

## **AGREEMENT**

**THIS AGREEMENT** is entered into on \_\_\_\_\_, between the County of Tulare, Health and Human Services Agency (K/T AAA) hereinafter referred to as "COUNTY" and Fresno County Economic Opportunities Commission (FCEOC), hereinafter referred to as "CONTRACTOR" with reference to the following:

1. Congregate and Homebound meal provision and delivery (Title III-C)

### **ACCORDINGLY, IT IS AGREED:**

**1. TERM:** This Agreement shall become effective as of July 1, 2009 and shall terminate on June 30, 2010. No obligations may be incurred after June 30, 2010. The terms of this contract may be renegotiated, amended or renewed for one more year, subject to the approval of both parties.

**1. SERVICES:** CONTRACTOR shall provide the services as set forth in Exhibit "A" entitled Scope of Services, Exhibit "B" entitled Congregation Nutrition Sites, and Exhibit "C" entitled Nutrition Requirements, which Exhibits are made part of this Agreement by reference.

**2. PAYMENT FOR SERVICES:** It is mutually agreed that the COUNTY shall pay CONTRACTOR no more than a maximum of FOUR HUNDRED EIGHTY EIGHT THOUSAND AND 00/100 DOLLARS (\$488,000) for services rendered under this agreement. Expenses for other services or materials not herein listed are neither authorized nor reimbursable. CONTRACTOR shall be paid according to the fee schedule set forth in **Exhibit "A"**, which Exhibit is made part of this Agreement by reference. CONTRACTOR shall submit a detailed invoice monthly to the COUNTY for services rendered.

**2. SPECIAL TERMS AND CONDITIONS:** Information on general assurance, property, audits, confidentiality, nondiscrimination, records, insurance and monitoring are incorporated in **Exhibit "D"**, which exhibit is made a part of this Agreement by reference.

**3. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act (HIPAA) exhibit, attached as **Exhibit "E"** entitled HIPAA Requirement, which exhibit is made a part of this Agreement by reference.

**4. COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with all applicable Federal, State, and local laws, regulations and directives, including, but not limited to, laws regarding conflicts of interest or prohibited activities, such as Government Code sections 1090 et seq., Government Code sections 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission, and Government Code sections 16645 et seq. (influencing union organization activities). With

respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, State and Federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment. If CONTRACTOR is an individual or sole proprietorship, this Agreement is subject to the Independent CONTRACTOR reporting requirements of Unemployment Insurance Code section 1088.8. In such case, CONTRACTOR shall accurately fill out and complete the California Unemployment Development Department's form DE-542 ("Report of Independent CONTRACTOR (S)") and submit it to the COUNTY at the time this Agreement is executed by CONTRACTOR. Failure to provide form DE-542 with complete information by the time specified may, at the COUNTY's option, prevent approval of this Agreement by THE COUNTY, or may be grounds for its termination by the COUNTY, and the COUNTY reserves the right to offset the amount of any fines or penalties imposed on the COUNTY against any sum due or to become due.

**5. INSURANCE:** CONTRACTOR shall provide and keep in force during the term of this Agreement, at no expense to the COUNTY, insurance coverage as detailed in **Exhibit "D"** entitled Special Terms and Conditions, which exhibit is made a part of this Agreement by reference.

**6. INDEPENDENT CONTRACTOR STATUS:**

A. This Agreement is entered into by both parties with the understanding that CONTRACTOR will perform all services required under this Agreement as an independent CONTRACTOR. Nothing in this Agreement shall be construed to constitute CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of the COUNTY, and CONTRACTOR shall advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of the COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and the COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not the COUNTY'S employee, CONTRACTOR is responsible for paying all required State and Federal taxes. In particular, the COUNTY will not:

1. Withhold FICA (Social Security) from contractor's payments.
2. Make State or Federal unemployment insurance contributions on Contractor's behalf.
3. Withhold State or Federal income tax from payments to Contractor.
4. Make disability insurance contributions on behalf of Contractor.
5. Obtain unemployment compensation insurance on behalf of Contractor.

