

**COUNTY OF MARIN**  
**STANDARD SHORT FORM CONTRACT**

**THIS AGREEMENT** is made and entered into this day July 1, 2008 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and, **NATIONAL COUNCIL ON AGING** hereinafter referred to as "Contractor"

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following services: Senior Community Employment Program; and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$107,526** including direct non-salary expenses.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **July 1, 2008**, and shall terminate on **June 30, 2009**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

### **6.1 GENERAL LIABILITY**

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00) with a two million dollar (\$2,000,000) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

### **6.2 AUTO LIABILITY**

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

### **6.3 WORKERS' COMPENSATION**

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-insure shall be provided to County prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

### **6.4 PROFESSIONAL LIABILITY INSURANCE**

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

### **7. NONDISCRIMINATORY EMPLOYMENT:**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

### **8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

### **9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

### **10. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

**12. TITLE:**

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

**13. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

**14. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

**15. AMENDMENT:**

This Contract may be amended or modified only by written agreement of all parties.

**16. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

**17. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**18. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

**19. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20.

NOTICES below

20. **NOTICES:**





This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below.  
All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager:	Nick Trunzo, Director
Dept /Location:	Department of Health & Human Services Division of Aging and Adult Services
	10 N. San Pedro Rd, Suite 1012 San Rafael, CA 94903
Telephone No.:	Phone: (415) 499-7396 Fax: (415) 499-5055 Email: divisionofaging@co.marin.ca.us

Notices shall be given to Contractor at the following address:

Contractor:	Nicholas L. DeLorenzo, Director Western Regional Program
Address:	National Council on Aging 870 Market Street, Suite 785 San Francisco, CA 94102
Telephone No.:	415-982-7007

20. **ACKNOWLEDGEMENT OF EXHIBITS**

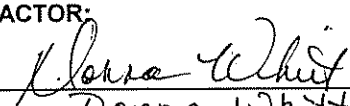
	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>OTHER REQUIRED</u>	<input checked="" type="checkbox"/> Exhibit G- Audits, Non-discrimination	
<u>EXHIBITS (HHS</u>	<input checked="" type="checkbox"/> Exhibit K – Division of Aging & Adult	
<u>USE ONLY)</u>	Services	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY  
COUNTY OF MARIN:

By: \_\_\_\_\_  
Harold C. Brown, Jr., PRESIDENT, BOARD OF SUPERVISORS

CONTRACTOR:

By:   
Name: Donna White  
Telephone No.: 202-479-6625  
Date: 2/6/09

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- ☐ Contract Requires Board of Supervisors' Approval
- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by County Counsel at Department's Request

County Counsel: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICE

**Program Name:** SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

**Available Funding:** \$ 107,526

**Program Goal:** The purpose of the Senior Community Service Employment Program shall be to provide and promote useful part-time opportunities in subsidized community service employment for older workers and assist in the transition of enrollees to private or other unsubsidized job placements. The program provides a variety of supportive services such as personal and job-related counseling, job training and job referral.

#### 1. DEFINITIONS

**Enrollees** means a person 55 years of age or older, with an income of no higher than 125% of poverty level, with a special emphasis on serving the needs of minority, limited English-speaking individuals who have the greatest economic or social need.

**Program Income** shall consist of, but not be limited to, gifts of money, contributions, and donations from program members. This income shall be used for direct program expenses.

