

STANDARD AGREEMENT BETWEEN

XXXXXXX
As **SERVICE PROVIDER**
Address

Agreement Number: XXXX– XXXX
Programs: IIIC-1 Congregate Meals
IIIC-2 Home Delivered Meals
IIIB Transportation

OLDER AMERICANS ACT (OAA) FUNDING
TITLES III-B, C, D, AND VII(a) and VII(b)

And

AREA 12 AGENCY ON AGING
(Hereinafter Referred to as A12AA)
19074 Standard Road, Suite A, Sonora, California 95370

WITNESSETH:

1. TERM

This **AGREEMENT (“Agreement”)** is made and entered into XXXXX, by and between A12AA and XXXXXXXXXXXXX (“**Contractor**”) pursuant to the following terms and conditions.

The term of this Agreement is XXXX, through XXXX.

2. COMPENSATION

The maximum amount of this Agreement is \$XXXXXXXX, XXXXX dollars and no cents.

C-1 Congregate Meals XXXXX County	\$XXXX.00
C-1 Congregate Meals NSIP – XXX County	XXXX.00
C-2 Home Delivered Meals – XXXX County	XXXX.00
C-2 Home Delivered Meals NSIP – XXXX County	XXXX.00
C-2 Home Delivered Meals – XXXX County	\$XXXX.00
C-2 Home Delivered Meals NSIP XXXX County	\$ XXXX.00
IIIB Transportation – XXXX County	<u>\$XXXX.00</u>
 TOTAL	 \$XXXX.00

3. SERVICES

Contractor shall provide congregate meals, home delivered meals and transportation services, as described in Exhibits A - H, which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

Exhibit A -	Scope of Work	13 Pages
Exhibit B -	Budget Detail and Payment Provision	10 Pages
Exhibit C -	General Terms and Conditions	5 Pages
Exhibit D -	Special Terms and Conditions	31 Pages
Exhibit E -	Additional Provisions	11 Pages
Exhibit F -	Information Integrity	10 Page
Exhibit G -	Performance Standards	4 Pages
Exhibit H -	Condition Statement(s), (RFP, Contract Renewals, and Program Standards)	198 Pages

This document is a binding agreement to conduct a service program for older adults age 60+ in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended, and Older Californians Act of 2020, as amended.

4. FUNDING AVAILABILITY

The funding amounts contained in this Agreement represent A12AA's best estimate of available funding. This Agreement may be subject to modification by A12AA if estimates change. It is mutually agreed that if the A12AA budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, A12AA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

Available funds may supplement, but not replace other funds.

5. RENEWAL

This Agreement may be eligible for renewal in each of the subsequent three years following the initial RFP cycle, 2026-2030, and are subject to funding availability and Contractor's fulfillment of its contractual responsibilities.

6. NON-DISCRIMINATION

Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all

counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

8. ASSIGNMENT

This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

9. TERMINATION AND RIGHTS UPON TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, A12AA, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of A12AA property, dishonesty, or theft.
- D. If A12AA terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by A12AA in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that A12AA may, in its sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to A12AA as of the termination date.

10. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

11. INSURANCE

A. Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services. Contractor shall provide notice to A12AA thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
- ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
- iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.
- iv. Automobile Liability for Charter-Party Carriers: If applicable, contractors and subcontractors 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.

- v. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim.
- vi. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging."
- vii. The A12AA shall be named the certificate holder and the A12AA address must be listed on the certificate.

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010, which is attached hereto as Exhibit C and incorporated herein by reference.

13. APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with all A12AA policies and State and Federal regulations and requirements as applicable, including, but not limited to:

Federal – Older Americans Act (OAA) 2020 Reauthorization (Section 330-339)

<https://acl.gov/about-acl/authorizing-statutes/older-americans-act>

Administration for Community Living (ACL) <https://acl.gov/> Title IIIC Nutrition Dietary Guidelines for Americans, 2020-2025

<https://www.dietaryguidelines.gov/>

California Department of Aging (CDA) <https://www.aging.ca.gov/>

State – California Department of Aging Laws & Regulations:

[California Welfare and Institutions Code, Division 8.5](#)

[California Code of Regulations](#)

[Title 22, Division 1.8, California Department of Aging](#)

[California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming structures & Equipment](#)

This document is under "Guidelines" section on the page.

[United States Code \(USC\), Title 42, Chapter 35 - Programs for Older Americans](#)

CDA Services Categories and Data Dictionary, Revised July, 2022

<https://www.aging.ca.gov/download.ashx?IE0rcNUV0zYrC%2f9YU7BNhA%3d%3d>

Older Californians Act

<https://aging.ca.gov/download.ashx?IE0rcNUV0zY2J4QRLd2%2F4Q%3D%3D>

Older Californians Nutrition Program Menu Guidance

<https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2FmnsWdwFAig%3D%3D>

14. MISCELLANEOUS

A. Request for Proposal (RFP)/Contract Renewal Proposal:

Incorporated by reference. The approved scope of services (Scope of Work) performance levels, planned activities, and budgets in the proposal of Contractor are hereby incorporated by reference and are made a part of this Agreement. As such, Contractor shall be accountable for the contents of these parts of the proposal(s) in addition to the requirements in this Agreement. No scope of service will be reduced during the first year of this Agreement unless initiated by A12AA.

B. Amended Agreements: Contractor's proposal may be negotiated by A12AA to refine service delivery, procedures, funding levels and/or to adjust service levels to funding.

C. Sanctions: A sanction results from failure by Contractor to comply with the terms of this Agreement. Sanction actions may include withholding of funds, suspension of funds, reduction of funds, ineligibility for One-Time-Only (OTO) funding and termination.

15. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to A12AA may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that A12AA agrees with that designation, such information will be held confident whenever possible. All other information will be considered public.

16. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and A12AA. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

**IN WITNESS WHEREOF, this Agreement has been executed
by the parties hereto.**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Signature)	
PRINTED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED
AGENCY NAME	
BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