B. Notwithstanding this independent CONTRACTOR relationship, the COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

**7. INDEMNIFICATION:** The COUNTY and CONTRACTOR shall each hold harmless, defend and indemnify the other party, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death, injury and property damage, which any third party or entity asserts to have arisen out of either the COUNTY or CONTRACTOR'S own activities, conduct or omissions, or those of its agents, officers and employees. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created. This indemnification specifically includes any claims that may be made against the COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against the COUNTY alleging civil rights violations by CONTRACTOR under Government Code section 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on the COUNTY for CONTRACTOR'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**8. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and COUNTY and no prior or oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

**9. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

**10. NOTICES:**

A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

CONTRACT UNIT

TULARE HEALTH & HUMAN SERVICES AGENCY

5957 S. Mooney Boulevard

Visalia, CA 93277

Fax No.: 559-737-4059

Phone No.: 559-737-4686

**CONTRACTOR:**

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION

Food Services

3100 W. Nielsen

Fresno, CA 93706

(Phone No.: (559) 266-3663 / Fax No.: (559) \_\_\_\_\_)

B. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**11. CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

**12. NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**13. GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California. CONTRACTOR waives the removal provisions of California Code of Civil Procedure section 394.

**14. WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

**15. EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**16. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

**17. FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of this agreement.

**18. ASSURANCES OF NON-DISCRIMINATION:** Contractor shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by State or Federal law or regulation.

**19. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise; training and experience of Contractor and Contractor's employees and no part of this Agreement may be assigned or subcontracted by Contractor without the prior written consent of the COUNTY. Furthermore, the Contractor shall monitor, evaluate, and document the performance of any and all sub-contractors.

**20. DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by lot from among two nominations provided by each party. All costs and fees required the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

**21. SOFTWARE WARRANTY:** Contractor warrants that any software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will continue processing accurately for the term of this Agreement and any extension thereof and that the use of said software shall not cause incorrect scheduling or reporting or other improper operations or results.

**22. LICENSING AND CERTIFICATION:** Contractor represents that it maintains necessary licensing and certification to provide the services under contract and agrees to notify the COUNTY immediately should that status cease or should any action be initiated which may affect that status.

**23. CONFLICT OF INTEREST:**

A. Contractor agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interests, including, but not limited to Government Code section 1090, et seq., and the Political Reform Act, Government Code section 18000 et seq and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including Contractor for this purpose, from the making of any decision on behalf of the COUNTY in which such officer, employee, consultant or Contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, consultant or Contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on Contractor or any business firm in which Contractor has an interest, with certain narrow exceptions.

B. Contractor agrees that if any facts come to its attention, which raise any questions as

to the applicability of conflicts of interest law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

**24. NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS:** By signing this Agreement Contractor agrees to comply with Title VI and VII of the Civil Rights Act of 1964 as amended; section 504 of the Rehabilitation Act of 1963 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 sections 11135-11139.5, as amended; California Government Code section 12940 (c), (h)(1), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations sections 98000-98413; Title 24 of the California Code of Regulations, section 3105A(e)l the Dymally-Altore Bilingual Services Act (California Government Code sections 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) Parts 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 programs are nondiscriminatory, to the effect that no person shall because of ethnic 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 will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and the Contractor hereby gives assurance that administrative methods/procedures, which have the effect of subjecting individuals to discrimination, will be prohibited.

Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized county, State and Federal government personnel, during normal working hours, to review such books and accounts as needed to ascertain compliance. If there are any violations of this assurance, the State shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider of services, as long as it receives Federal or State assistance.

**25. AVAILABILITY OF FUNDS:** Independent of any other right to terminate set forth in this Agreement, because this Agreement is entered into with the anticipation of certain funds being available, either locally or from the State or Federal governments, if such funding, for any reason, is no longer available, or in the event that the COUNTY determines that it does not have adequate funding, this Agreement shall terminate by the COUNTY giving written notice of immediate termination, or otherwise specifying the effective date of termination.

**26. GRIEVANCE POLICY:** The Contractor shall have a written grievance policy as part of its Policies and Procedures Manual for reviewing and attempting to resolve complaints of older individuals as defined in the Older Americans Act. The Contractor will provide a copy of the Grievance Policy to the COUNTY within 60 days of the start of this contract.

