THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Aging & Veterans Services **BOARD AGENDA #** *B-11

Urgent ☐ **Routine** ☒ **AGENDA DATE** June 24, 2014

CEO Concurs with Recommendation YES ☒ **NO** ☐ **4/5 Vote Required YES** ☐ **NO** ☒
(Information Attached)

SUBJECT:

Approval of the 2014 - 2015 Provider Agreements for Congregate Meals, Home-Delivered Meals, and Senior Community Service Employment Services funded by Federal Older Americans Act Funding

STAFF RECOMMENDATIONS:

1. Approve the 2014 - 2015 Provider Agreements for Senior Programs funded by Federal Older Americans Act (OAA) funding.

2. Authorize the Director of the Department of Aging and Veterans Services to sign agreements and any subsequent amendments for Older Americans Act Programs for Fiscal Year 2014 - 2015 as follows:
   a. Howard Training Center, to provide Congregate Meals, Home-Delivered Meals and Nutrition Education;
   b. SER-Jobs for Progress, San Joaquin Valley, to provide Senior Employment Services.

FISCAL IMPACT:

The total funding available by the Federal Older Americans Act Programs to provide these services for Fiscal Year 2014 - 2015 is $1,028,122. The minimum required match for each of these programs will be met by the contracting providers under these agreements. The Area Agency on Aging (AAA) will include the funding for these agreements in the Fiscal Year 2014 - 2015 Final Budget submission. There is no impact to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2014-331

On motion of Supervisor O'Brien, **Seconded by Supervisor** Chiesa
and approved by the following vote,
Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None
1)____ **Approved as recommended**
2)____ **Denied**
3)_X_ **Approved as amended**
4)____ **Other:**

MOTION: Approved the 2014-2015 provider agreements with Howard Training Center for congregate meals, home-delivered meals, and nutrition education funded by Federal Older Americans Act Funding; authorized the Director of the Department of Aging and Veterans Services to sign these agreements and any subsequent amendments with Howard Training Center; and, **amended** the item to continue to a future Board meeting the consideration of a provider agreement with SER-Jobs for Progress, San Joaquin Valley, for the provision of senior employment services

Christine Ferraro Tallman

ATTEST: **CHRISTINE FERRARO TALLMAN, Clerk**

File No.

DISCUSSION:

The Area Agency on Aging (AAA) contracts with the California Department of Aging (CDA) to provide Older Americans Act Programs for senior citizens in Stanislaus County either directly or through grant agreements with local service providers. The Area Agency on Aging is recognized by the Federal Administration on Aging as the local agency for advocacy, planning, and program development on behalf of older persons in Stanislaus County. In Stanislaus County there are 88,945 seniors, with over 6,000 receiving services through AAA annually.

For the programs that are contracted out, the Area Agency on Aging is required to provide administrative guidance and oversight, technical assistance, and in accordance with CDA's agreement, the AAA shall monitor service providers annually to ensure compliance with all laws and regulations. Outcomes for all services are reported to CDA quarterly. Before submitting this quarterly report to CDA, the AAA must verify all data for accuracy and completeness, and ensure that it meets California Aging Reporting Systems (CARS) specifications, National Aging Program Information System (NAPIS), and State Program Report (SPR) requirements. Area Agency Aging staff provides the following OAA direct services for seniors: Information and Assistance; Outreach; Program Development; Coordination; Family Caregiver Support Program; and Health Insurance Counseling Advocacy Program (HICAP).

The AAA is required by law to issue, at a minimum of every four years, a Request for Proposals (RFP) to select service providers for programs that will receive more than $100,000 from the Older Americans Act. As stipulated in the RFP process, the AAA may negotiate and renew contracts annually with the providers selected through the RFP process for three additional one-year periods. The last RFP for the Senior Meals Programs was conducted in 2013, therefore the AAA is recommending renewing existing contracts with Howard Training Center (HTC) for Fiscal Year 20014-2014 for the Congregate Meals, and Home-Delivered Meals Programs.

Older Americans Act Aging Program

Federal Title III C

Service Provider	Services	Contracted Units	Funding
HTC - Howard Training Center	Congregate Meals (C 1)	58,404 Meals	$292,020
	Home-Delivered Meals (C2)	135,600 Meals	$610,200
	Nutrition Education	3,000 Sessions	

In December 2013, the management of the United Cerebral Palsy of Stanislaus County, the current Provider for the Senior Community Service Employment Program (SCSEP), notified the Area Agency on Aging staff that they intended to terminate their contract with the AAA to provide the senior employment program, effective June 30, 2014. In order to select a new service provider for the SCSEP, the AAA, with assistance from the General Services Agency, started a Request For Proposals (RFP). The RFP was issued on March 16, 2014, a pre-proposal meeting was held on April 2, 2014, and proposals were accepted on April 30, 2014. A panel consisting of members of the Stanislaus County Commission on Aging, AAA staff, and GSA staff reviewed the proposals. On May 20, 2014, a letter was sent to SER-Jobs for Progress, San Joaquin Valley, as the successful bidder for the SCSEP, pending approval of the contract by the Board of Supervisors. Commencing in Fiscal Year 2014-2015 and upon approval by the Board of Supervisors, SER-Jobs for Progress will assume the responsibilities of the SCSEP for Stanislaus County.

Older Americans Act Aging Program

Federal Title V

Service Provider	Services	Contracted Units	Funding
SER-Jobs For Progress, San Joaquin Valley	Senior Employment Services	15 Participants	$ 125,902

The AAA staff recommends the Board approve the award of agreements for the programs' services as noted above. Copies of the recommended contracts are available from the Clerk of the Board of Supervisors.

POLICY ISSUES:

Approval of this item will enable the Area Agency on Aging to continue to provide services to seniors in Stanislaus County, consistent with the Board's priority of A Healthy Community.

STAFFING IMPACT:

There is no additional staffing impact associated with this request as existing staff will administer the contracts.

CONTACT PERSON:

Margie Palomino, Director. Telephone: (209) 525-4601

COUNTY OF STANISLAUS
STANDARD AGREEMENT

"Congregate (C-1) Meal Program"

1. This Agreement is entered into between the County of Stanislaus and the following named Contractor *(If other than an individual, state whether a corporation, partnership, etc.)*:
   ARC of Stanislaus County, DBA Howard Training Center, a California corporation
2. The term of this Agreement is:
   July 1, 2014 to June 30, 2015, subject to early termination per Article XII, A of Exhibit D.
3. The maximum amount of payment based on _XX_ lump sum, or ___ time and materials is:
   Not to exceed $ 292,020.00 Payable monthly
4. The parties agree to comply with the terms and conditions of the following exhibits which, by this reference, are made a part of the Agreement:

   (a) Exhibit A -- Standard Agreement for Independent Contractor Services
   (b) Exhibit B -- Scope of Work
   (c) Exhibit C – Budget Detail, Payment Provisions, and Closeout
   (d) Exhibit D – Special Terms and Conditions
   (e) Exhibit E – Additional Provisions
   (f) Other (e.g. Contractor's Proposal) N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on July 1, 2014
(Date)

CONTRACTOR

Contractor's Name Howard Training Center

By *(Authorized Signature)*

Printed Name and Title of Person Signing
Wayne Brown, Director

Mailing Address
1424 Stonum Rd, Modesto, CA

COUNTY OF STANISLAUS

Department Name
Aging and Veterans Services

By *(Authorized Signature)*

Printed Name and Title of Person Signing
Margie Palomino, Director

Mailing Address
121 Downey Avenue, Suite 102
Modesto, California 95354

Approved for Content:

Margie Palomino, Director

Approved ~~for~~ as to Form:

Deirdre McGrath

Deirdre McGrath, Deputy County Counsel

EXHIBIT "A"
AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (the Agreement) is made and entered into by and between the County of Stanislaus for the benefit of its Area Agency on Aging ("County" or "AAA" referred to interchangeably) and ARC of Stanislaus County, DBA Howard Training Center, a California corporation ("Contractor") on July 1, 2014.

Recitals

WHEREAS, the County for the benefit of the AAA has a need for services involving Title III C-1, a Congregate Meals Program and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit B**, **Article II,** attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, set forth in **Exhibits B-E**.

2.Consideration

2.1 County shall pay Contractor as set forth in **Exhibit B**, **Article II**.

2.2 Except as expressly provided in **Exhibit B, Article II** of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services, as set forth in **Exhibit D, Article XII**, unless sooner terminated as provided below or unless some other method or time of termination is listed in **Exhibit D**, **Article XII**.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 90 days prior written notice to the Contractor or as specified in **Exhibit D, Article XII**. Termination of this Agreement

shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in **Exhibit B, Article II** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in **Exhibit B, Article II** to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars ($1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars ($1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation

insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that

coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its

agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of

Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement, or for the necessary period described in **Exhibit D, Articles VI and X**. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Aging and Veterans Services
Attention: Margie Palomino, Director
121 Downey Avenue, Suite 102
Modesto, California 95354

To Contractor: ARC of Stanislaus County, DBA Howard Training Center
Attention: Wayne Brown
1424 Stonum Rd
Modesto, CA 95351

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining

provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement and its incorporated Exhibits supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

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); Title 22, California Code of Regulations (CCR), Section 7000 et seq., California Department of Aging (CDA) Title III-C Menu Planning Guidance, Area Agency on Aging (AAA) Senior Meals Policy and Department Program Memoranda.

9. **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. Each meal shall provide one-

ARTICLE I. DEFINITIONS (Continued)

third (1/3) of the Dietary Reference Intakes (DRIs) and comply with the current Dietary Guidelines for Americans, 2010. 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].

10. **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.

11. **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.

12. **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.

13. **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.

14. **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

ARTICLE I. DEFINITIONS (Continued)

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.

15. **Program Overview: Congregate Meals (C-1).** Defined as; the procurement, preparation, transportation, and other provisions needed for meal service and nutrition education to 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 four days a week (during weekdays, Monday through Friday, except for pre-disclosed Holidays). The days may vary according to the various congregate sites' schedules, but a hot meal is available somewhere in the County, Monday through Friday, at one or more congregate sites. The 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 if possible. At minimum, the same current number of sites must be available in the same service areas. Menu analysis and Nutrition Educations are planned and pre-approved by a Registered Dietitian with the Area Agency on Aging.

16. **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 if a donation is not made.

17. **Advertising**. Contractor shall include the phrase "Funded by the Stanislaus County Area Agency on Aging" on any flyers, posters, or printed matter advertising services funded through Title III of the Older Americans Act.

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 Thousand 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, 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.

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.

ARTICLE II. SCOPE OF WORK (Continued)

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.

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)

ARTICLE II. SCOPE OF WORK (Continued)

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)

C. Units of Service

1. Congregate Meals Program (C-1)

a. Unit of Service: 58,404 meals / contract period.

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

1) All Federal, State and local "Program Requirements" for Title III-C Congregate meals

ARTICLE II. SCOPE OF WORK (Continued)

2) State and Federal mandates for the program (Title 22 Division 1.8 Chapter 4 and Article 6 Title III C - Elderly Nutrition Program) currently 1/3 of the Dietary Reference Intake (DRI).

3) The California Food Code and Local Environmental Health Department Regulations.

EXHIBIT C –TITLE III-C-1- Budget Detail, Payment Provisions, and Closeout 2014-2015

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. The Area Agency on Aging (AAA) reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the AAA to be: out of compliance with this Agreement, 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.

B. Accountability for Funds

1. The Contractor 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 Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's [2 CFR, Part 200], Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):

   a. Financial Reporting.
   b. Accounting Records.
   c. Internal Control.
   d. Budgetary Control.
   e. Allowable Costs.
   f. Source Documentation.
   g. Cash Management

C. Unexpended Funds

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

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of appropriation of funds, for the

ARTICLE I. FUNDS (Continued)

mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This 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 the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

2. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of a Budget. No legal liability on the part of the AAA for any payment may arise under this contract until funds are made available, the budget is received and approved by the AAA, and the Contractor has received an executed contract.

