

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 et seq., and 2 CCR section 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats.2006)

3. California Civil Rights Laws

The contractor shall ensure compliance with the requirements of California Public Contract Code 2010 by submitting a completed California Civil Rights Laws Certification prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>.

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

4. 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 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

ARTICLE II. ASSURANCES (Continued)

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. State Contract Act [Cal. Pub. Con. Code 10295 et seq.]
3. Unruh Civil Rights Act [Cal. Pub. Con. Code 2010]

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;

ARTICLE II. ASSURANCES (Continued)

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

ARTICLE II. ASSURANCES (Continued)

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.
- L. The Contractor shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the Stanislaus County Area Agency on Aging, 3500 Coffee Rd, Suite 19, Modesto, California, 95355.

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

ARTICLE V. VENDOR AGREEMENTS (Continued)

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, 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, including confidential 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 guidelines set forth in 2CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by the AAA and/or CDA during the audit resolution process.
- E. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article

ARTICLE VI. RECORDS (continued)

XVII. 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, used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, file folders, etc. See Attachment 2 for the inventory list available to the program provider.
- B. Property acquired under this agreement, which meets any of the following criteria are subject to the reporting requirements. Such property must:
1. Have a normal useful life of at least 1 year and has a unit acquisition cost of at least 500 (a desktop or laptop setup, is consider a unit, if purchased as a unit).
 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. 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.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. 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.

- E. The Contractor shall record the following information when property is acquired:
1. Date acquired;

ARTICLE VII. PROPERTY (Continued)

2. Item description (include model number);
3. Item 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, and submit to the AAA a Property Acquisition form (CDA 9023) for all property furnished or purchased with funds awarded under the terms of this Agreement. The Contractor shall certify their reported property inventory annually with the Closeout, by completing the Program Property Inventory Certification (CDA 9024).

F. 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 reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the AAA. The Contractor shall email to the AAA the electronic version of the Request to Dispose of Property (CDA 248).
The AAA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from the AAA, the item(s) shall be removed from the Contractor's inventory report.

2. The Contractor must remove all confidential, sensitive, or personal information from AAA property prior to disposal, including removal of destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify the AAA.
- H. 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)

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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, administrative processes, fiscal data and procurement components. This will include policies, procedures, procurement 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. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDITS

- A. Contractors that expend \$750,000 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, 2CFR 200.501 to 200.521; and 45 CFR 75.521, and a copy submitted to the:

Stanislaus County Area Agency on Aging
 Attention: Fiscal Officer
 3500 Coffee Rd, Suite 19
 Modesto, California 95355

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” (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number 93.779.

- 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.

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)

ARTICLE X. AUDITS (Continued)

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 sub-recipients 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 sub-recipients 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 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. [2CFR 200.512]
 2. Properly procured – use procurement standards provided for in [2CFR 200.509]
 3. Performed in accordance with Generally Accepted Government Auditing Standards [2CFR 200.514].
 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. [2 CFR 200.515]
 5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements
- 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]:

ARTICLE X. AUDITS (Continued)

1. Any costs when audits required by the Single Audit Act and 45 CFR 75, 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 45 CFR 75, 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 45 CFR 75, 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. 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 if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOL), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. 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 **Article XII**, below.

ARTICLE XI, TERMINATION (Continued)

B. Termination for Cause

The AAA may terminate for cause, in whole or in part, 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 H.**
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 2 CFR 200.205 for local government and 45 CFR 75.205 for non-profit organization. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

ARTICLE XI, TERMINATION (Continued)

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.

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. The Effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the 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 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 **Article XII**, below.

- 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 XII. TRANSITION PLAN

- A. The contractor shall submit a transition plan to the AAA within 15 days of delivery of a written Notice of Termination or Notice of Intent to Terminate. The transition plan must be approved by the AAA and shall at a minimum include the following:

ARTICLE XII. TRANSITION PLAN (Continued)

1. Description of how clients will be notified about the change in their service provider.
 2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to transfer any confidential client records to a new contractor.
 5. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 6. A plan for adequate staff to provide continued care through the term of the contract [Title 22, 7206(e)(4)].
 7. A full inventory and plan to dispose or, transfer, or return to the AAA all equipment purchased during the entire operation of the contract.
 8. Additional information as necessary to effect a safe transition of clients to other community service providers.
- 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 **Article XII** of **Exhibit D** of this Agreement, the Contractor will implement a transition plan submitted by the AAA to the Contractor following the Notice of Termination or Notice of Intent to Terminate.

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.
- C. Either party may change its address by written notice to the other party in accordance with this Article.

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, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual Section 5300 to 5365.3; Cal. Gov. Code Section 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memo 07-18 Protection of Information Assets, and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include (but are not limited to):

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI), servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY (continued)

B. Encryption on Portable Computing Devices

The Contractor is required to use 128-bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media) and/or 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 confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal 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 confidential, sensitive and/or personal identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor is authorized to disclose and access identifying information for this purpose as required by OAA.
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.

ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY (continued)

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. Security Awareness Training

1. The Contractor's employees and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to the AAA upon request.

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. Contractor Confidentiality Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when AAA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, are lost or stolen. The Contractor must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>

ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY (continued)

H. Security Breach Notification

Notice must be given by the Contractor to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which AAA data may be stored or accessed.

J. Electronic Backups

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

K. 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 Section B of this Article
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.
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

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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 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.

ARTICLE XIX. SANCTION (Continued)

- 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 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. Such appeal shall be filed within thirty (30) days of receipt of the AAA's notice of adverse determination.
- 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, 2018 through June 30, 2019 may be renegotiated with the Contractor annually for one additional one-year period. The current contract covers fiscal year July 1, 2018 through June 30, 2019. 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.

ARTICLE XXI. ENACTMENT (Continued)

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