**27. TERMINATION PLAN:** The Contractor will develop and send to the COUNTY within 60 days of the start of this contract a written Termination Plan. This Plan will consist of how the Contractor will transfer its records of clients and data to the COUNTY should this contract be terminated in any way.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

///  
///  
///  
///

COUNTY OF TULARE

Date \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JEAN ROUSSEAU  
County Administrative Officer/Clerk of the Board  
Of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

CONTRACTOR

By Moses Stites

Date 6-9-09

Title Moses Stites, Board Chair

By Roger Palomino

Date 6/9/09

Title Roger Palomino, Board Secretary

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By G. K. [Signature]  
Deputy County Counsel 2009375

Date 6/10/09



## **Exhibit A**

### **FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION SCOPE OF SERVICES**

#### **PART I. Scope of Work**

##### **A. The Contractor shall perform the following:**

1. Deliver meals daily to designated Congregate Nutrition meal sites as identified in Exhibit B; except on approved holidays as identified in Part I, Section B.
2. The K/T AAA staff may approve delivery to a site other than a designated congregate meal site, provided that the K/T AAA is notified in a timely manner by the Contractor.
3. Provide as needed or required by K/T AAA, special catered meals to senior groups and/or meetings at locations other than those identified in Exhibit B, with a minimum advance notice of not less than 10 days from K/T AAA.
4. Deliver meals to Homebound clients (5 meals delivered weekly) at locations provided by K/T AAA staff.
5. Maintain a dedicated telephone line at their facility to receive informational inquiries from 8:00 a.m. to 5:00 p.m., Monday through Friday.
6. Print, copy and distribute K/T AAA certified menus on a monthly basis to all Congregate sites and Homebound clients as required.
7. Distribute K/T AAA produced nutrition education materials, client notices, client satisfaction surveys, or other materials at the direction of the K/T AAA to all Homebound clients.
8. Keep a written log of all complaints received from the Homebound clients and submit to K/T AAA Nutrition Office on a monthly basis.
9. For follow up and safety reasons, notify K/T AAA Nutrition Office of all undeliverable meals to Homebound clients on a daily basis.
10. Collect voluntary donations from Homebound clients in a K/T AAA locked donation box and drop off donation box the following morning at the designated K/T AAA Congregate Nutrition Site(s).
11. Provide Special Holiday meals for Thanksgiving, Christmas, New Years and Easter to Homebound clients.

## **Exhibit A**

### **FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION SCOPE OF SERVICES**

#### **B. Approved Holidays for Congregate Nutrition Sites**

There are a total of ten recognized holidays in which food service will not be provided to congregate meal sites and sites are assumed to be closed:

Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Holiday  
Christmas Eve  
Christmas Day  
New Years Day  
Martin Luther King Day  
Presidents Day

#### **Part II. Assurances**

##### **A. The Contractor shall perform the following:**

1. Time elapsed from completion of cooking to time of delivery to any given congregate site shall not exceed two (2) hours unless authorized in advance by K/T AAA Nutrition Coordinator or Registered Dietitian.
2. Meals shall be delivered to each specified Congregate Nutrition Site no earlier than 10:00 a.m. and not later than 11:45 a.m. on a daily basis unless delivery outside this time period has been approved in advance by the K/T AAA staff and the nutrition site service provider. Regularly scheduled delivery time shall be by mutual agreement of the nutrition site service provider, the K/T AAA, and the Contractor. Hot congregate meals must be received no more than fifteen minutes before or after scheduled delivery time in order to be considered 'on time'.
3. Foods which are served hot must be delivered to Congregate Nutrition Sites at appropriate temperatures to insure food safety. Hot foods must be at 140 degrees Fahrenheit or above at the time of delivery to congregate sites, and frozen meals delivered to Homebound clients must be at appropriate temperatures of 0 degrees Fahrenheit, as required by Title 22, California Code of Regulations, Division 1.8, California Department of Aging; California Retail Food Code (CRFC); and the K/T AAA Senior Meals Program Policies and Procedures manual.
4. Wherever feasible, based on nutrition site storage availability and dishwashing facilities, Contractor will schedule a single stop at each congregate meal site per delivery day. At that single stop, drivers are to pick up the previous service day's pans and/or insulated carriers.