4. Funding Reduction(s)

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

- Terminate the Contract pursuant to **Exhibit D, Article XII, A**.
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.

b. In the event that the AAA elects to offer an amendment, it shall be mutually understood by both parties that (1) the AAA reserves the right to determine which services, if any, under this program shall be reduced and (2) some programs may be reduced by a greater amount than others, and (3) that the AAA shall determine at its sole discretion the amount that the contract shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest amounts earned on advances of federal funds up to $500 per year for Local Government Agencies and non-profit organizations for administrative expenses. Interest earned above the

ARTICLE I. FUNDS (Continued)

stated limit shall be remitted at least quarterly to the Department's Accounting Section. [2 CFR Part 200.305(8)(ii)]

2. Interest earned on advances of Federal and non-Federal funds shall be identified as non-match cash.

3. Contractor may retain interest on non-Federal funds if it reasonably demonstrates that such interest was earned on non-Federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the AAA's Accounting Sections.

4. The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts, unless (a), (b), or (c) apply. [2 CFR 200.305(8)]

   a. The non-Federal entity receives less than $120,000 in Federal awards per year. [2 CFR 200.304(8)(i)]

   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. [2 CFR 200.305(8)(ii)]

   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. [2 CFR 200.305(8)(iii)]

F. Program Income

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. Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

4. If Program Income is earned in excess of the amount reported in the Budget, the excess amount may be deferred for use in the first quarter of the following contract period. If Program Income is deferred for use it

ARTICLE I. FUNDS (Continued)

must be used by the last day of the Federal fiscal year and reported when used.

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

6. Program Income must be used to expand services.

G. 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 it was 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 Title 22 CCR Section 7532 or through a non-competitive award pursuant to Title 22 CCR Section 7360.

3. Title III Federal Program One-Time-Only funds shall be used for the following purposes:

   a. The purchase of equipment that enhances the delivery of services to the eligible service population must be an allowable cost of the program.

   b. Home and community-based projects that are approved in advance by the Department, 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 the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45CFR 1321.53(a) & (b).]

   d. Baseline services. 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 current contract period. Expenditures for baseline services do not require advance Department approval.

4. Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

Matching Contributions mean local cash and / or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract 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 Contractor or subcontractor.

3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.

ARTICLE II. BUDGET AND BUDGET REVISION

A. The Contractor shall be compensated for expenses only as itemized in the approved Budget and shall not be entitled to payment for these expenses until the Budget is reviewed and approved by the AAA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

B. The Contractor shall electronically submit the original Budget.

C. The Contractor shall electronically submit a budget revision 30 days after receiving an amended Budget with changes in funding levels, unless otherwise instructed by the AAA.

D. Matching Requirements

1. The required program matching contributions for Title III C is 10 percent.

2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

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

E. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. Contractors 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.

3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

A. The Contractor shall prepare and submit by the15th of each month to the AAA, in electronic format, an Expenditure and Request for Funds Data file, unless otherwise specified by the AAA.

B. The AAA shall review requests for payment to ensure compliance with the approved Budget.

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

ARTICLE IV. CLOSEOUT

A. No later than forty-five (45) days after the ending date of this Agreement, Contractor shall provide the AAA with a Closeout Report of funds which have remained unexpended at the ending date of the grant. Upon termination or expiration of this Agreement, upon written demand, Contractor shall immediately return to AAA any unencumbered funds received under this Agreement.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the Closeout Report.

ARTICLE I. RESOLUTIONS OF LANGUAGE CONFLICTS

A. Resolution of Language Conflicts

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 Older Americans Act Amendments of 2006 (OAA as amended);
2. Other applicable Federal statutes and their implementing regulations;
3. Older Californians Act;
4. Title 22 CCR § 7000 et. seq.;
5. This Standard Agreement with Exhibits (A-E), and any amendments thereto; (to the extent that there is conflict between Exhibit A and Exhibits B-E, the more restrictive language will prevail)
6. Any other documents incorporated herein by reference;
7. Program memos and other guidance issued by the Department.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement 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 Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC1005) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

   Contractor shall ensure compliance et seq. with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d; 45 C.F.R. Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

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

   Contractor shall, unless exempted, ensure compliance with the

ARTICLE II. ASSURANCES (Continued)

requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, 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) (Chapter 182, Stats.2006)

3. 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. Sections 12101 et seq.).

C. Standards of Work

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

D. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

E. Covenant Against Contingent Fees

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

ARTICLE II. ASSURANCES (Continued)

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

F. Payroll Taxes and Deductions

The Contractor 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.

G. Contracts in Excess of $100,000

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

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

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

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

H. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it:

   a. Is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

ARTICLE II. ASSURANCES (Continued)

c. Is 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 (1)(b) of this certification; and

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

e. Contractor shall report immediately to the AAA in writing any incidents of alleged fraud and/or abuse by Contractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the AAA.

I. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.

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

J. Corporate Status

1. The Contractor shall be a public or private nonprofit entity. If a private nonprofit corporation, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

2. In the event that use of a subcontractor is authorized for any portion of the project, Contractor shall, nevertheless, retain the prime responsibility for performance of the work and for assurance of the availability and retention of records in accordance with Exhibit D, Article VI. A. Specifications for any subcontract shall be submitted in writing to the AAA for approval fifteen (15) days prior to award. Any and all subcontracting shall be done in accordance with management and procurement procedures established by the AAA.

3. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE II. ASSURANCES (Continued)

4. Failure to maintain good standing by the contracting corporation shall result in suspension or termination of this Agreement with the AAA until satisfactory status is restored.

K. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of 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.

2. If any funds other than federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the Stanislaus County Area Agency on Aging, 121 Downey Avenue, Suite 102, Modesto, California, 95354.

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. VENDOR AGREEMENTS

A. The Contractor shall indemnify, defend, and save harmless the County, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the vendor in the performance of this Agreement.

B. The Contractor shall maintain adequate staff to meet this Agreement. This staff shall be available to the AAA and the State for training and meetings which the AAA and the State may find necessary from time to time.

ARTICLE VI. RECORDS

A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, insurance documentation in accordance with this Article, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the AAA and shall make all records pertaining to this Agreement available for inspection and audit by the AAA or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor: (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the California Department of Aging (CDA) and AAA's Audit Branches, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the AAA and CDA deems necessary.

B. If this 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. The Contractor shall ensure that any resource directories and all client records remain the property of the AAA upon termination of this Agreement, and are returned to the AAA or transferred to another Contractor as instructed by the AAA.

C. 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 AAA and CDA, and so stated in writing to the Contractor.

D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the AAA under this Agreement. If the allowability of expenditures cannot be determined because

ARTICLE VI. RECORDS (continued)

records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the AAA and/or CDA during the audit resolution process.

E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

B. Property meeting all of the following criteria are subject to the capitalization requirements. Such property must:

1. Have a normal useful life of at least 1 year;

2. Have a unit acquisition cost of at least $5000 (e.g., four identical assets which cost $3000 each, for a $12,000 total would not meet this capitalization requirement); and

3. Be used to conduct business under this Agreement.

As used in this Agreement, the term "equipment" shall refer only to capitalized property.

C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.

D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

E. Intangibles are property which lack physical substance but give valuable rights

ARTICLE VII. PROPERTY (Continued)

to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (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.

F. The Contractor shall record the following information when property is acquired:

1. Date acquired;

2. Property description (include model number);

3. Property identification number (serial number);

4. Cost or other basis of valuation;

5. Fund source; and

6. Rate of depreciation (or depreciation schedule), if applicable.

The Contractor shall keep track of property purchased with Contract funds, whether capitalized or not. The Contractor shall submit to the AAA, annually with the Closeout, a current inventory of property furnished or purchased by the

Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

G. Prior to disposal of any property purchased by the Contractor with funds from this Agreement, the Contractor must obtain approval from the AAA regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the AAA.

H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

I. The AAA reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

ARTICLE VII. PROPERTY (Continued)

J. Contractor 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, until the Contractor has complied with all written instructions from the AAA regarding the final disposition of the property.

K. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the AAA. The AAA reserves the right to require the Contractor to transfer such property to another entity, or to the AAA.

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

M. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the AAA for other purposes in this order:

1. Another Department program providing the same or similar service; or

2. Another Department-funded program.

N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the AAA. As a condition of the approval, the AAA may require reimbursement under this Agreement for its use.

O. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

A. Authorized AAA representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

B. The Contractor shall cooperate with the AAA in the monitoring, assessment, and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

C. Authorized county, state or federal representatives shall have the right to inspect Contractor's administrative offices, service sites, and food preparation sites during normal business hours.

ARTICLE X. AUDITS

A. Contractors that expend $500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

Stanislaus County Area Agency on Aging
Attention: Fiscal Officer
121 Downey Avenue, Suite 102
Modesto, California 95354

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures are displayed discreetly along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the Catalog of Federal Domestic Assistance number 93.779.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Aging.

B. The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining whether a program specific audit may be elected. The contractor shall communicate this information to the independent auditor conducting the organization's single audit.

ARTICLE X. AUDITS (Continued)

10.576	Seniors Farmers Market Program
93.045	Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III-C)
93.053	Nutrition Services Incentive Program (NSIP)

Cluster of programs means a grouping of closely-related programs that share common compliance requirements. "Other Clusters" are as defined by the OMB in the Compliance Supplement or as designated by a State for federal awards the State provides to its subrecipients 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 subrecipients of compliance requirements applicable to the cluster, consistent with.§400 (d) (1) and §.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520 and §.200(c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations).

C. The Contractor shall ensure that the single audit reports meet [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] requirements:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.

2. Properly procured – use procurement standards provided for in [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] and provide maximum opportunities to small and minority audit firms.

3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.

4. 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 or grant agreements; and the schedule of findings and questioned costs.

5. Performed in accordance with provisions applicable to this program as identified in [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133 Compliance Supplement].

ARTICLE X. AUDITS (Continued)

D. The Contractor shall include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the AAA and CDA shall have access to all audit reports and supporting work papers, and the AAA and CDA has the option to perform additional work, as needed.

E. 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 [2 CFR 200.425]:

1. Any costs when audits required by the Single Audit Act and [2 CFR Part 200, Subpart F Audit Requirements] have not been conducted or have been conducted but not in accordance therewith; and

3. Any costs of auditing a non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and [2 CFR Part 200, Subpart F Audit Requirements] because its expenditures under Federal awards are less than $750,000 during the non Federal entity's fiscal year.

   a. 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.

   b. Pass-through entities may charge Federal awards for the cost of agreed-upon-procedures engagements to monitor sub-recipient who are exempted from the requirements of the Single Audit Act and [2 CFR Part 200, Subpart 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 unallowed; allowable costs/cost principles; eligibility; and reporting.

ARTICLE XI. INSURANCE

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

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 AAA and/or CDA in cases of higher than usual risks.

Automobile liability including non-owned auto liability, of not less than

ARTICLE XI. INSURANCE (Continued)

$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

If applicable, contractors shall comply with the Public Utilities Commission (PUC) 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

unless otherwise amended by future regulation.

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.

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. 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 the AAA, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premiums.

2. The Certificate of Insurance shall provide the statement: "The Stanislaus County Area Agency on Aging and the County of Stanislaus, 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.

3. The AAA shall be named the certificate holder and the address must be listed on the certificate.

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

E. The Contractor shall require its vendors under this 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.

F. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

ARTICLE XII. TERMINATION

A. Termination Without Cause

The AAA may terminate performance of work under this Agreement without cause in whole or in part, if the AAA determines that a termination is in the AAA's best interest. The AAA may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the Notice of Termination. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void. Upon termination of the Agreement, the Contractor shall submit to the AAA Transition Plan as specified in Exhibit E

B. Termination for Default

The AAA may terminate for cause the performance of work under this Agreement. The AAA may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case the termination shall take effect immediately. The grounds for termination for cause shall include but not limited to the following:

1. In case of threat of life, health or safety of the public. (Termination of Agreement shall be effective immediately.)

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

ARTICLE XII. TERMINATION (Continued)

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that the Contractor 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 Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

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

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

9. The commission of an act of bankruptcy.

10. Finding of debarment or suspension, Article II J.

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

12. The AAA determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organization. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

13. Funding is reduced or deleted for any State fiscal year by the Department of Finance, Legislature, or Congress.

C. Contractor's Obligation After Notice of Termination

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

The Contractor shall:

1. Stop work as specified in the Notice of Termination

ARTICLE XII. TERMINATION (Continued)

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

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 this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. In all other cases, the termination shall take effect 30 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the AAA, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the AAA and the procedure for doing so.