2. **Minimum Units of Serviced Required** 11 subsidized slots

3. **Minimum Number of Clients to be Served** 13 persons

#### 4. SCOPE OF WORK

At a minimum, grantee shall perform the following:

- a) Undertake all activities related to the recruitment and hiring of low-income eligible enrollees for the SCSEP Program, as detailed in the Older Americans Act and in the federal regulations (20 CFR Part 641, dated May 17, 1995) and California Department of Aging's (CDA) SCSEP Program Manual.
- b) Select community host agencies that will provide training opportunities, supervision and, if feasible, permanent employment for enrollees.
- c) Coordinate with employment and training agencies to maximize training dollars.
- d) Conduct job development in the local community that will assist enrollees in obtaining unsubsidized jobs.
- e) Submit all required Quarterly Progress Reports (QPR) as required on the 15<sup>th</sup> of the month following each quarter.
- f) Submit all required financial reports such as the Revised Monthly Expenditure Report and Request for Funds (CDA 29) and Financial Closeout Report (CDA 90) and the Federal Grant Closeout Statement (CDA 30)
- g) Establish a working relationship with the One-Stop Career Center in Marin, the Marin Employment Connection, and participate in the Older Worker Agency Coalition.
- h) Cooperate with the Division of Aging and Adult Services in its annual program monitoring.
- i) The number of minority elders served shall be, at a minimum, in the same proportion as represented in Marin's older population.

#### 5. MINORITY SERVICE PRIORITY [pursuant to Older Americans Act Sec. 306(a)(5)(A)(ii)]

In order to satisfy the service needs of low income minority individuals, the provider will give priority to minority persons when hiring new staff or recruiting volunteers.

BUDGET SUMMARY

BUDGET PERIOD:	[ ] ORIGINAL [X] AMENDMENT NO.: 1	CONTRACT NO.: TV0809-5	# OF SLOTS: 11	12/15/2008	PSA NO.: 5
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SECTION A

COST CATEGORIES	AAA ADMIN			PROJECT ADMIN			PROGRAM/PWFB			TOTAL			
	(a) Federal	(b) Matching Contributions	(c)	(d) Federal	(d) Matching Contributions	(e) Federal	(f) State	(g) Matching Contributions	(h) Program Income	(i) Federal	(j) State	(k) Matching Contributions	(l) Program Income
PERSONNEL COSTS													
Personnel	0	0	0	4,300	0	77,220	0	0	0	81,520	0	0	0
Fringe Benefits		0	0	1,455	0	7,727				9,182		0	0
Total Personnel Costs	0	0	0	5,755	0	84,947	0	0	0	90,702	0	0	0

PROGRAM/OTHER

OPERATING COSTS													
Travel			0	505	0	505				1,010		0	0
Equipment				0	0	0				0		0	0
Supplies				604		500				1,104		0	0
Contractual						0				0		0	0
Orientation						1,000				1,000		0	0
Assessment						0				0		0	0
Training						500				500		0	0
Supportive Service						0				0		0	0
Job Development						400				400		0	0
Transportation						0				0		0	0
Other	0			600		450				1,050		0	0
Total Operating Costs	0	0	0	1,709	0	3,355	0	0	0	5,064	0	0	0
Indirect Costs				917		10,843				11,760		0	0
Total Operating and Indirect Costs	0	0	0	2,626	0	14,198	0	0	0	16,824	0	0	0
TOTAL COSTS	0	0	0	8,381	0	99,145	0	0	0	107,526	0	0	0

SECTION B

	(a) Federal	(b) State	(c) Federal Match	(d) Program Income	(e) Total
TOTAL ADMINISTRATION	8,381			0	8,381
TOTAL PROGRAM/PWFB	84,947	0	0	0	84,947
TOTAL PROGRAM/OTHER	14,198	0	0	0	14,198
TOTAL COSTS	107,526	0	0	0	107,526

SECTION C

Federal Compliance Check	%
AAA Administration (no more than 8%)	0%
PWFB (at least 79%)	79.0%
Federal Match	0%

