided\_\_\_\_\_\_\_\_\_\_\_\_\_ Cost/Unit\_\_\_\_\_\_\_\_\_\_\_ | |
| (4) Type of Agency  Please indicate if: Please include for all agencies  Private Non-Profit (\_\_\_)  Public Agency (\_\_\_) Tax Payer I.D. # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| (5) Submitting Agency/Organization  Name:  Address:  Phone:  Contact Person:  Title: | (6) Facility to Perform Service  Name:  Address:  Phone:  Contact Person:  Title: |
| (7) Authorization to Submit Proposal    Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Typed) (Authorized Signature)  Title: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

PART A - PROJECT PATTERN

(1) Agency History/Expertise: (Briefly summarize your agency's history, knowledge, and experience to perform the contracted services. Be sure to address your agency's ability to respond to the services stated in the Request for Proposal.)

(2) Project Service Description: (Briefly summarize the structure and expected level of services to be provided. Please include any special procedures unique to your organization in order to provide the contracted services. Please be specific.)

(3) Service Information

|  |  |
| --- | --- |
| Service | Number of  Units to  Be Provided |
| 1. Program Name: |  |
| 2. Program Name: |  |
| 3. Program Name: |  |

Describe all services to be included in each of the services being proposed above. You may attach a separate piece of paper if needed.

1.

2.

3.

(4) Based on each service to be provided, briefly explain when and how space will be made available for contracted days, also indicate where that service will be performed.

1.

2.

3.

(5) (a) Consumer Information

Agency must agree to participate in a client evaluation process. Describe briefly how participant's service evaluation will be collected.

(5) (b) Describe any additional services your organization might utilize to provide optimum client services. This could include but not limited to, transportation, specialized staffing, and/or therapy, during project period.

(5) (c) The policy of the ICAAA is to encourage, to the extent possible, reasonable and/or adequate plans which would include continuing a program if practical. Would your facility be willing to continue providing Senior Health Services on a private pay basis to the public?

|  |  |
| --- | --- |
| Yes | No |

(6) Hours of Operations. Please state all times

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Sun. | Mon. | Tues. | Wed. | Thurs. | Fri. | Sat. |
| Time FROM:  TO: |  |  |  |  |  |  |  |

If hours of admission and discharge differ from hours of operations as listed above, please outline the hours of admission and discharge for respite clients.

(7) Project Work Plan: In the space provided, please indicate the **estimated** number of units/meals/days/hours which may be available for Senior Health Services by quarters. This will allow our agency to plan ahead with prospective clients.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Project Scope  (Key Activities) | Quarter  Ending  Sept. 30 | Quarter  Ending  Dec. 31 | Quarter  Ending  Mar. 31 | Quarter  Ending  June 30 |
|  |  |  |  |  |

PART B ADMINISTRATION:

(1) Board of Directors: Enter the names of Board members and indicate with an (X) areas of representation for each member. More than one column can be checked for each member.

|  |  |  |
| --- | --- | --- |
| Name and City of Residence  (Specify Officers) | Private Agency Rep. | Public Agency  Rep. |
|  |  |  |
| Totals |  |  |

(2) Staffing: List appropriate personnel **and credentials if applicable.**  Identify bilingual positions/persons.

|  |  |  |  |
| --- | --- | --- | --- |
| Project Position | Source of Support | |  |
| Paid | Volunteer | Language/Bilingual |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

(3) Organization: **Please** attach an organizational chart (drawing), showing all the relationship of facility to other components or other elements of your organizations. If it is extremely complex (i.e., Board of Directors to other projects), or you wish to comment on your organization structure submit a narrative.

(4) Project Sites/Buildings: (List all the sites which may be used by the applicant to provide Senior Health Services providing the following information for each site.)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name and Address | Site hours | Will this space be used by other programs? | | How will space be committed to project? (May it be reserved or by vacancy only) If reserved, how many days in advance can space be reserved? |
| Yes | No |
|  |  |  | |  |

(5) Americans with Disabilities Act

(a) Is your project site handicapped accessible?

|  |  |
| --- | --- |
| Yes | No |

(b) Has your agency incorporated accessibility symbols into brochures, advertisements or other materials describing your agency's services?

|  |  |
| --- | --- |
| Yes | No |

If yes, attach copies of said materials.

If no, has your agency taken any other steps to increase awareness regarding the accommodations your agency has made for your disabled clients?