E. Voluntary Termination of Area Plan Agreement

Pursuant to Title 22, Section 7210 the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the AAA or upon 30 days written notice to the AAA.

In case of voluntary termination, the Contractor shall allow the AAA up to 180 days to transition services.

F. In the event of termination, the AAA will present written notice to the Contractor 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 XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. REVISIONS OR MODIFICATIONS

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

B. The AAA reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVI. 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, or overnight mail to the addresses written on page 1 of the Standard Agreement; provided Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to the AAA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the AAA on

ARTICLE XVI. NOTICES (Continued)

the Contractor's letterhead.

ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect AAA information assets, i.e., public, confidential, sensitive and/or personal information as specified in the State Administrative Manual Section 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34. Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the AAA programs and services.
- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure). Any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers, and backup

ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY (continued)

media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and AAA policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement.

5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the AAA without prior written authorization from the AAA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training / Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees who handle personal, sensitive or confidential

ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY (continued)

information. Contractor employees, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or volunteer. The Contractor must maintain certificates of completion on file and provide them to the AAA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.

2. The Contractor may substitute its own Security Training providing that such training meets or exceeds CDA's training requirement. The contractor shall maintain documentation of training and education provided to their staff and/or volunteers.

3. All employees and volunteers who handle personal, sensitive or confidential information relating to the AAA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements.

F. Security Incident Reporting

A security incident occurs when AAA information assets are accessed, modified, destroyed, or disclosed without proper authorization, are lost or stolen. The Contractor must report all security incidents to the appropriate AAA Program manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

G. Notification of Security Breach of Data Subjects

1. Notice must be given by the contractor to any data subject whose personal information could have been breached.

ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY (continued)

2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.

3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

H. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which AAA data may be used.

I. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

J. Provision of this Article

The provision contained in this Article shall be included in all contracts of the Contractor.

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the AAA reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.

2. The Contractor certifies that it has appropriate systems and controls in place to ensure that AAA 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. The Contractor shall not publish or transfer any materials, as defined in

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA (Continued)

item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the AAA. 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 the AAA. The AAA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this 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 Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

3. Subject only to the provisions of Article XVII and Article XVIII of this Exhibit, the AAA 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 Agreement.

4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the Stanislaus County Area Agency on 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 Stanislaus County Area Agency on Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE XIX. SANCTION

A. If it becomes necessary to withhold Agreement funds, suspend or terminate this Agreement, the AAA may proceed in accordance with its adopted sanction policy.

B. Contractor may appeal any denial of funding, decreased funding, or sanction affecting a Title III or Title VII Older Americans Act project under this Agreement through use of the fair hearing procedure contained in the AAA Sanction Policy. Notification of sanction will be given in writing to Contractor at least ten (10) working days before the Board of Supervisors' session at which the recommendations for sanction are presented. A written request for a fair hearing

ARTICLE XIX. SANCTION (continued)

must be made at least four (4) working days before the Board of Supervisors' session. Testimony and information may be presented to the Board of Supervisors at that time. The Board of Supervisors may issue a decision at that meeting or hold it over for more information. If the Contractor is not satisfied with said decision, a request for a hearing may be made with the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, CA, 95834, in accordance with 22 CCR §7700 et. seq. Contractor may be represented by another person or organization at any stage in the proceedings. In the event that Contractor fails to exhaust its remedies under the appeals procedure above, or fails to abide by its time limits with respect to each step, the claim shall be presumed to be abandoned and the matter settled in accordance with the last decision rendered. A time limit may be extended by written agreement of Contractor and the reviewing body. In the event that the reviewing body fails to give its answer at any step within the time limit prescribed, Contractor shall have the right to proceed immediately to the next step.

ARTICLE XX. APPEAL PROCESS

A. The Contractor may appeal the County's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, Sections 7700 through 7710.

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

ARTICLE XXI. ENACTMENT

A. This Agreement shall not be considered effective until it has been signed by the Contractor and approved by the Stanislaus County Board of Supervisors and signed by the Director of the Stanislaus County Department of Aging and Veterans Services (Area Agency on Aging).

B. The term of the grant shall be limited to a maximum period of one year unless a shorter period or term is specified elsewhere in this Agreement.

C. The initial contract period of July 1, 2014 through June 30, 2015 may be renegotiated with the Contractor annually for one additional one-year period. The current contract covers fiscal year July 1, 2014 through June 30, 2015. The AAA retains the right to use the competitive request for proposal process at the end of any one-year period if the Contractor's performance and service quality are unacceptable as determined by the AAA.

D. This Agreement is subject to the availability of funds intended for the project.

E. Should the Contractor begin work in advance of receiving notice that the agreement is approved, that work may be considered as having been done at the Contractor's risk as a mere volunteer and Contractor may go unpaid.

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III C PROGRAMS

A. General Assurances. The Contractor shall assure that the following conditions are met:

1. Services shall not be denied to any Title III client that does not contribute toward the cost of the services received.

2. Methods used to solicit voluntary contributions for Title III services shall be non-coercive.

3. Donation letters sent to clients for Title III services shall stipulate that contributions are voluntary and not required to receive service.

4. Donation letters may not resemble a bill or a statement. [OAA §315(b)]

5. Individual client's donations shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)]

6. The Contractor shall participate in the preparation and implementation of a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during man-made, or natural disasters such as earthquakes or floods. This plan shall be coordinated with the overall County Office of Emergency Services Plan and shall conform to any statewide requirements issued by the Stanislaus County Area Agency on Aging (AAA), the California Department of Aging (CDA), or any other appropriate federal agency.

ARTICLE II. REPORTING PROVISIONS

A. The Contractor shall submit program performance reports in accordance with AAA requirements to the Stanislaus County Area Agency on Aging, 121 Downey Avenue, Suite 102, Modesto, California, 95354.

B. The Contractor shall assure that all data submitted is timely, complete, accurate, and verifiable using the AAA approved reporting procedures.

C. The Contractor shall have written reporting procedures which include:

1. Collection and reporting of program data for the AAA, through the Harmony/SAMS data reporting system;

2. Ensuring accuracy of data from the Contractor intake/assessment process through reporting to the AAA;

3. Verification of data prior to submission to the AAA;

ARTICLE II. REPORTING PROVISIONS (Continued)

4. Correction procedures; and

D. Contractor shall train and orient staff regarding program data collection and reporting requirements.

E. Contractor shall submit the "Request for Reimbursement" form no later than the 15th of each month for the total number of meals served in the C-1-Congregate Meals Program during the previous month. The total meals shall not exceed the maximum of 4,867 meals for C-1.

COUNTY OF STANISLAUS
STANDARD AGREEMENT

"Home Delivered (C-2) Meal Program"

1. This Agreement is entered into between the County of Stanislaus and the following named Contractor *(If other than an individual, state whether a corporation, partnership, etc.)*:
   ARC of Stanislaus County, DBA Howard Training Center, a California corporation
2. The term of this Agreement is:
   July 1, 2014 to June 30, 2015, subject to early termination per Article XII, A of Exhibit D.
3. The maximum amount of payment based on _XX_ lump sum, or ___ time and materials is:
   Not to exceed $ 610,200.00 Payable monthly
4. The parties agree to comply with the terms and conditions of the following exhibits which, by this reference, are made a part of the Agreement:

   (a) Exhibit A -- Standard Agreement for Independent Contractor Services
   (b) Exhibit B -- Scope of Work
   (c) Exhibit C – Budget Detail, Payment Provisions, and Closeout
   (d) Exhibit D – Special Terms and Conditions
   (e) Exhibit E – Additional Provisions
   (f) Other (e.g. Contractor's Proposal) N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on July 1, 2014
(Date)

CONTRACTOR

Contractor's Name Howard Training Center

By *(Authorized Signature)*

Printed Name and Title of Person Signing
Wayne Brown, Director

Mailing Address
1424 Stonum Rd, Modesto, CA

COUNTY OF STANISLAUS

Department Name
Aging and Veterans Services

By *(Authorized Signature)*

Printed Name and Title of Person Signing
Margie Palomino, Director

Mailing Address
121 Downey Avenue, Suite 102
Modesto, California 95354

Approved for Content:

Margie Palomino, Director

Approved ~~for~~ as to Form:

Deirdre McGrath

Deirdre McGrath, Deputy County Counsel

EXHIBIT "A"
AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (the Agreement) is made and entered into by and between the County of Stanislaus for the benefit of its Area Agency on Aging ("County" or "AAA" referred to interchangeably) and ARC of Stanislaus County, DBA Howard Training Center, a California corporation ("Contractor") on July 1, 2014.

Recitals

WHEREAS, the County for the benefit of the AAA has a need for services involving Title III C-2, a Home-Delivered Meals Program for frail seniors, and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit B**, **Article II,** attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, set forth in **Exhibits B-E**.

2.Consideration

2.1 County shall pay Contractor as set forth in **Exhibit B**, **Article II**.

2.2 Except as expressly provided in **Exhibit B, Article II** of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services, as set forth in **Exhibit D, Article XII**, unless sooner terminated as provided below or unless some other method or time of termination is listed in **Exhibit D**, **Article XII**.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 90 days prior written notice to the Contractor or as specified in **Exhibit D, Article XII**. Termination of this Agreement

shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in **Exhibit B, Article II** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in **Exhibit B, Article II** to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars ($1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars ($1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation

insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that

coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its

agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of

Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement, or for the necessary period described in **Exhibit D, Articles VI and X**. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Aging and Veterans Services
Attention: Margie Palomino, Director
121 Downey Avenue, Suite 102
Modesto, California 95354

To Contractor: ARC of Stanislaus County, DBA Howard Training Center
Attention: Wayne Brown
1424 Stonum Rd
Modesto, CA 95351

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are

severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement and its incorporated Exhibits supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

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); Title 22, California Code of Regulations (CCR), Section 7000 et seq., California Department of Aging (CDA) Title III-C Menu Planning Guidance, Area Agency on Aging (AAA) Senior Meals Policy and Department Program Memoranda.

9. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes

ARTICLE I. DEFINITIONS (Continued)

(DRIs) and comply with the current Dietary Guidelines for Americans.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Eligible Service Population** for Title III means any person 60 years of age or older, or the spouse of that person, is eligible 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.

15. **Program Overview: Home-Delivered Meals (C-2).** Defined as: The procurement, preparation, transportation, and other provision needed for meal service and nutrition education to eligible older persons in their homes. This includes delivery, route management, and administration of the program. The meals may be fresh or frozen. Contractor shall provide

ARTICLE I. DEFINITIONS (Continued)

at least 5 meals per week, delivered, at minimum, 2 days per week. Menu analysis and Nutrition Educations are planned and pre-approved by a Registered Dietitian with the Area Agency on Aging.

16. **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. Contractor shall send a letter and envelope requesting the minimum donation to seniors on a weekly basis. 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 if a donation is not made.

17. **Advertising**. Contractor shall include the phrase "Funded by the Stanislaus County Area Agency on Aging" on any flyers, posters, or printed matter advertising services funded through Title III and Title VII of the Older Americans Act.

ARTICLE II. SCOPE OF WORK

A. The Contractor shall perform the following for the C-2 Home-Delivered Meals 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 Six Hundred Ten Thousand, Two Hundred Dollars ($610,200) for the Home-Delivered Meals Program (C-2) in consideration for satisfactory performance as determined by the AAA. Contractor agrees to provide a cash/in-kind matching share in the amount of Seventy Three Two Hundred Twenty-Four Dollars ($73,224). Based on the Priority System developed by the AAA and approved by the California Department of Aging, available funding will only serve Priority I and II seniors, approximately 500 seniors a month. The average number of monthly meals served shall not exceed 11,300 meals. The reimbursement rate will be Four Dollars and Fifty Cents ($4.50) per meal.

   Therefore, the AAA will reimburse the Contractor an amount not to exceed Fifty Thousand Eight Hundred and Fifty Dollars ($50,850) per month. 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.