## **Exhibit A**

### **FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION SCOPE OF SERVICES**

5. Food service containers used for meal delivery shall be constructed of such material so as to allow maintenance of heat, ease of transport and durability at the time of meal disbursement. The exterior of the containers shall be clean in appearance at all times. The K/T AAA nutrition staff shall approve the purchase and use of all food service containers.
  6. All vendor meal delivery vehicles and meal delivery equipment shall be maintained clean and meet sanitary food standards for the delivery of food.
- B. K/T AAA staff shall perform the following:
1. Provide the Contractor with locations of Congregate and Homebound meal delivery sites.
  2. Provide the Contractor with nutrition education materials, client notices, client satisfaction surveys, or other materials for distribution to Congregate Nutrition Sites and homebound clients.
  3. Provide the Contractor with total meal count for Congregate Nutrition sites by 12:30 p.m. the day prior to the day in which meals are to be delivered. In so doing, Contractor shall be notified of the actual number of hot meals to be delivered to each site.
  4. Provide the Contractor a 48-hour notice of potential new Homebound clients (name and address); and whenever possible, provide Contractor client termination notices within at least 24-hours of termination.

#### **Part III. Compensation for Services**

- A. Contractor will be compensated for products/services as follows:

Congregate Meals: \$2.99 per meal  
Homebound Meals: \$3.35 per meal  
Delivery Rate: \$34.17/hour

Prices do not include serving utensils or paper supplies, such as plates, napkins, cups, etc.

**Exhibit B**  
**Congregate Nutrition Sites – Tulare County**

**CUTLER-OROSI SENIOR CENTER #5602**

Contact: Isabel Madrid  
Ledbetter Park  
12691 Avenue 408  
Cutler, CA 93615  
PH: 528-6108  
Mon – Fri 8:30 a.m. - 1:20 p.m.  
LUNCH 11:30 a.m.

**EARLIMART SENIOR CENTER #5604**

Contact: Aimee Murphy  
712 E. Washington  
Earlimart, CA 93219  
PH: (661) 849-2232  
Mon – Fri 8:30 a.m. -1:20 p.m.  
LUNCH 12:00 p.m.

**EXETER SENIOR CENTER #5605**

Contact: Veronica Franco  
Carnegie Building  
301 E. E Street  
Exeter, CA 93221  
PH: 592-5960  
Mon, Wed-Fri 8:30 a.m. – 1:20 p.m.  
LUNCH 11:30 a.m.

**GOSHEN SENIOR CENTER**

Contact: Isabel Madrid  
CSET Building  
30498 Diagonal 69  
Goshen, CA 93291  
PH: 651-1030  
Tues & Thurs 9:00 a.m -1:20 p.m.  
LUNCH 12:00 p.m.

**LINDSAY SENIOR CENTER #5608**

Contact: Diana Moreno; Veronica Franco;  
Mary Vasquez; Sharon Zigenbein  
911 No. Parkside  
Lindsay, CA 93247  
PH: 562-5859  
Mon, Wed -Fri 8:30 a.m. -1:20 p.m.  
LUNCH 11:30 a.m.

**PORTERVILLE SENIOR CENTER #5610**

Contact: Jeff Rouleau  
466 E. Putnam  
Porterville, CA 93257  
PH: 782-4725  
Mon - Fri 9:00 a.m. – 1:50 p.m.  
LUNCH 12:00 p.m.

**PORTERVILLE ADULT DAY SERVICES #5611**

Contact: Cheri Taylor  
227 E. Oak Ave.  
Porterville, CA 93257  
PH: 783-9815  
FAX: 784-3649  
Mon –Fri 7:30 a.m. – 5:30 p.m.  
LUNCH 12:00 p.m.

**WOODLAKE SENIOR CENTER #5616**

Contact: Mary Vasquez  
179 N. Magnolia  
Woodlake, CA 93286  
PH: 564-3251  
Mon, Tues - Fri 9:00 a.m. – 1:20 p.m.  
LUNCH 12:00 p.m.