FOR STATE USE ONLY

Fiscal Specialist Approval	Date	Team Coach Verification	Date
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BUDGET PERIOD:		<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> AMENDMENT NO.: 1	CONTRACT NO.: TV0809-5	# OF SLOTS: 11	12/15/2008	PSA NO.: 5
<b>SECTION A PERSONNEL COSTS</b>						
Position Classification:						
(a)	(b)	(c)	Total			
Annual Wage Rate	% of Time Devoted					
			0			
			0			
			0			
TOTAL PERSONNEL			0			
FRINGE BENEFITS						
TOTAL PERSONNEL COSTS			0			
Total						
<b>SECTION B OPERATING COSTS</b>						
Travel						
Equipment (List):						
Quantity	Unit Price					
Supplies						
Contractual						
Other (List):						
TOTAL OPERATING COSTS						
0						
INDIRECT COSTS						
TOTAL COSTS - ADMINISTRATION						
0						

\* - Complete this page if AAA retains federal funds for administrative costs or AAA is a Direct SCSEP provider.

# PROJECT ADMINISTRATION BUDGET NARRATIVE\*

BUDGET PERIOD:		<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> AMENDMENT NO.: 1	CONTRACT NO.: TV0809-5	# OF SLOTS: 11	12/15/2008	PSA NO.: 5
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SECTION A PERSONNEL COSTS				
Position Classification:	(a)	(b)	(c)	Total
Project Coordinator	FTE-.05	Annual Wage Rate 86,000	% of Time Devoted 5.0%	4,300
				0
TOTAL PERSONNEL				4,300
FRINGE BENEFITS				1,455
TOTAL PERSONNEL COSTS				5,755
SECTION B OPERATING COSTS				
Travel				505
Equipment (List):	Quantity	Unit Price		
Supplies				604
Contractual				
Other (List):				0
Teleph.				600
TOTAL OPERATING COSTS				1,709
INDIRECT COSTS				917
TOTAL COSTS - ADMINISTRATION				8,381

\* - Do not include AAA administrative costs or AAA Direct SCSEP administrative costs.



## PROGRAM COSTS

BUDGET PERIOD:		<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> AMENDMENT NO.: 1	CONTRACT NO.: TV0809-5	# OF SLOTS: 11	12/15/2008	PSA NO.: 5
PROGRAM/PARTICIPANT WAGES AND FRINGE BENEFITS (PWFB)						
SECTION A PERSONNEL						
Participant Classification	(a)	(b)	(c)	(d)	(e)	
	Number of Participants	Wage per Hour	Average Work Week Hours	Average Number of Weeks	Total	
Regular Participants	11	8.00	18	24	38,016	
Regular Participants	11	8.00	18.5625	24	39,204	
TOTAL PERSONNEL 77,220						
SECTION B FRINGE BENEFITS						
Categories	Number of Participants	\$	25.00	for each participant	Total	
Physicals	11	\$	77,220.00	0.0200	1,544	
Workers Compensation	11	\$	77,220.00	0.0765	5,907	
Other:FICA						
TOTAL FRINGE BENEFITS 7,727						
TOTAL PERSONNEL COSTS - PROGRAM/PWFB 84,947						
PROGRAM/OTHER						
SECTION C OPERATING COSTS						
Categories	Staff Costs	Other	Total			
Travel		505	505			
Equipment		0	0			
Supplies		500	500			
Contractual			0			
Orientation *	1,000		1,000			
Assessment *			0			
Training *	500		500			
Supportive Services *		0	0			
Job Development *		400	400			
Transportation *		0	0			
Other (List): Phone, Fax and Rent		450	450			
			0			
			0			
			0			
TOTAL OPERATING COSTS				3,355		
INDIRECT COSTS				10,843		
TOTAL OPERATING AND INDIRECT COSTS - PROGRAM/OTHER				14,198		
* List Program Staff: (Optional)						

Marin County Area Agency on Aging, Health & Human Services  
Program Budget Narrative: NCOA  
Title V : Senior Community Service Employment Program  
Fiscal Year 2008-2009