ARTICLE II. SCOPE OF WORK (Continued)

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.

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.

ARTICLE II. SCOPE OF WORK (Continued)

12. Providers of Title III-C programs shall annually assess the client's nutrition risk using a valid nutrition screening tool. [OAA §339(2)(J)][OAA §207(a)(3)] This shall apply to Home-Delivered Meal participants.

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.

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 CCR 98324)

e. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (22 CCR 98370)

2. Compliance Monitoring

a. The AAA shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of, culturally and

ARTICLE II. SCOPE OF WORK (Continued)

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 time period set by 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)

C. Units of Service

1. Home-Delivered Meals Program (C-2)

a. Unit of Service: 135,600 meals / contract period.

Goals: Five meals per week, delivered at least two days per week. The meals must comply with:

1) All Federal, State and local "Program Requirements" for Title III-C-2 Home-Delivered Meals.

2) State and Federal mandates for the program (Title 22 Division 1.8 Chapter 4 and Article 6 Title III C - Elderly Nutrition Program) currently 1/3 of the Dietary Reference Intakes (DRI).

3) California Food Code, and local health regulations.

EXHIBIT C-TITLE III-C-2 - Budget Detail, Payment Provisions, and Closeout 2014-2015

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. The Area Agency on Aging (AAA) reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the AAA to be: out of compliance with this Agreement, 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.

B. Accountability for Funds

1. The Contractor 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 Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's [2 CFR, Part 200], Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):

   a. Financial Reporting.
   b. Accounting Records.
   c. Internal Control.
   d. Budgetary Control.
   e. Allowable Costs.
   f. Source Documentation.
   g. Cash Management

C. Unexpended Funds

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

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of appropriation of funds, for the

ARTICLE I. FUNDS (Continued)

mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This 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 the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

   Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of a Budget. No legal liability on the part of the AAA for any payment may arise under this contract until funds are made available, the budget is received and approved by the AAA, and the Contractor has received an executed contract.

4. Funding Reduction(s)

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

      - Terminate the Contract pursuant to **Exhibit D, Article XII, A**.
      - Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.

   b. In the event that the AAA elects to offer an amendment, it shall be mutually understood by both parties that (1) the AAA reserves the right to determine which services, if any, under this program shall be reduced and (2) some programs may be reduced by a greater amount than others, and (3) that the AAA shall determine at its sole discretion the amount that the contract shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest amounts earned on advances of federal funds up to $500 per year for Local Government Agencies and non-profit organizations for administrative expenses. Interest earned above the stated

ARTICLE I. FUNDS (Continued)

limit shall be remitted at least quarterly to the Department's Accounting Section. [45CFR 92.21(i); 45CFR 74.22(l)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.

3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the Department's Accounting Sections.

4. The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts, unless (a), (b), or (c) apply. [2 CFR 200.305(8)]

   a. The non-Federal entity receives less than $120,000 in Federal awards per year. [2 CFR 200.304(8)(i)]

   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. [2 CFR 200.305(8)(ii)]

   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. [2 CFR 200.305(8)(iii)]

F. Program Income

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. Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

4. If Program Income is earned in excess of the amount reported in the Budget, the excess amount may be deferred for use in the first quarter of the following contract period. If Program Income is deferred for use it must be used by the last day of the Federal fiscal year and reported when used.

ARTICLE I. FUNDS (Continued)

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

6. Program Income must be used to expand services.

7. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. 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 it was 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 Title 22 CCR Section 7532 or through a non-competitive award pursuant to Title 22 CCR Section 7360.

3. Titles III Federal Program One-Time-Only funds shall be used for the following purposes:

   a. The purchase of equipment that enhances the delivery of services to the eligible service population must be an allowable cost of the program.

   b. Home and community-based projects that are approved in advance by the Department, 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 the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45CFR 1321.53(a) & (b).]

   d. Baseline services. 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 current contract period. Expenditures for baseline services do not require advance Department approval.

4. Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

Matching Contributions mean local cash and / or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract 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 Contractor or subcontractor.

3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.

ARTICLE II. BUDGET AND BUDGET REVISION

A. The Contractor shall be compensated for expenses only as itemized in the approved Budget and shall not be entitled to payment for these expenses until the Budget is reviewed and approved by the AAA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

B. The Contractor shall electronically submit the original Budget.

C. The Contractor shall electronically submit a budget revision 30 days after receiving an amended Budget with changes in funding levels, unless otherwise instructed by the AAA.

D. Matching Requirements

1. The required program matching contributions for Title III C is 10 percent.

2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

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

E. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. Contractors 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.

3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

A. The Contractor shall prepare and submit by the15th of each month to the AAA, in electronic format, an Expenditure and Request for Funds Data file, unless otherwise specified by the AAA.

B. The AAA shall review requests for payment to ensure compliance with the approved Budget.

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

ARTICLE IV. CLOSEOUT

A. No later than forty-five (45) days after the ending date of this Agreement, Contractor shall provide the AAA with a Closeout Report of funds which have remained unexpended at the ending date of the grant. Upon termination or expiration of this Agreement, upon written demand, Contractor shall immediately return to AAA any unencumbered funds received under this Agreement.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the Closeout Report.

ARTICLE I. RESOLUTIONS OF LANGUAGE CONFLICTS

A. Resolution of Language Conflicts

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 Older Americans Act Amendments of 2006 (OAA as amended);
2. Other applicable Federal statutes and their implementing regulations;
3. Older Californians Act;
4. Title 22 CCR § 7000 et. seq.;
5. This Standard Agreement with Exhibits (A-E), and any amendments thereto; (to the extent that there is conflict between Exhibit A and Exhibits B-E, the more restrictive language will prevail)
6. Any other documents incorporated herein by reference;
7. Program memos and other guidance issued by the Department.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement 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 Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC1005) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

   Contractor shall ensure compliance et seq. with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d; 45 C.F.R. Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section

ARTICLE II. ASSURANCES (Continued)

98000 et seq. of Title 22 of the California Code of Regulations, 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) (Chapter 182, Stats.2006)

3. 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. Sections 12101 et seq.).

C. Standards of Work

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

D. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

E. Covenant Against Contingent Fees

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

2. For breach or violation of this warranty, the AAA shall have the right to terminate this Agreement without liability or at its discretion to deduct from

ARTICLE II. ASSURANCES (Continued)

the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

F. Payroll Taxes and Deductions

The Contractor 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.

G. Contracts in Excess of $100,000

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

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

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

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

H. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it:

   a. Is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission

ARTICLE II. ASSURANCES (Continued)

of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

e. Contractor shall report immediately to the AAA in writing any incidents of alleged fraud and/or abuse by Contractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the AAA.

I. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.

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

J. Corporate Status

1. The Contractor shall be a public or private nonprofit entity. If a private nonprofit corporation, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

2. In the event that use of a subcontractor is authorized for any portion of the project, Contractor shall, nevertheless, retain the prime responsibility for performance of the work and for assurance of the availability and retention of records in accordance with Exhibit D, Article VI. A. Specifications for any subcontract shall be submitted in writing to the AAA for approval fifteen (15) days prior to award. Any and all subcontracting shall be done in accordance with management and procurement procedures established by the AAA.

3. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

4. Failure to maintain good standing by the contracting corporation shall result in suspension or termination of this Agreement with the AAA until satisfactory status is restored.

ARTICLE II. ASSURANCES (Continued)

K. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of 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.

2. If any funds other than federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the Stanislaus County Area Agency on Aging, 121 Downey Avenue, Suite 102, Modesto, California, 95354.

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS

A. The Contractor shall indemnify, defend, and save harmless the County, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.

B. The Contractor shall maintain adequate staff to meet this Agreement. This staff shall be available to the AAA and the State for training and meetings which the AAA and the State may find necessary from time to time.

ARTICLE VI. RECORDS

A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, insurance documentation in accordance with this Article, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the AAA and shall make all records pertaining to this Agreement available for inspection and audit by the AAA or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor: (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the California Department of Aging (CDA) and AAA's Audit Branches, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the AAA and CDA deems necessary.

B. If this 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. The Contractor shall ensure that any resource directories and all client records remain the property of the AAA upon termination of this Agreement, and are returned to the AAA or transferred to another Contractor as instructed by the AAA.

C. 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 AAA and CDA, and so stated in writing to the Contractor.

D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the AAA under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate

ARTICLE VI. RECORDS (Continued)

according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the AAA and/or CDA during the audit resolution process.

E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

B. Property meeting all of the following criteria are subject to the capitalization requirements. Such property must:

1. Have a normal useful life of at least 1 year;

2. Have a unit acquisition cost of at least $5000 (e.g., four identical assets which cost $3000 each, for a $12,000 total would not meet this capitalization requirement); and

3. Be used to conduct business under this Agreement.

As used in this Agreement, the term "equipment" shall refer only to capitalized property.

C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.

D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By

ARTICLE VII. PROPERTY (Continued)

contrast, hardware consists of tangible equipment (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.

F. The Contractor shall record the following information when property is acquired:

1. Date acquired;

2. Property description (include model number);

3. Property identification number (serial number);

4. Cost or other basis of valuation;

5. Fund source; and

6. Rate of depreciation (or depreciation schedule), if applicable.

The Contractor shall keep track of property purchased with Contract funds, whether capitalized or not. The Contractor shall submit to the AAA, annually with the Closeout, a current inventory of property furnished or purchased by the

Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

G. Prior to disposal of any property purchased by the Contractor with funds from this Agreement, the Contractor must obtain approval from the AAA regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the AAA.

H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

I. The AAA reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

J. Contractor 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, until the Contractor has complied with all written instructions from

ARTICLE VII. PROPERTY (Continued)

the AAA regarding the final disposition of the property.

K. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the AAA. The AAA reserves the right to require the Contractor to transfer such property to another entity, or to the AAA.

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

M. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the AAA for other purposes in this order:

1. Another Department program providing the same or similar service; or

2. Another Department-funded program.

N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the AAA. As a condition of the approval, the AAA may require reimbursement under this Agreement for its use.

O. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

A. Authorized AAA representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits,

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION (Continued)

inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

B. The Contractor shall cooperate with the AAA in the monitoring, assessment, and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

C. Authorized county, state or federal representatives shall have the right to inspect Contractor's administrative offices, service sites, and food preparation sites during normal business hours.

ARTICLE X. AUDITS

A. Contractors that expend $500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

Stanislaus County Area Agency on Aging
Attention: Fiscal Officer
121 Downey Avenue, Suite 102
Modesto, California 95354

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures are displayed discreetly along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the Catalog of Federal Domestic Assistance number 93.779.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Aging.

B. The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major program whether a program specific audit may be elected. The contractor shall communicate this information to the independent auditor conducting the organization's single audit.

ARTICLE X. AUDITS (Continued)

10.576	Seniors Farmers Market Program
93.045	Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III-C)
93.053	Nutrition Services Incentive Program (NSIP)

Cluster of programs means a grouping of closely-related programs that share common compliance requirements. "Other Clusters" are as defined by the OMB in the Compliance Supplement or as designated by a State for federal awards the State provides to its subrecipients 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 subrecipients of compliance requirements applicable to the cluster, consistent with.§400 (d) (1) and §.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520, and, with the exception of R&D as described in §.200(c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations).

C. The Contractor shall ensure that the single audit reports meet [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] requirements:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.

2. Properly procured – use procurement standards provided for in [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] and provide maximum opportunities to small and minority audit firms.

3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.

4. 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 or grant agreements; and the schedule of findings and questioned costs.

5. Performed in accordance with provisions applicable to this program as identified in [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133 Compliance Supplement].

ARTICLE X. AUDITS (Continued)

D. The Contractor shall include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the AAA and CDA shall have access to all audit reports and supporting work papers, and the AAA and CDA has the option to perform additional work, as needed.