(6) Is your proposed project a component in a larger network of service?

|  |  |
| --- | --- |
| Yes | No |

If “YES”, explain:

(7) Public Relations:

(a) Do you plan to publicize the service proposed? Yes\_\_\_\_\_\_\_\_ No\_\_\_\_\_\_\_

(b) State the person(s) in your organization responsible for the project's public relations?

(8) Training: Briefly describe staff training plans for this project by quarter. Include positions, time allocated and source of funds, i.e., project funds and title, match (cash or in-kind), non-match (cash or in-kind), etc.

(9)(a) Fiscal Management: (Briefly describe the fiscal management procedures to be used.) Please state all authorized personnel who will be involved in the billing process. If an outside agency will perform this task, identify the outside service provider and explain their tasks

(9)(b) Indicate yes or no (X) for each of the following: YES NO

1. The agency uses functional budgeting and accounting

procedures that are consistent with the standards set

up by the funding source.

2. The agency maintains a satisfactory set of financial

records which are reviewed annually by an independent

examiner.

3. There is adequate insurance coverage, including workers’

compensation insurance, insurance for fire and water

damage, public liability insurance on motor vehicles, and,

when appropriate, provision for health and accident

insurance for service users.

4. Agency personnel who handle funds are bonded.

5. All necessary licenses and permits are current and valid?

(9) (c) Explain any items marked "No".

10. Data Reporting:

a) Agency must agree to comply with data reporting requirements, to report all required data elements and units of service per the California Aging Reporting System (CARS) File Specifications, which include client demographic fields for registered clients and service category units provided, using the SAMS/WellSky system for reporting. (Reporting requirements include unduplicated client counts by characteristic and service units. For FCSP, ADL/IADL information is required for Care Receivers served in "Caregiver Caring for Elderly" component only.)

b) All registered services must include an assessment for client eligibility, collecting nutritional risk assessment and ADL’s/IADL’s.

c) All activities that support the program must also be reported as part of program cost and included in the budget.

d) Please reference CDA Service Categories and Data Dictionary Revised July 2023 that can be found in the California Department of Aging website: <https://www.aging.ca.gov/download.ashx?lE0rcNUV0zYVluwocgk52g%3D%3D>

**CCC-307**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|  |  |  |
| --- | --- | --- |
| *Contractor/Bidder Firm Name (Printed)* | | *Federal ID Number* |
| *By (Authorized Signature)* | | |
| *Printed Name and Title of Person Signing* | | |
| *Date Executed* | *Executed in the County of* | |

# **CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a drug-free workplace;

3) Any available counseling, rehabilitation and employee assistance programs; and,

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) Receive a copy of the company's drug-free workplace policy statement; and,

2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future County or State agreements if the County and the department determines that any of the following has occurred: the Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor’s compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to beaware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under theState laws, the Contractor shallnot be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CCC-307.doc

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Description automatically generated**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:**

STATE OF CALIFORNIA

CALIFORNIA DEPARTMENT OF AGING

**INFORMATION INTEGRITY AND SECURITY STATEMENT**

CDA 1024 (REV 03/2020)

**ACKNOWLEDGE:**

* + Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
  + Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

**MEET THE FOLLOWING REQUIREMENTS:**

* + PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
  + PSCI data be protected by authorized access using the principles of least privilege.
  + Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
  + All access codes which allow access to confidential information will be properly safeguarded.
  + Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
  + All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [<https://aging.ca.gov/Information_security/>](https://aging.ca.gov/Information_security/) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
  + All employees/subcontractors of the Contractor/Vendor must comply with CDA’s confidentiality and data security requirements as outlined in the Contract/Agreement.
  + All employees/subcontractors of the Contract/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

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Description automatically generatedSTATE OF CALIFORNIA

CALIFORNIA DEPARTMENT OF AGING

**INFORMATION INTEGRITY AND SECURITY STATEMENT**

CDA 1024 (REV 03/2020)

**CERTIFY:**

To protect PSCI information by:

* + Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
  + Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
  + Securing PSCI information in approved locations.
  + Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

* Is in full compliance with the 128 Encryption requirements.
* Is not in compliance with the 128 Encryption requirements and will achieve compliance by \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

**Contractor/Vendor Printed Name and Title**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor/Vendor Signature Date**

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**CDA Program Project Contract Number**