PROJECT ADMINISTRATION	Federal	State	Non-Federal	Total
<u>Personnel based on:</u>				
• Project Coordinator	4,300		0	4,300
<u>Fringe Benefits based on:</u>	1,455		0	1,455
• Coordinator (incl. health, dental, vision, FICA, workers comp.) (33 85%)				
<u>Project Administration-Other Costs</u>				
Travel - 500 mi. x \$0.505	505		0	505
Teleph. - \$50/month	600		0	600
Supplies & Misc. - \$50.30/mo.	604		0	604
Indirect costs @ 12.28%	917		0	917
<b>Total Costs - Administration</b>	<b>\$ 8,381</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,381</b>

Program Costs	Federal	State	Non-Federal	Total
<u>Personnel</u>				
• Regular Participants based on:	77,220	-	-	77,220
11 participants \$8.00/HR (working ave. of 18 hrs for first 24 weeks of 1st half of year) (and working ave. of 18.5625 hr/week for 24 weeks of 2nd half of year)				
<b>Subtotal</b>	<b>77,220</b>	<b>-</b>	<b>-</b>	<b>77,220</b>
<u>Fringe Benefits based on:</u>				
• 11 participants @ current enrollee fringe rate (FICA, workers comp) - 9.65%	7,452		-	7,452
• 11 participants x \$25 for medical monitoring	275		-	275
<b>Subtotal</b>	<b>7,727</b>	<b>-</b>	<b>-</b>	<b>7,727</b>
<b>Total Program Personnel Costs - Program/PWFB</b>	<b>\$ 84,947</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 84,947</b>

<u>Operating Costs</u>				
• Travel - participants (1000 mi x \$0.505)	505		0	505
• Supplies & Equipment - participants	500		0	500
• Orientation (\$1000 for year or about \$90.91/participant)	1,000		0	1,000
• Training - Classes & workshops for Identified Participants needing special skills (e.g., med. tech., teachers' aides, food handlers, etc.) and certificates	500		0	500
Supportive Service	0		0	0
Job Development	400		0	400

Transportation (participants)	0		0	0
• Other - Participants' access to phone,				
fax, copying, rent	450		0	450
Indirect Costs @ 12.28%	10,843	0	0	10,843
Total Operating and Indirect Costs -				
Program/Other	14,198	0	0	14,198

<b>Total Program</b>	<b>\$ 99,145</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 99,145</b>
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<b>Total - Administration and Program</b>	<b>107,526</b>	<b>0</b>	<b>0</b>	<b>107,526</b>
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#VALUE!

**EXHIBIT "B"**  
**FEES AND PAYMENT SCHEDULE (required)**

B.1. BASE CONTRACT FEE: COUNTY shall pay CONTRACTOR during the term of this contract (July 1, 2008 through June 30, 2009). CONTRACTOR shall submit requests for payment. No costs incurred by CONTRACTOR prior to the effective date of the contract should be included in the invoices, nor paid by the COUNTY.

B.2. CONSIDERATIONS:

- 1) In no event shall total compensation paid to Contractor under this provision exceed \$107,526 without a written amendment to this Agreement, approved by the County of Marin. Said sum to be payable as follows: subject to the availability of funds, compliance with insurance requirements as hereinafter provided, and completion of the contract services to County's satisfaction. Payment amount will be based upon receipt of contractor's financial statement and request for funds, as expended. Payment will be made following County's receipt of a timely, accurate and accepted invoice .

## **EXHIBIT "G"**

### **AUDITS, NON-DISCRIMINATION**

#### **1. AUDITS/RECORDS:**

- 1.1 Contractor shall maintain books, records, files, documents and other evidence directly pertinent to all work under this Agreement in accordance with accepted professional practices and accounting procedures and according to statutory agreements for the applicable time mandated, and in no case less than seven (7) years after the termination of the Agreement. County, or any of its duly authorized representatives, shall have access to such books, records, files, documents and other evidence for purposes of inspection, evaluation, audit or copying. Contractor will furnish County a certified copy of an Audit Report from an independent CPA firm by October 31, for the report covering the County's fiscal year that ended the previous June 30. The Audit Report will cover the County's fiscal year and include the independent CPA firm's review of each program operated by Contractor, with review of both expenditures and revenues for each program.
- 1.2 Contractor will provide County with a letter from the chair of the Contractor's Board of Directors certifying that the Board of Directors has reviewed the Audit Report.