E. 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 [2 CFR 200.425]:

1. Any costs when audits required by the Single Audit Act and [2 CFR Part 200, Subpart F Audit Requirements] have not been conducted or have been conducted but not in accordance therewith; and

3. Any costs of auditing a non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and [2 CFR Part 200, Subpart F Audit Requirements] because its expenditures under Federal awards are less than $750,000 during the non Federal entity's fiscal year.

a. 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.

b. Pass-through entities may charge Federal awards for the cost of agreed-upon-procedures engagements to monitor sub-recipient who are exempted from the requirements of the Single Audit Act and [2 CFR Part 200, Subpart 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 unallowed; allowable costs/cost principles; eligibility; and reporting.

ARTICLE XI. INSURANCE

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

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 AAA and/or CDA in cases of higher than usual risks.

ARTICLE XI. INSURANCE (Continued)

Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

If applicable, contractors shall comply with the Public Utilities Commission (PUC) 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

unless otherwise amended by future regulation.

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.

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. 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 the AAA, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premiums.

2. The Certificate of Insurance shall provide the statement: "The Stanislaus County Area Agency on Aging and the County of Stanislaus, 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.

3. The AAA shall be named the certificate holder and the address must be listed on the certificate.

ARTICLE XI. INSURANCE (Continued)

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

E. The Contractor shall require its subcontractors or vendors under this 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.

F. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

G. 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 patient complaints.

ARTICLE XII. TERMINATION

A. Termination Without Cause

The AAA may terminate performance of work under this Agreement without cause in whole or in part, if the AAA determines that a termination is in the AAA's best interest. The AAA may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the Notice of Termination. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void. Upon termination of the Agreement, the Contractor shall submit to the AAA Transition Plan as specified in Exhibit E

B. Termination for Default

The AAA may terminate for cause the performance of work under this Agreement. The AAA may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to

ARTICLE XII. TERMINATION (Continued)

threat to life, health or safety of the public and in that case the termination shall take effect immediately. The grounds for termination for cause shall include but not limited to the following:

1. In case of threat of life, health or safety of the public. (Termination of Agreement shall be effective immediately.)

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

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that the Contractor 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 Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

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

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

9. The commission of an act of bankruptcy.

10. Finding of debarment or suspension, Article II J.

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

12. The AAA determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organization. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

13. Funding is reduced or deleted for any State fiscal year by the Department of Finance, Legislature, or Congress.

C. Contractor's Obligation After Notice of Termination

ARTICLE XII. TERMINATION (Continued)

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

The Contractor 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 contract.

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 this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. In all other cases, the termination shall take effect 30 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the AAA, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the AAA and the procedure for doing so.

E. Voluntary Termination of Area Plan Agreement

Pursuant to Title 22, Section 7210 the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the AAA or upon 30 days written notice to the AAA.

In case of voluntary termination, the Contractor shall allow the AAA up to 180 days to transition services.

F. In the event of termination, the AAA will present written notice to the Contractor 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 XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. REVISIONS OR MODIFICATIONS

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

B. The AAA reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVI. 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, or overnight mail to the addresses written on page 1 of the Standard Agreement; provided Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to the AAA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the AAA on the Contractor's letterhead.

ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect AAA information assets, i.e., public, confidential, sensitive and/or personal information as specified in the State Administrative Manual Section 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34. Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the AAA programs and services.

ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY (Continued)

- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure). Any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and AAA policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement.

5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the AAA without prior written authorization from the AAA. The Contractor may be
authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

7. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any

ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY (Continued)

participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training / Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees who handle personal, sensitive or confidential information. Contractor employees, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or volunteer. The Contractor must maintain certificates of completion on file and provide them to the AAA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.

2. The Contractor may substitute its own Security Training providing that such training meets or exceeds CDA's training requirement. The contractor shall maintain documentation of training and education provided to their staff and/or volunteers.

3. All employees and volunteers who handle personal, sensitive or confidential information relating to the AAA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements.

F. Security Incident Reporting

A security incident occurs when AAA information assets are accessed, modified, destroyed, or disclosed without proper authorization, are lost or stolen. The Contractor must report all security incidents to the appropriate AAA Program manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

G. Notification of Security Breach of Data Subjects

ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY (Continued)

1. Notice must be given by the contractor to any data subject whose personal information could have been breached.

2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.

3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

H. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which AAA data may be used.

I. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

J. Provision of this Article

The provision contained in this Article shall be included in all contracts of the Contractor.

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the AAA reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.

2. The Contractor certifies that it has appropriate systems and controls in place to ensure that AAA 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

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA (Continued)

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the AAA. 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 the AAA. The AAA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this 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 Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

3. Subject only to the provisions of Article XVII and Article XVIII of this Exhibit, the AAA 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 Agreement.

4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the Stanislaus County Area Agency on 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 Stanislaus County Area Agency on Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE XIX. SANCTION

A. If it becomes necessary to withhold Agreement funds, suspend or terminate this Agreement, the AAA may proceed in accordance with its adopted sanction policy.

B. Contractor may appeal any denial of funding, decreased funding, or sanction affecting a Title III or Title VII Older Americans Act project under this Agreement through use of the fair hearing procedure contained in the AAA Sanction Policy. Notification of sanction will be given in writing to Contractor at least ten (10)

ARTICLE XIX. SANCTION (Continued)

working days before the Board of Supervisors' session at which the recommendations for sanction are presented. A written request for a fair hearing must be made at least four (4) working days before the Board of Supervisors' session. Testimony and information may be presented to the Board of Supervisors at that time. The Board of Supervisors may issue a decision at that meeting or hold it over for more information. If the Contractor is not satisfied with said decision, a request for a hearing may be made with the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, CA, 95834, in accordance with 22 CCR §7700 et. seq. Contractor may be represented by another person or organization at any stage in the proceedings. In the event that Contractor fails to exhaust its remedies under the appeals procedure above, or fails to abide by its time limits with respect to each step, the claim shall be presumed to be abandoned and the matter settled in accordance with the last decision rendered. A time limit may be extended by written agreement of Contractor and the reviewing body. In the event that the reviewing body fails to give its answer at any step within the time limit prescribed, Contractor shall have the right to proceed immediately to the next step.

ARTICLE XX. APPEAL PROCESS

A. The Contractor may appeal the County's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, Sections 7700 through 7710.

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

ARTICLE XXI. ENACTMENT

A. This Agreement shall not be considered effective until it has been signed by the Contractor and approved by the Stanislaus County Board of Supervisors and signed by the Director of the Stanislaus County Department of Aging and Veterans Services (Area Agency on Aging).

B. The term of the grant shall be limited to a maximum period of one year unless a shorter period or term is specified elsewhere in this Agreement.

C. The initial contract period of July 1, 2006 through June 30, 2007 may be renegotiated with the Contractor annually for one additional one-year period. The current contract covers fiscal year July 1, 2006 through June 30, 2007. The AAA retains the right to use the competitive request for proposal process at the end of any one-year period if the Contractor's performance and service quality are unacceptable as determined by the AAA.

D. This Agreement is subject to the availability of funds intended for the project.

ARTICLE XXI. ENACTMENT (Continued)

E. Should the Contractor begin work in advance of receiving notice that the agreement is approved, that work may be considered as having been done at the Contractor's risk as a mere volunteer and Contractor may go unpaid.

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III C PROGRAMS

A. General Assurances. The Contractor shall assure that the following conditions are met:

1. Services shall not be denied to any Title III client that does not contribute toward the cost of the services received.

2. Methods used to solicit voluntary contributions for Title III services shall be non-coercive.

3. Donation letters sent to clients for Title III services shall stipulate that contributions are voluntary and not required to receive service.

4. Donation letters may not resemble a bill or a statement. [OAA §315(b)]

5. Individual client's donations shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)]

6. The Contractor shall participate in the preparation and implementation of a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during man-made, or natural disasters such as earthquakes or floods. This plan shall be coordinated with the overall County Office of Emergency Services Plan and shall conform to any statewide requirements issued by the Stanislaus County Area Agency on Aging (AAA), the California Department of Aging (CDA), or any other appropriate federal agency.

ARTICLE II. REPORTING PROVISIONS

A. The Contractor shall submit program performance reports in accordance with AAA requirements to the Stanislaus County Area Agency on Aging, 121 Downey Avenue, Suite 102, Modesto, California, 95354.

B. The Contractor shall assure that all data submitted is timely, complete, accurate, and verifiable using the AAA approved reporting procedures.

C. The Contractor shall have written reporting procedures specific to each program which include:

1. Collection and reporting of program data for the AAA, through the Harmony/SAMS data reporting system;

2. Ensuring accuracy of data from the Contractor intake/assessment process through reporting to the AAA;

ARTICLE II. REPORTING PROVISIONS (Continued)

3. Verification of data prior to submission to the AAA;

4. Correction procedures; and

D. Contractor shall train and orient staff regarding program data collection and reporting requirements.

E. Contractor shall submit the "Request for Reimbursement" form no later than the 15th of each month for the total number of meals served in the C-2-Home-Delivered Meals Program during the previous month. The total meals shall not exceed the maximum of 11,300 meals for C-2 per month.

COUNTY OF STANISLAUS
STANDARD AGREEMENT

"Senior Community Service Employment Program"

1. This Agreement is entered into between the County of Stanislaus and the following named Contractor *(If other than an individual, state whether a corporation, partnership, etc.)*:
   SER-Jobs for Progress, Inc., a California corporation .
2. The term of this Agreement is:
   July 1, 2014 to June 30, 2015, subject to early termination per Article XII, A. of Exhibit D.
3. The maximum amount of payment based on _XX_ lump sum, or ___ time and materials is:
   Not to exceed $ 125,902.00 Payable monthly
4. The parties agree to comply with the terms and conditions of the following exhibits which, by this reference, are made a part of the Agreement:

   (a) Exhibit A -- Standard Agreement for Independent Contractor Services
   (b) Exhibit B -- Scope of Work
   (c) Exhibit C -- Budget Detail, Payment Provisions, and Closeout
   (d) Exhibit D -- Special Terms and Conditions
   (e) Exhibit E -- Additional Provisions
   (f) Other (e.g. Contractor's Proposal) N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on July 1, 2014
(Date)

CONTRACTOR

Contractor's Name
SER-Jobs for Progress, Inc.

By (Authorized Signature)

Printed Name and Title of Person Signing
Rebecca Mendibles, President and CEO

Mailing Address
255 North Fulton Avenue, Suite 106
Fresno, California 93701

COUNTY OF STANISLAUS

Department Name
Aging and Veterans Services

By *(Authorized Signature)*

Printed Name and Title of Person Signing
Margie Palomino, Director

Mailing Address
121 Downey Avenue, Suite 102
Modesto, California 95354

Approved for Content:

Margie Palomino, Director

Approved ~~for~~ as to Form:

Deirdre McGrath

Deirdre McGrath, Deputy County Counsel

COUNTY OF STANISLAUS
STANDARD AGREEMENT

"Senior Community Service Employment Program"

1. This Agreement is entered into between the County of Stanislaus and the following named Contractor *(If other than an individual, state whether a corporation, partnership, etc.)*:
   SER-Jobs for Progress, Inc., a California corporation
2. The term of this Agreement is:
   July 1, 2014 to June 30, 2015, subject to early termination per Article XII, A. of Exhibit D.
3. The maximum amount of payment based on _XX_ lump sum, or ___ time and materials is:
   Not to exceed $ 125,902.00 Payable monthly
4. The parties agree to comply with the terms and conditions of the following exhibits which, by this reference, are made a part of the Agreement:

   (a) Exhibit A – Standard Agreement for Independent Contractor Services
   (b) Exhibit B -- Scope of Work
   (c) Exhibit C – Budget Detail, Payment Provisions, and Closeout
   (d) Exhibit D – Special Terms and Conditions
   (e) Exhibit E – Additional Provisions
   (f) Other (e.g. Contractor's Proposal) N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on July 1, 2014 *(Date)*

CONTRACTOR

Contractor's Name
SER-Jobs for Progress, Inc.
By (Authorized Signature)
Printed Name and Title of Person Signing
Rebecca Mendibles, President and CEO
Mailing Address
255 North Fulton Avenue, Suite 108
Fresno, California 93701

COUNTY OF STANISLAUS

Department Name
Aging and Veterans Services
By *(Authorized Signature)*
Printed Name and Title of Person Signing
Margie Palomino, Director
Mailing Address
121 Downey Avenue, Suite 102
Modesto, California 95354

Approved for Content: Approved for Form:

Margie Palomino, Director Deirdre McGrath, Deputy County Counsel

EXHIBIT "A"
AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (the Agreement) is made and entered into by and between the County of Stanislaus for the benefit of its Area Agency on Aging ("County" or "AAA" referred to interchangeably) and SER-Jobs for Progress, Inc., a California corporation ("Contractor") on July 1, 2014.

