

ARTICLE I. DEFINITIONS

A. **DEFINITIONS SPECIFIC TO TITLE III-C PROGRAMS**

1. **AAA and County** mean the Stanislaus County Area Agency on Aging and Stanislaus County interchangeably.
2. **Agreement or Contract** shall mean the Standard Agreement including exhibits A, B, C, D, and E, and an approved Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
3. **Contractor** means the Service Provider to which funds are awarded under this Agreement and which is accountable to the AAA, State and / or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
4. **Contractor's proposal**, including its modifications as agreed to by Contractor and the AAA, shall be part of this Agreement.
5. The **text** of the request for proposal and/or grant renewal application, including general program requirements and specific program requirements, as contained in the descriptive Scope of Work, shall be part of this Agreement.
6. The Contractor shall comply with all applicable written communication and other guidance issued by the AAA. In the event of conflict between the written communication and/or other AAA guidance and the provisions in this Agreement, the provisions in this contract shall prevail.
7. **CFR** means Code of Federal Regulations. **CCR** means California Code of Regulations. **GC** means Government Code. **W & I** means Welfare and Institutions Code. **USC** means United States Code. **PCC** means the Public Contract Code.
8. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); California Code of Regulations (CCR), Title 22, Division 1.8, California Department of Aging, California Department of Aging (CDA) Title III-C Menu Planning Guidance, the local Area Agency on Aging (AAA) Senior Meals requirements and subsequent CDA Program Memoranda(PM).
9. **Congregate Meal:** A meal provided to an eligible individual in a congregate group setting, that meets all of the requirements of the Older Americans Act (OAA) and State/Local laws, assures a minimum one-third of the current Dietary Reference Intake (DRI), and shall comply with Dietary Guidelines for Americans.

ARTICLE I. DEFINITIONS (Continued)

10. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, ~~health promotion programs~~, nutrition risk screening, and opportunities for socialization. To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria:
- Be open to the public [45 CFR 1321.53(b)(3)].
 - No means test required [OAA 315(b)(3)]
 - 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].
 - Not receive funds from another source for the cost of the same meal, equipment, or services [7CFR 51928].
11. **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 PSA compared to the total number of meals served in the State in the preceding year.
12. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income is:
- a. Voluntary contributions received from a participant or responsible party as a result of services.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from sale of items fabricated under a contract agreement.
13. **One-Time-Only** means federal funds reported as unspent in the Financial Closeout Report, recovered through the Audit Resolution process, and/or made available from other sources.
14. **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.

ARTICLE I. DEFINITIONS (Continued)

15. **Eligible Service Population** for Title III means any person 60 years of age or older, or the spouse of that person, is eligible to receive services under this Agreement. Although the program is especially designed to serve persons with the greatest economic or social need with particular attention to low income minority individuals and older individuals residing in rural areas, as established by the California Department of Aging, no means test shall be used to disqualify a person from receiving services.

16. **Program Overview: Congregate Meals (C-1).** Defined as; the procurement, preparation, transportation, and other provisions needed for meal service, and the nutrition education of eligible older persons at designated congregate dining sites. This includes the management and administration of those sites and the meal service operations. The C-1 program offers a fresh, hot lunch meal a minimum of three days a week (weekdays, Monday through Friday, except for pre-disclosed Holidays). The days may vary according to the various congregate sites' availability, but a hot meal shall be available somewhere in the County, Monday through Friday, at one or more congregate sites. The current 13 Congregate Sites are located throughout the County, including sites in Riverbank, Oakdale, Hughson, Waterford, Turlock, Patterson, Newman, Grayson, and 5 Modesto Sites (downtown and south Modesto). Contractor shall continue service at existing sites. At minimum, the same current number of sites must be available in the same service areas. Menu analysis and quarterly Nutrition Education presentations are planned and provided by a Registered Dietitian with the Area Agency on Aging.

17. **Voluntary Contributions.** Each person receiving services will be given free and voluntary opportunity to donate towards the cost of the service. The suggested donation per meal is \$3.00. The privacy of each older person with respect to the donation will be protected. All donations will be safeguarded and an accounting will be kept for all contributions received. All contributions will be used for program expenses. No person will be denied services due to inability or unwillingness to contribute.

18. **Data Collection and Data Entry:**
Each participant must complete an initial registration or Intake form with basic demographic information and the "Determine" nutrition screen. This must be entered into a shared web based database and updated annually. Participants must also sign in to verify they received a meal each day.