<b>Exhibit C</b> <b>NUTRITIONAL REQUIREMENTS</b>
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Contractor shall incorporate principles of the U.S. Dietary Guidelines for Americans, (DGA), (Fifth edition, 2000), published by the USDA and the U.S. Department of Health and Human Services, and meet the Dietary Reference Intakes (DRI) in preparing the meals. Each daily meal pattern shall meet the minimum one-third (1/3) of the daily DRI requirement. When preparing the meals which include increasing the use of complex carbohydrates and high fiber foods, and decreasing use of high fat and high sodium foods; such as, meal flavorings, stocks, low-fat sauces, cheeses and gravies. The baking, boiling and steaming of foods is strongly recommended over deep-frying. Keep total fat intake between 20 to 35 percent calories, with most fats coming from sources of polyunsaturated and monounsaturated fatty acids such as fish, nuts, and vegetable oil.

Menus must be written for at least a 5-week cycle and should be modified seasonally. Contractor will provide a detailed nutritional meal analysis that complies with the dietary guidelines and DRI nutrition requirements and for recommendation to meet Target Nutrients as demonstrated in Table 1 and specified for the Elderly Nutrition Program, (ENP). Analysis shall be completed for each weekly meal plan and shall be reviewed and approved in advance by either Contractor's dietitian or K/T AAA dietitian. If a nutritional analysis is not feasible then component menu planning may be acceptable (reference Table 2).

1. Each meal must contain a minimum of two (2) ounces of cooked, edible lean meat or alternative as specified below:
  - a. Meat, fish, poultry, eggs, or cheese (or combination thereof) must provide at least 14 grams of protein.
  - b. Ground beef shall not have a fat content in excess of 20% and may be used in entrees no more than twice a week.
  - c. Roast meat, steak, or chops must be served once per week.
  - d. Poultry must be served at least once per week (necks or wings may not be used).
  - e. Ham meals shall be ham-flat, boneless, semi-day, and 95% fat free. And served not more than once per week.
  - f. Legumes such as lima, kidney, navy, black, pinto or garbanzo beans, lentils, black eyed peas and soybeans should not be counted as both vegetable and protein and should be served as often as possible in accordance with participant acceptance.
  - g. Meats shall be fresh or frozen and shall have been slaughtered, processed, manufactured and packaged in plants operated under USDA Inspection Program and bear an appropriate seal.
  - h. Food substitutions to meals originally planned and approved meet the equal nutritional requirements and prior notice must be given to the KTAAA-Nutrition Program office.
  - i. Minimum grading requirements for all grade cuts are as follows:

Beef	- USDA Choice
Lamb	- USDA Choice
Variety Meats	- Grade No. 1 from USDA inspected plants
Poultry	-Longmont + 460 or Bilmar 601 or equivalent
Fish/Seafood	- Fresh or frozen provided that frozen items are a nationally distributed brand, packed under continuous inspection of the US Dept of Interior
Cheese	- USDA Grade "A" non-processed cheese
Eggs	- USDA or State Graded "A"