Recitals

WHEREAS, the County for the benefit of the AAA has a need for services involving Title V subsidized employment and training for seniors, and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit B**, **Article II,** attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, set forth in **Exhibits B-E**.

2.Consideration

2.1 County shall pay Contractor as set forth in **Exhibit B**, **Article II**.

2.2 Except as expressly provided in **Exhibit B, Article II** of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services, as set forth in **Exhibit D, Article XII**, unless sooner terminated as provided below or unless some other method or time of termination is listed in **Exhibit D**, **Article XII**.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 90 days prior written notice to the Contractor or as specified in **Exhibit D, Article XII**. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs

necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in **Exhibit B, Article II** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in **Exhibit B, Article II** to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars ($1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars ($1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the

Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30)

days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not

limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement, or for the necessary period described in **Exhibit D, Articles VI and X**. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Aging and Veterans Services
Attention: Margie Palomino, Director
121 Downey Avenue, Suite 102
Modesto, California 95354

To Contractor: SER-Jobs for Progress, Inc, San Joaquin Valley
Attention: Rebecca Mendibles
255 N. Fulton Ave, Suite 106
Fresno, California 93701

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are

severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement and its incorporated Exhibits supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

ARTICLE I. DEFINITIONS

A. **AAA and County** mean the Stanislaus County Area Agency on Aging and Stanislaus County interchangeably.

B. **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.

C. **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.

D. **Contractor's proposal**, including its modifications as agreed to by Contractor and the AAA, shall be part of this Agreement.

E. 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.

F. 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.

G. **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.

H. **Title V Senior Community Service Employment Program (SCSEP)** means a program that serves low-income persons who are 55 years of age and older and who have poor employment prospects by placing them in part-time community service assignments and by assisting them to transition to unsubsidized employment. [Older Americans Act (OAA) 502(a)(1)] [20 CFR Part 641.110]

I. **Participant** means an individual who is eligible for the Title V SCSEP, is enrolled, and is receiving services for up to 48 months. [OAA Section 518(a)(3)(B)] [20 CFR Part 641.140] [20 CFR 641.570(a)].

J. **Participant Position** means 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 the Department of Labor (DOL). [OAA Section 506(g)(1), OAA Section 507]

K. **Modified Positions** means the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants. [SCSEP Quarterly Progress Report-Employment Training Administration (ETA) 5140]

L. **Unemployed** means 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 Section 518(a)(8)]

M. **Low Income** means family income not more than 125% of the federal poverty guidelines. [OAA Section 518(a)(3)(A)]

N. **Eligible Service Population** means unemployed low-income California residents who are 55 years of age or older and who have poor employment prospects. Priority must be given to individual who are 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 641.500 and 20 CFR 641.520; (e) have low employment prospects; (f) have failed to find employment after utilizing services provided through the One-Stop Delivery System; or (g) are homeless or at risk for homelessness. [OAA sec.518(b)(1)(2)]

O. **Host Agency** means a public agency or private non-profit 501(c)(3) organization that provides a training work site and supervision for a participant position. (20 CFR 641.140)

P. **Program Income** means income earned by the contractor 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.

Q. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor or other local resources that qualify as match for contract funding. [OAA Section 502(c)(2)] [20 CFR 641.809]

R. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, host agency supervisory time, etc.).

S. **Community-Service Employment Training** means part-time, temporary employment paid with contract funds in projects at host agencies through with eligible individuals are engaged in community service and receive work experience and job skills that can lead to unsubsidized 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. [20 CFR 641.140, 20 CFR 641.577, OAA Section 518(a)(2)]

T. **On-The-Job Experience (OJE) Training** means 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)

U. **American Job Centers (AJC) (previously known as the One-Stop Career Centers)** means agencies that are funded by the Workforce Investment Act (WIA) to provide universal access to employment referrals, training, and other job-seeker/employer services. (20 CFR 641.140)

V. **Core Indicators** means indicators that are subject to goal-setting and corrective action. [OAA 513(b)(1)] [20 CFR Part 641.700(a)] [20 CFR 641.710] Core indicators include: hours of community service employment; entry into subsidized employment; retention in unsubsidized employment for six months; earnings; number of eligible individuals served; and most-in-need individuals served.

W. **Additional Indicators** means indicators that are not subject to goal-setting and corrective action. [OAA 513(b)(2)][20 CFR Part 641.700(a)] [20 CFR 641.710(b)] Additional indicators include: retention in unsubsidized employment for one year; satisfaction of the participants, employers, and their host agencies with their experiences and the services provided; and entered into volunteer work.

X. **Performance Measures** means core indicators and additional indicators of performance that measure the success and effectiveness of the Title V SCSEP.[OAA 513(b)] [20 CFR 641.700] [20 CFR 641.710]

Y. **Hours (in the aggregate) of Community Service Employment Training** (community service hours) means the number of hours of community service provided by SCSEP participants. [20 CFR 641.710(a)(1)]

Z. **Entry into Unsubsidized Employment** (entered employment) means participants who are employed in the first quarter after the exit quarter. [20 CFR 641.710(a)(2)]

AA. **Number of Eligible Individuals Served** (service level) means the total number of participants served divided by a grantee's authorized number of positions, after adjusting for minimum wage. [20 CFR Part 641.710(a)(5)].

BB. **Classroom Training Hours** means the number of hours spent in classroom training by SCSEP participants.

CC. **Participant Program Tenure** means participants can be enrolled in the program for up to 48 months. [OAA 518(a)(3)(B)] [20 CFR 641.570(a), CDA PM 10-19]

DD. **Retention In Unsubsidized Employment for Six Months** (employment retention) means full or part-time paid employment in the public or private sector of a participant for six months after the starting date of placement into unsubsidized employment without the use of funds under Title V or any other federal or State employment subsidy program. [20 CFR Part 641.710(a)(3)]

EE. **Retention In Unsubsidized Employment for One Year** is defined by the formula: The number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter. [20CFR 641.710(b)(1)].

FF. **Limited English Proficiency (LEP)** means 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 Part 641.140)

GG. **Number of Most-in-Need Individuals Served** (service to-most-in-need) means service to participants who meet any of the following characteristics: are age 75 or older; have a severe disability; are frail; meet the eligibility requirements related to age for, but do not receive benefits under Title II of the Social Security Act; live in an area with persistent unemployment and are individuals with severely limited employment prospects; have limited English proficiency; have low literacy skills; have a disability; reside in a rural area; are veterans; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act of 1998; are homeless or at risk for homelessness. [OAA 518(a)(3(B)(ii)] [20 CFR Part 641.710(a)(6)]

HH. **Customer Satisfaction** means satisfaction of the participants, employers, and host agencies with their experience with SCSEP. [20 CFR 641.710(b)(2)]

II. **Satisfaction Survey** means an instrument that gathers the satisfaction of participants, employers, and their host agencies with their experiences and the services provided. [20 CFR 641.700 and 710(6)(7)(8)].

JJ. **Earnings** means the "average earnings" of those participants, who are employed. To calculate "earnings", use the total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period. [20 CFR Part 641.710(a)(4)]

KK. **Supportive Services** means 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 the SCSEP. [OAA 502(c)(6)(A)(iv)] [OAA Section 518(a)(7)] [20 CFR 641.140] [20 CFR 641.545]

LL. **Job Ready** refers to individuals who do not require further education or training to perform work that is available in their labor market. Projects may not enroll as Title V SCSEP participants job-ready individuals who can be directly placed into unsubsidized employment. Such individuals should be referred to an employment provider, such as the AJC for job placement assistance under WIA or another employment program. [20 CFR 641.140] [20 CFR 641.512]

MM. **State Plan** means a plan that outlines a four-year strategy, and describes the planning and implementation process, for the statewide provisions of community service employment and other authorized activities for eligible individuals under SCSEP. [OAA Section 503(a)] [20 CFR 641.140]

NN. **Title V SCSEP Performance and Results Quarterly Progress Report System (SPARQ)** means the DOL system used to process and analyze 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), (e-h)].

OO. **Web Data Collection System (WDCS)** means the DOL web-based data collection system used to input all SCSEP program and participant information into SPARQ. [OAA Section 503(f)(3)(4)] [20 CFR 641.879(b)(e-h)].

PP. **BCT Partners** means the organization under contract to DOL to create the SCSEP SPARQ and the WDCS and that is responsible for providing on its website the SPARQ user's guide and DOL policy guidance related to system upgrades. [20 CFR 641.879(b)(e-i)]

QQ. **Charter Oak Group (COG)** means the organization under contract to DOL to create the SCSEP WDCS handbook that provides direction on entering data into the WDCS and providing on its web-site DOL policy guidance, frequently asked questions, and revisions to the handbook. [20 CFR 641.879(e)-(i)]

RR. **Transfer/Change Utility** means the WDCS procedure used to transfer a participant into SPARQ from a CDA SCSEP to a national SCSEP contractor or vice versa. [SCSEP Data Collection Handbook rev. 6 (4/19/2010)]

SS. **Entry into Volunteer Work** is defined by the formula; of those not engaged in volunteer work at the time of entry into the Title V SCSEP, the number of such participants who perform volunteer work in the first quarter after the exit quarter, divided by the number of such participants who exit during the quarter. [20 CFR 641.700(c)(4)] [20CFR 641.710(b)(3)]

ARTICLE II. SCOPE OF WORK

A. The Contractor shall perform the following:

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 One Hundred Twenty-five Thousand, Nine Hundred and Two Dollars ($125,902) for SCSEP services in consideration for satisfactory performance as determined by the AAA. These funds are to be spent according to the budget contained in Contractor's project grant application approved by the AAA, The AAA shall pay the Contractor monthly after receiving and approving Contractor's monthly cash flow report and request for funds. Contractor agrees to provide a cash/in-kind matching share in

the amount of Fourteen Thousand, Eight Hundred Ninety-four Dollars ($14,894)

2. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws and regulations:

   - OAA of 1965 as Amended in 2006, Public Law 109-365
   - Workforce Investment Act (WIA) of 1998, Public Law 105-220 Section 121(b)(1)(B)(vi), 29 U.S.C. 2841(b)(1)(B)(vi)
   - 29 CFR 95.5 and 97.40
   - 20 CFR Part 641 Title V SCSEP Final Rule, September 1, 2010
   - 20 CFR Part 641 Title V SCSEP Final Rule-Additional Indicator on Entered into Volunteer Work, January 31, 2012
   - Workforce Investment Act of 1998 (WIA), Public Law 105-220, Section 121(b)(1)(B)(vi) or 29 U.S.C. 2841(b)(1)(B)(vi)
   - 29 CFR Part 95.5
   - 29 CFR Part 97.40
   - 20 CFR 652 et al.
   - 20 CFR 662.200-280
   - The Jobs for Veterans Act of 2002, Public Law 107-288, 38 USC 4215
   - The Americans with Disabilities Act (ADA), Public Law 110-325
   - Age Discrimination in employment Act of 1967, Public Law 90-202
   - Age Discrimination Act of 1975, 42 USC, 6101-6107.
   - Program Memoranda (PM) as issued by CDA, PM 07-18(P) Protection of Information Assets, other laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.
   - Any other subsequent Training and Employment Guidance Letters (TEGLs), memos, bulletins, or similar instructions issued during the term of this Agreement by DOL.