#### **2. NON-DISCRIMINATION IN THE PROVISION OF SERVICES:**

- 2.1 Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based upon race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances. In the performance of the terms of this Agreement, Contractor shall not discriminate against any employee or applicant for employment, or against any applicant for or beneficiary of services, because of race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, disability, or any other unlawful basis.
- 2.2 Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth Fair Employment Practices outlined in this section. Contractor shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this Agreement.
- 2.3 Contractor shall develop and implement policies and procedures to ensure that all services provided under this Agreement are rendered in a manner that conforms to all local, State and federal non-discrimination statutes, regulations and ordinances, including but not limited to race, gender, national origin, disability or medical condition such as a diagnosis of Acquired Immune Deficiency Syndrome (AIDS), or upon testing positive for Human Immunodeficiency Virus (HIV), or all other applicable nondiscrimination provisions. Contractor shall ensure that its staff is adequately trained regarding these non-discrimination provisions, policies and procedures, including those that involve specific disease-related problems, issues and special recovery needs.

#### **3. Disaster Plan:**

- 3.1 Contractor shall have in place, and shall provide to the County, its plan for the referral and/or treatment of clients in the case of a disaster.

**EXHIBIT "K"**

**DIVISION OF AGING AND ADULT SERVICES**

1. Contractor's Compliance with Provisions of State Contract
  - A. Contractor acknowledges that this Agreement is a subcontract to an Agreement between the County and the State (hereinafter "State Contract"). The State Contract requires that the County contractually obligate any of its subcontractors to also comply with the terms and conditions of the State Contract. Contractor hereby agrees to comply with the terms and conditions of the State Contract, a copy of which is attached hereto as Exhibit K-1. In addition, funds available under this Contract are depending upon funding from the state. Lack of funding from the State will result in termination of this Agreement.
  - B. In the event the State Contract requires the County to notify the State of a breach of privacy and/or security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"), Contractor shall immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach by telephone and email or facsimile. Contractor further agrees that it shall notify County of any such breaches prior to the time the County is required to notify the State pursuant to the State Contract.
  - C. In the event the State Contract requires the County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on Count's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 9/30/2008
PRODUCER (301)444-4500 FAX: (301)444-4510 BOGART & BROWNELL OF MD, INC. 7529 Standish Place #320  Rockville MD 20855		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED The National Council on the Aging, Inc., DBA: 1901 L Street, NW, 4th Floor  Washington DC 20036		
		INSURERS AFFORDING COVERAGE INSURER A: Hartford Fire Insurance INSURER B: Hartford Casualty INSURER C: Rated by Multiple INSURER D: INSURER E:
		NAIC # 19682 29424 00914

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	42UUNC29518	7/1/2008	7/1/2009	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	42UUNC29518	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	42 RHU UG5221	7/1/2008	7/1/2009	EACH OCCURRENCE \$ 10,000,000
					AGGREGATE \$ 10,000,000
					\$
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	42WBNY5573	7/1/2008	7/1/2009	WC STATU-TORY LIMITS \$
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate of Insurance  
 County of Marin, Department of Health and Human Services, Division of Aging is named as additional insured.

**CERTIFICATE HOLDER**

County of Marin  
 Department of Health and Human Services  
 Division of Aging  
 10 North San Pedro Road  
 Suite 1012  
 San Rafael, CA 94903

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 John Seguin/FD1

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



POLICY NUMBER: 42UUNCZ9518

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

County of Marin, Department of Health and Human Services, Attn: Division of Aging, 10 N. San Pedro Rd.,  
Suite 1012, San Rafael, CA 94903

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insured, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- (1) work, including material, parts or equipment furnished in connection with

such work, on the part (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.