ARTICLE II. SCOPE OF WORK

- A. The Contractor shall perform the following for the C-1 Congregate Nutrition Program:
1. In consideration of the timely performance of the Contractor in a manner consistent with the law and this Agreement, including reporting requirements, the AAA shall pay the Contractor the total amount not to exceed Two Hundred Ninety Two and Twenty Dollars (\$292,020) for the Congregate Meals Program (C-1) in consideration for satisfactory performance as determined by the AAA. Contractor agrees to provide a cash/in-kind matching share in the amount of Thirty Five Thousand and Forty Two Dollars (\$35,042). The AAA estimates that the average number of monthly meals served by the Contractor shall not exceed 4,867 per month. The per meal reimbursement rate will be Five Dollars (\$5) per meal. The AAA will reimburse the Contractor an amount not to exceed Twenty-Four Thousand Three Hundred Thirty-Five Dollars (\$24,335). The AAA shall pay the Contractor monthly after receiving and approving Contractor's monthly cash flow report and request for funds.
 2. Implement the statutory provisions of the Title III Programs (OAA, Section 306) in accordance with State and federal laws and regulations. Contractor shall make every effort to meet the goals and objectives stipulated in the Scope of Work, AAA 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, the County AAA.
 3. Establish and maintain an organization that shall have the ultimate accountability for funds received from the AAA and for the effective and efficient implementation of the activities as described in the Scope of Work and all pertinent State and federal laws and regulations including data reporting requirements.
 4. Meet the requirements under the OAA, Section 301(a) (1) 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.
 5. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
 6. Submit budgets and expenditures and any subsequent amendments and revisions to budgets to AAA as requested, within time period set by AAA.

ARTICLE II. SCOPE OF WORK (Continued)

7. Respond as requested by AAA to any monitoring findings and document plan of correction within time period set by AAA.
8. Submit in writing any requests for direction, guidance, and interpretation of instructions, including client and service data reporting requirements.
9. Contractor must maintain up-to-date program Policy and Procedure Manual so that all responsible persons have ready access to standards, policies, and procedures. The program policy and procedure manual must be reviewed and approved by the AAA annually.
10. Provide program information and assistance to the public. Program brochures must be available in both English and Spanish. A minimum of 250 English and Spanish program brochures must be provided to the AAA semi-annually.
11. Maintain a program data collection and reporting system as specified. Collect and submit monthly and annual fiscal and NAPIS data as requested by the AAA.

B. Provision of Services

1. Alternative communication services.
 - a. Contractor shall take reasonable steps to ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services under this Agreement. (22 CCR 98211)
 - b. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.

ARTICLE II. SCOPE OF WORK (Continued)

- c. Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (22 CCR 98211)
 - d. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate. (22 CCR98324)
 - e. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (22 CCR98370)
2. Compliance Monitoring
- a. The AAA shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of, culturally and linguistically appropriate services provided by the Contractor. (22 CCR 98310)
 - b. The Contractor shall respond as requested by the AAA, in writing, to any monitor or routine evaluation findings; documenting a plan of correction within the time period set by the AAA.
 - c. Contractor shall permit timely access to all records of compliance. Failure to provide access to such records may result in appropriate sanctions. (22 CCR 98314)
3. Notice to Eligible Beneficiaries of Contracted Services
- a. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (22 CCR 98325)
 - b. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the AAA procedure for filing a complaint and other information regarding the provisions of Government Code section 11135 et seq. (22 CCR 98326)
 - c. Contractor shall notify the AAA immediately of a complaint alleging discrimination based upon a violation of State or federal law. (22 CCR 98211, 98310, 98340)

ARTICLE II. SCOPE OF WORK (Continued)

C. Units of Service



1. Congregate Meals (C-1)
 - a. Unit of Service: 58,404 meals / contract period.

Goals: One meal per day, minimum, three days per week.
The meals must comply with:

- 1) All Federal and State “Program Requirements” for OAA Title III-C Congregate meals, CCR Title 22 (Division 1.8 Chapter 4 and Article 6 Title III C Elderly Nutrition Program) and California Department of Aging (CDA) Title III-C Menu Planning guidance.
- 2) Local AAA (PSA 30) Senior Meals Program Requirements, meeting specific nutrient and quality standards.
- 3) The California Retail Food Code and Local Environmental Health Department Regulations.

California Department of Aging Laws/Regulations/Policies Links

http://www.aging.ca.gov/ProgramsProviders/AAA/Laws_Regulations_Policies/

- [California Welfare and Institutions Code](#)
- [California Code of Regulations](#)
 - [Title 22, Division 1.8, California Department of Aging](#)
- [California Retail Food Code](#) 
- [California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming structures & Equipment](#) 
- [Older Californians Act](#)
- [Older Americans Act, as Amended 2006 \(Unofficial Compilation\)](#)
- [Code of Federal Regulations](#)
- [United States Code \(USC\), Title 42, Chapter 35 - Programs for Older Americans](#)