3. To the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year. [20 CFR 641.430(f), Title 29 Part 97(95.5)(97.40)].

4. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals the opportunity to participate in the program. [20 CFR 641.515(a)]

5. Provide an orientation to participants that includes 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; participant termination police; grievance policy; approved break policy; and permitted and prohibited political activities. [20 CFR 641.535(a)(1)] [20 CFR 641.570(d)] [CDA PM 11-06] [CDA PM 11-20]

6. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need 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 times during a 12-month period. [20 CFR 641.535(a)(2)]

7. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and will reflect the needs as well as the expressed interests and desires of the participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessment. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals. [20 CFR 641.140] [20 CFR 641.535(a)(3)]

8. 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)]

9. Submit all requests for an OJE to the AAA and the Department of Aging for approval prior to exercising the OJE with any participants. (Older Worker Bulletin No. 04-04)

10. 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 12 months. Documentation records shall be maintained in a confidential manner. (20 CFR 641.505)

11. Cooperate with community, employment, and training agencies, including agencies under the WIA and provided through AJC, to provide services to low-income older workers. (20 CFR 641.200)

12. Participate in the development of the Title V SCSEP State Plan. Local activities must support the strategic focuses outlined in the SCSEP State Plan [20 CFR 641.315(a)].

13. 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)]. Follow-up with participants to determine if they entered into volunteer work. [20 CFR 641.710(b)(3)]

14. As mandated partner under the WIA, the Title V SCSEP must have a signed Memorandum of Understanding with the Local Workforce Investment Board(s) and the AJC(s) detailing how services will be provided. [20 CFR 662.200-300]

15. The MOU must contain the following components: (1) a description of the functions/services to be performed for AJC clients; (2) an explanation of how the costs of these functions/services and AJC operations will be funded; (3) as description of the methods to be used for referring clients among the partners, and (4) the duration of the MOU and procedures for

amending it [29 USC 2841(c)] [20 CFR Part 652 et al] [20 CFR 662.230(c)][20 CFR 662.300(a)].

16. Maintain an up-to-date Charter Oak Group (COG) Data Collection Handbook, BCT Partners User's Guide, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures. [20 CFR 641.879 (b)(d)(e)].

17. Use the program data collection and reporting system as required by the AAA and the Department of Aging. [OAA Section 503(f)(3)(4)].

18. Submit all requests for a Transfer/Change utility transaction in SPARQ to the AAA and the Department of Aging for prior approval. [SCSEP Data Collection Handbook rev. 6 (4/19/2010)]

B. The Contractor shall meet the annual negotiated performance measures established by the U.S. Department of labor, which will include the following:

Core Indicators [OAA 513(b)(1)][20 CFR 641.700(b)]

1. Hours of community service employment
2. Entry into unsubsidized employment
3. Retention in unsubsidized employment for six months
4. Earnings
5. The number of eligible individuals served
6. The number of most-in-need individuals served

Additional Indicators include: [OAA 513(b)(2)][20 CFR 641.700(c)] [20 CFR 641.710(b)(3)]

1. Employment Retention (1 Year)
2. Customer Satisfaction (Employer, Host Agency, Participant)
3. Entered into Volunteer Work.

EXHIBIT C – TITLE V-Budget Detail, Payment Reporting Provisions, and Closeout 2014-2015

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. The AAA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the AAA to be: out of compliance with this Agreement; 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.

B. Accountability for Funds

1. The Contractor 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 Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's [2 CFR, Part 200], Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. The Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):

   a. Financial Reporting.
   b. Accounting Records.
   c. Internal Control.
   d. Budgetary Control.
   e. Allowable Costs.
   f. Source Documentation.
   g. Cash Management.

C. Unexpended Funds

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

D. Availability of Funds

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

2. This 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 the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

   Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of a Budget. No legal liability on the part of the AAA for any payment may arise under this contract until funds are made available, the budget is received and approved by the AAA, and the Contractor has received an executed contract.

4. Funding Reduction(s)

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

      - Terminate the Contract pursuant to Exhibit D, Article XII, A.

      - Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.

   b. In the event that the AAA elects to offer an amendment, it shall be mutually understood by both parties that (1) the AAA reserves the right to determine which services, if any, under this program shall be reduced and (2) some programs may be reduced by a greater amount than others, and (3) that the AAA shall determine at its sole discretion the amount that the contract shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest amounts earned on advances of federal funds up to $500 per year for Local Government Agencies and non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the AAA's Accounting Section. [2 CFR Part 200.305(8)(ii)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.

3. Contractor may retain interest on non-Federal funds if it reasonably demonstrates that such interest was earned on non-Federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the AAA's Accounting Sections.

4. The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts, unless (a), (b), or (c) apply. [2 CFR 200.305(8)]

   a. The non-Federal entity receives less than $120,000 in Federal awards per year. [2 CFR 200.304(8)(i)]

   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. [2 CFR 200.305(8)(ii)]

   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. [2 CFR 200.305(8)(iii)]

F. Program Income

1. "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 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 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 contract funds.

3. Program income must be added to contract funds and matching contributions, and used for allowable costs of the program.

4. The Contractor that continues to receive contract funds may use unexpended program income in the subsequent contract period.

5. The Contractor that does not continue to receive contract funds in the subsequent period must remit unexpended program income earned to the AAA after the end of the contract period.

G. Matching Contributions

Matching Contributions mean local cash and/or in-kind contributions by the Contractor or other local resources that qualify as match for the contract 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 Contractor.

3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.

ARTICLE II. BUDGET AND BUDGET REVISION

A. Senior Community Service Employment Program (Title V) Budget must be submitted, in accordance with the Budget Instruction Package, as issued by the AAA, 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.

B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor'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. Indirect Costs

d. Rent-specify square footage and rate.
e. Supplies.
f. Equipment-detailed descriptions and unit costs.
g. In State Travel-mileage reimbursement rate, lodging, per diem and other costs.
h. Other Costs-A detailed list of other operating expenses.

C. The Contractor shall electronically submit the original Budget.

D. The Contractor shall be compensated for expenses only as itemized in the approved Senior Community Service Employment Program (Title V) Budget. The approved Senior Community Service Employment Program (Title V) Budget is hereby incorporated by reference into this Agreement as a part of Exhibit C.

E. The Contractor shall electronically submit a budget revision 30 days after receiving an amended Budget with changes in funding levels, unless otherwise instructed by the AAA.

F. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

2. Contractors 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.

3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

G. The Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant Wages and Fringe Benefits.

H. The Contractor is not required to budget On-the-Job Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records.

I. The Contractor may charge expenditures associated with participant assessment, training, job development, counseling functions, etc. to the Program Other category in the Title V Budget.

J. Any matching contributions generated as a result of this contract should be reported on the CDA 35 as Matching Contributions.

ARTICLE III. PAYMENTS

A. The Contractor shall prepare and submit by the15th of each month to the AAA, in electronic format, a Monthly Expenditure Report/Request for Funds (CDA29), unless otherwise specified by the AAA.

B. The AAA shall review requests for payment to ensure compliance with the approved Budget.

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

ARTICLE IV. CLOSEOUT

A. No later than forty-five (45) days after the ending date of this Agreement, Contractor shall provide the AAA with a Closeout Report of funds which have remained unexpended at the ending date of the grant. Upon termination or expiration of this Agreement, upon written demand, Contractor shall immediately return to AAA any unencumbered funds received under this Agreement.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the Closeout Report.

ARTICLE I. RESOLUTION OF LANGUAGE CONFLICTS

A. Resolution of Language Conflicts

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 Older Americans Act Amendments of 2006 (OAA as amended);
2. Other applicable Federal statutes and their implementing regulations;
3. Older Californians Act;
4. Title 22 CCR § 7000 et. seq.;
5. This Standard Agreement with Exhibits (A-E), and any amendments thereto; (to the extent that there is conflict between Exhibit A and Exhibits B-E, the more restrictive language will prevail)
6. Any other documents incorporated herein by reference;
7. Program memos and other guidance issued by the AAA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement in accordance with this Agreement, 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 Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

   Contractor shall ensure compliance et seq. with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d; 45 C.F.R. Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

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

Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, 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) (Chapter 182, Stats.2006)

3. 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. Sections 12101 et seq.).

C. Standards of Work

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

D. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes 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 AAA determines that a conflict of interest exists, funds may be disallowed by the AAA and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

E. Covenant Against Contingent Fees

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

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

F. Payroll Taxes and Deductions

The Contractor 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.

G. Contracts in Excess of $100,000

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

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

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

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

H. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it:

   a. Is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Is 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 (1)(b) of this certification; and

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

e. Contractor shall report immediately to the AAA in writing any incidents of alleged fraud and/or abuse by Contractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the AAA.

I. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.

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

J. Corporate Status

1. The Contractor shall be a public or private nonprofit entity. If a private nonprofit corporation, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

2. Failure to maintain good standing by the contracting corporation shall result in suspension or termination of this Agreement with the AAA until satisfactory status is restored.

K. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of 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.

2. If any funds other than federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the Stanislaus County Area Agency on Aging, 121 Downey Avenue, Suite 102, Modesto, California, 95354.

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. VENDOR AGREEMENTS

A. The Contractor shall indemnify, defend, and save harmless the County, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the vendor in the performance of this Agreement.

ARTICLE VI. RECORDS

A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, insurance documentation in accordance with this Article, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the AAA and shall make all records pertaining to this Agreement available for inspection and audit by the AAA or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor: (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the California Department of Aging (CDA) and AAA's Audit Branches, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the AAA and CDA deems necessary.

B. If this 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. The Contractor shall ensure that any resource directories and all client records remain the property of the AAA upon termination of this Agreement, and are returned to the AAA or transferred to another Contractor as instructed by the AAA.

C. 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 AAA and CDA, and so stated in writing to the Contractor.

D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the AAA under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the AAA and/or CDA during the audit resolution process.

E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

B. Property meeting all of the following criteria are subject to the capitalization requirements. Such property must:

1. Have a normal useful life of at least 1 year;

2. Have a unit acquisition cost of at least $500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).

3. Be used to conduct business under this Agreement.

As used in this Agreement, the term "equipment" shall refer only to capitalized property.

C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.

D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (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.

F. The Contractor shall record the following information when property is acquired:

1. Date acquired;
2. Property description (include model number);
3. Property identification number (serial number);
4. Cost or other basis of valuation;
5. Fund source; and
6. Rate of depreciation (or depreciation schedule), if applicable.

The Contractor shall keep track of property purchased with Contract funds, whether capitalized or not. The Contractor shall submit to the AAA, annually with the Closeout, a current inventory of property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

G. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor with funds from this Agreement, the Contractor must obtain approval from the AAA for all items with a unit cost of $500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the AAA.

2. The Contractor must remove all confidential, sensitive, or personal information from AAA 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 (PDAs), cell or smart phones, multi-function printers, and laptops.

H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

I. The AAA reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

J. Contractor 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, until the Contractor has complied with all written instructions from the AAA regarding the final disposition of the property.

K. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the AAA. The AAA reserves the right to require the Contractor to transfer such property to another entity, or to the AAA.

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

M. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the AAA for other purposes in this order:

1. Another Department program providing the same or similar service; or

2. Another Department-funded program.

N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the AAA. As a condition of the approval, the AAA may require reimbursement under this Agreement for its use.

O. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

A. Authorized AAA representatives shall have the right to monitor, assess, and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, administrative processes, policies and procurements audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

B. The Contractor shall cooperate with the AAA in the monitoring, assessment, and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

C. Authorized county, state or federal representatives shall have the right to inspect Contractor's administrative offices, service sites, and food preparation sites during normal business hours.

ARTICLE X. AUDITS

A. Contractors that expend $500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget [2 CFR Part 200, Subpart R Audit Requirements] [formerly OMB Circular A-133]. A copy shall be submitted to the:

Stanislaus County Area Agency on Aging
Attention: Fiscal Officer
121 Downey Avenue, Suite 102
Modesto, California 95354

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures shall be separated out and specifically displayed along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the Catalog of Federal Domestic Assistance (CFDA) number 17.235.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Aging.

B. The Contractor shall ensure that the single audit reports meet [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] requirements:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.

2. Properly procured – use procurement standards provided for in [2 CFR 200.509] [formerly OMB Circular A-133] and provide maximum opportunities to small and minority audit firms.

3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.

4. 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 or grant agreements; and the schedule of findings and questioned costs.

5. Performed in accordance with provisions applicable to this program as identified in [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133 Compliance Supplement].

C. 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 [2 CFR 200.425]:

1. Any costs when audits required by the Single Audit Act and [2 CFR Part 200, Subpart F Audit Requirements] have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing a non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and [2 CFR Part 200, Subpart F Audit Requirements] because its expenditures under Federal awards are less than $750,000 during the non-Federal entity's fiscal year.

   a. 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.

b. Pass-through entities may charge Federal awards for the cost of agreed-upon-procedures engagements to monitor sub-recipients who are exempted from the requirements of the Single Audit Act and [2 CFR Part 200, Subpart 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 unallowed; allowable costs/cost principles; eligibility; and reporting.

ARTICLE XI. INSURANCE

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

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 AAA and/or CDA in cases of higher than usual risks.

Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

If applicable, contractors shall comply with the Public Utilities Commission (PUC) 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

unless otherwise amended by future regulation.

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.

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. 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 the AAA, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premiums.

2. The Certificate of Insurance shall provide the statement: "The Stanislaus County Area Agency on Aging and the County of Stanislaus, 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.

3. The AAA shall be named the certificate holder and the address must be listed on the certificate.

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

E. The Contractor shall require its vendors under this 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.

F. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

ARTICLE XII. TERMINATION

A. Termination Without Cause

The AAA may terminate performance of work under this Agreement without cause in whole or in part, if the AAA determines that a termination is in the AAA's best interest. The AAA may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the Notice of Termination. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void. Upon termination of the Agreement, the Contractor shall submit to the AAA Transition Plan as specified in Exhibit E, Article III.

B. Termination for Default

The AAA may terminate for cause the performance of work under this Agreement. The AAA may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case the termination shall take effect immediately. The grounds for termination for cause shall include but not limited to the following:

1. In case of threat of life, health or safety of the public. (Termination of Agreement shall be effective immediately.)

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

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that the Contractor 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 Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

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

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

9. The commission of an act of bankruptcy.

10. Finding of debarment or suspension, Article II J.

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

12. The AAA determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organization. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

13. Funding is reduced or deleted for any State fiscal year by the Department of Finance, Legislature, or Congress.

C. Contractor's Obligation After Notice of Termination

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

The Contractor 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 contract.

3. Settle all outstanding liabilities.

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. In all other cases, the termination shall take effect 30 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the AAA, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the AAA and the procedure for doing so.

E. Notice of Intent to Terminate by Contractor

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give the AAA Notice of Intent to Terminate. Such notice shall be given in writing to the AAA at least 180 days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The notice of intent to terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E Article III.

F. In the event of termination, the AAA will present written notice to the Contractor 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 XIII SCSEP TRANSITION PLAN

A. The Contractor shall submit a transition plan to the AAA within 15 business days of delivery of a written Notice of Termination by the AAA or Notice of Intent to Terminate by the Contractor. The transition plan must be approved by the AAA and shall at a minimum include the following:

   1. A process on how participants will be notified of program closure, reduction of slots, or change in service provider.

   2. A process on how confidential records of participants and database files will be relinquished to the AAA or new service provider.

   3. A process to communicate with National SCSEP grantees to transfer current participants into other employment/training opportunities.

   4. A process on how supportive services will be identified and provided to participants to ease in the transition.

   5. A process to conduct a property inventory and plan to dispose, or transfer, or return to the AAA all equipment purchased during the entire operation of the contract.

   6. A description of adequate staff to provide continued service through the term of the existing contract [Title 22, 7206(e)(4)].

B. The Contractor shall implement the Transition Plan as approved by the AAA. The AAA will monitor the Contractor's progress in carrying out all elements of the transition plan.

C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII, of this Agreement, the Contractor agrees to implement a transition plan submitted by the AAA to the Contractor following the Notice of Termination.

ARTICLE XIV REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to

and not in derogation of any other legal or equitable remedy available to the AAA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XV. DISSOLUTION OF ENTITY

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

ARTICLE XVI. REVISIONS OR MODIFICATIONS

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

B. The AAA reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVII. 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, or overnight mail to the addresses written on page 1 of the Standard Agreement; provided Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to the AAA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the AAA on the Contractor's letterhead.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect AAA information assets, i.e., public, confidential, sensitive and/or personal information as specified in the State Administrative Manual Section 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34. Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the AAA programs and services.
- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure). Any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and AAA policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement.

5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the AAA without prior written authorization from the AAA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training / Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees who handle personal, sensitive or confidential information. Contractor employees, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or volunteer. The Contractor must maintain certificates of completion on file and provide them to the AAA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.

2. The Contractor may substitute its own Security Training providing that such training meets or exceeds CDA's training requirement. The contractor shall maintain documentation of training and education provided to their staff and/or volunteers.

3. All employees and volunteers who handle personal, sensitive or confidential information relating to the AAA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements.

F. Security Incident Reporting

A security incident occurs when AAA information assets are accessed, modified, destroyed, or disclosed without proper authorization, are lost or stolen. The Contractor must report all security incidents to the appropriate AAA Program manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

G. Notification of Security Breach of Data Subjects

1. Notice must be given by the contractor to any data subject whose personal information could have been breached.

2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.

3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

H. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which AAA data may be used.

I. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

J. Provision of this Article

The provision contained in this Article shall be included in all contracts of the Contractor.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the AAA reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.

2. The Contractor may request permission to copyright material by writing to the Director of the AAA. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.

3. If the material is copyrighted with the consent of the AAA, the AAA and the California Department of Aging reserve 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 the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that AAA 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. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the AAA. 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 the AAA. The AAA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this 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 Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

3. Subject only to the provisions of Article XVII and Article XVIII of this Exhibit, the AAA 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 Agreement.

4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the Stanislaus County Area Agency on 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 Stanislaus County Area Agency on Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE XX. SANCTION and APPEAL PROCEDURE

A. If it becomes necessary to withhold Agreement funds, suspend or terminate this Agreement, the AAA may proceed in accordance with its adopted sanction/fair hearing procedure.

B. The Contractor may appeal any denial of funding or sanction affecting a Title V Older Americans Act project under this Agreement through use of the following AAA's fair hearing procedure:

1. Notification of sanction will be given in writing to Contractor at least ten (10) working days before the Board of Supervisors' session at which the recommendations for sanction are presented.

2. A written request for a fair hearing must be made at least four (4) working days before the Board of Supervisors' session. Testimony and information may be presented to the Board of Supervisors at that time.

3. The Board of Supervisors may issue a decision at that meeting or hold it over for more information.

4. If the Contractor is not satisfied with said decision, a request for a hearing may be made with the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, CA, 95834, in accordance with 22 CCR §7700 et. seq. Contractor may be represented by another person or organization at any stage in the proceedings.

5. In the event that Contractor fails to exhaust its remedies under the appeals procedure above, or fails to abide by its time limits with respect to each step, the claim shall be presumed to be abandoned and the matter settled in accordance with the last decision rendered. A time limit may be extended by written agreement of Contractor and the reviewing body.

6. In the event that the reviewing body fails to give its answer at any step within the time limit prescribed, Contractor shall have the right to proceed immediately to the next step.

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

ARTICLE XXI. ENACTMENT

A. This Agreement shall not be considered effective until it has been signed by the Contractor and approved by the Stanislaus County Board of Supervisors and signed by the Director of the Stanislaus County Department of Aging and Veterans Services (Area Agency on Aging).

B. The term of the grant shall be limited to a maximum period of one year unless a shorter period or term is specified elsewhere in this Agreement.

C. The initial contract period of July 1, 2014 through June 30, 2015 may be renegotiated with the Contractor annually for one additional one-year period. The current contract covers fiscal year July 1, 2014 through June 30, 2015. The AAA retains the right to use the competitive request for proposal process at the end of any one-year period if the Contractor's performance and service quality are unacceptable as determined by the AAA.

D. This Agreement is subject to the availability of funds intended for the project.

E. Should the Contractor begin work in advance of receiving notice that the agreement is approved, that work may be considered as having been done at the Contractor's risk as a mere volunteer and Contractor may go unpaid.

ARTICLE I. ASSURANCES SPECIFIC TO THE TITLE V SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

A. The Contractor shall assure the following:

   1. Services are provided only to the defined Eligible Service Population. [20 CFR 641.500].

   2. Participants, while 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 including compensation for federal holidays. Fringe benefits, including annual physical examinations, must be provided uniformly to all participants within a project or subproject. Participants must be paid for hours spent in orientation, training, assessment, individual employment planning, and community service assignment work hours. [OAA 502(c)(6)(A)(i)] [OAA 504(b)] [20 CFR 641.565]

   3. 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]

B. The Contractor shall assure that the Title V SCSEP will serve the eligible service population and give priority to individuals who are 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)(2); (e) have low employment prospects; (f) have failed to find employment after utilizing services provided through the AJC Delivery System; or (g) are homeless or at risk for homelessness [OAA Section 518(b)] [20 CFR 641.520].

C. 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)]

D. The Contractor will comply with an average participation cap for eligible individuals of no more than 27 months in the aggregate, unless requested and approved by the DOL. [OAA 502(b)(1)(C)] [CFR 641.570(c)]

E. Community service assignments do not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants. [OAA 502(b)(1)(G)] [20 CFR 641.844]

F. The Contractor will follow CDA's Participant Termination Policy. [(PM 11-20][20CFR 641.580][20 CFR 641.910]

G. The Contractor shall assure their participant grievance procedure is in accordance with 22 CCR, Section 7400-7406 and 20 CFR 641.827 and 20 CFR 641.910.

1. In relation to an appeal conducted because of a determination of ineligibility or termination for cause against a Title V SCSEP participant, the decision of the AAA is final. In accordance with 20 CFR Part 641.910, no appeal shall be elevated to the DOL unless a federal law has been violated. In the event an appeal that is elevated to DOL, a copy must be provided to the AAA. Complaints alleging discrimination based on Race, national origin, religion, age, sex, disability, may be filed with the Director, Civil Rights Center (CRC), U.S. Department of labor, 200 Constitution Avenue, N.W. Room N-4123, Washington, D.C. 20210.

2. If the participant is not satisfied with the final determination of their grievance they may appeal to the U.S. Department of labor (DOL) within 30 days of the date of determination. However, DOL's only authority is to determine whether the grievance procedures were followed correctly, or if there were any allegations of violations of Federal law (other than civil rights laws) that have not been resolved within 60 days under the California Department of Aging's procedures. If the participant intends to file an appeal to DOL, they must send a copy of the final determination, the statement of appeal, and any supporting documentation within 30 calendar days to: Chief, Division of Adult Services, Employment and Training Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. [20 CFR 641.910]

H. Political Activities The Contractor shall assure the following:

1. The Contractor 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 to the OAA Section 502 (b)(1)(P) and 20 CFR 641.836(d).

2. Notices shall state that Title V SCSEP participants may engage freely in the political process with the following exceptions:

   a. Participants may not engage in partisan or nonpartisan political activities on the job.

b. Participants may not present themselves as a spokesperson for Title V SCSEP while engaged in political activity.

c. Participants may not be assigned to the office of a Member of Congress, a state or local legislator, or on any staff of a legislative committee.

I. The Contractor shall have appropriate office space for conducting private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.

J. The Contractor shall comply with CDA's Title V SCSEP Approved Break Policy. [20 CFR 570(d)]

K. The Contractor shall ensure participants have safe and healthy working conditions at their community service employment worksites. [OAA 502(b)(1)(J) and 20 CFR 641.535(a)(10)]

ARTICLE II- REPORTING PROVISIONS [OAA 503(f)(3)(4)] [20 CFR 641.879]

A. The Contractor shall:

1. Input program and participant data into SPARQ using the Web-Based Data Collection System (WDCS) on a routine basis.

2. The Contractor must review and continually seek to clear errors in the WDCS and the data must be timely, complete, accurate, and verifiable.

3. Create a plan to ensure accuracy of data from all levels which includes a method for the Contractor to verify the accuracy of the data prior to submission to CDA.

B. The Contractor shall review Management Reports, monthly, in accordance with DOL requirements to ensure accuracy of data inputted into the WDCS.

C. The Contractor shall review Data Quality Reports (DQRs), monthly, in accordance with DOL requirements to ensure accuracy of data inputted into the WDCS.

D. The Contractor 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)].