<p style="text-align: center;"><b>Exhibit C</b> <b>NUTRITIONAL REQUIREMENTS</b></p>
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- j. Breaded food portions shall contain no more than one ounce of breading in addition to the 2 ounces protein portion required. Breaded food items shall be provided not more than once per week.
  - k. Gravies and sauced served with entrée items must be prepared using low-sodium base.
2. Each meal must contain a minimum of two (2) ½ cup servings of vegetables, green salad portion size (1 cup / 8 Ounces), and one (1) ½ cup serving of fruit and as specified:
- a. Fresh, frozen or canned
  - b. Food high in Vitamin A must provide 300 micrograms three times a week for a 5-day meal pattern and 4 times a week for a 7-day meal pattern.
  - c. Same like vegetables should not be served on more that two days per week. Every effort will be made to serve different vegetables in each weekly meal package.
3. Each meal must contain two (2) servings grains or enriched bread (1 oz), or bread alternate. Pasta or rice must contain ½ cup serving portion. At least half of the grains must be whole varieties distributed through each week.
4. Each meal shall contain eight (8) ounces of fortified fat-free milk, low fat, or buttermilk such as, skim, 1% or 2% milk or equivalent. Non-fat dry milk must not be reconstituted and repackaged as part of the meal package.
5. Each meal will shall contain at least two (2) one-half (½ ) cup of servings, drained weight or volume, of different vegetables or fruits or their juices, can be cooked, frozen or canned drained fruit or ½ cup of 100% fruit juice can be counted as a fruit serving.
- a. Frozen, or canned fruit should be packed in juice or light syrup, or without sugar.
6. Meal may contain optional one-half (1/2) cup serving of a dessert or equivalent, not to exceed to un-fruited desserts per week, fruit can be counted as a dessert serving
7. Frozen meals for Homebound Clients shall be packaged as specified:
- a. The availability of five (5) complete meal packages. Each complete meal meeting one-third (1/3) of the daily DRI nutritional requirement.
  - b. Each meal individually packed in a microwaveable tray.
  - c. Individualized compartment tray, must have a clear seal, and labeled (large, bold type) for adult 60 years old or older, with cooking instructions, Microwave cooking instruction should be specify the cooking time at both high and medium temperature.
  - d. Each individual meal must be posted with a "use by" or expiration stamp to label.
  - f. A special holiday meal will be provided each contract year for Thanksgiving Day, Christmas Day, New Years Day and Easter.

<b>Exhibit C</b>
<b>NUTRITIONAL REQUIREMENTS</b>

**Table 1**  
**Target Nutrient**

Nutrient	Target * Value Per meal	Daily Compliance Range
Calories (Kcal)	>550 Kcal	> 550-700 Kcal
Protein	14 grams	14 grams (in the entrée)
Fat (% of total calories)	30%	<35% weekly average
Vitamin A (ug)	250 ug	>250 ug 3 out of 5 days/wk
Vitamin C (mg)	25 mg	25 mg
Vitamin B6 (ug)	0.5 mg	>0.5 mg
Vitamin B12 (ug) **	0.8 ug	0.8 ug**
Calcium (mg)	400 mg	>400 mg
Magnesium (mg)	140 mg	>140 mg
Zinc (mg)**	2.6 mg	>2.6 mg **
Sodium (mg)	< 800 mg	<1,200 mg (over, 1,000 place an icon on the menu)
Fiber (gm)	> 7 gm	> 7 gm
Potassium (gm) **	1565 mg	1565 gm**
Vitamin D	200 IU	200 IU
Vitamin E**	5 IU	Education**

- \* Target Value: This value represents one-third of the DRI for a 1600-calorie range. The 1600-calorie range was chosen based on the requirements for a 70-year old sedentary female.
- \*\* If these elements are not provided to the level noted as a weekly average, the program must educate the participants on how to obtain these elements. This can be recognized from the weekly meal nutrition analysis.

Note: Fortified foods should be used to meet vitamin B12 needs.

### Meal Planning Requirements

All menus that are provided through the Nutrition Services Incentive Program whether prepared on-site, frozen, non-perishable, boxed, or catered must meet the same requirements.

<b>Exhibit C</b> <b>NUTRITIONAL REQUIREMENTS</b>
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## Table 2

### Component Menu Planning

#### State of California Component Meal Pattern Required Elements

Food Group	Required servings per meal	Serving sizes for 1600 calorie level
Lean meat or bean	1 serving 2 ounces per meal	2 ounces = 1 serving
Vegetable	1.3 – 2 servings	½ cup = 1 serving
Fruit	1 serving	½ cup = 1 serving
Bread or Grain	1.7 – 2 servings	1 slices Bread = 1 serving ½ cup of rice or pasta = 1 serving
Milk or milk alternate	1 serving	1 cup or equivalent measure
Fat	Optional	
Dessert	Optional - limit sweets use fruit	Select foods high in fiber and low in fat and sugar

(1) The number of servings per meal estimates provision of 1/3 of the DRIs.

(2) Caloric value (1,600 Kcal/day) based on a 70+ year old female, "sedentary" physical activity level using Table 3 - Estimated Caloric Requirements in Each Gender and Age Group at Three Levels of Physical Activity, from the Dietary Guidelines for Americans, 2005.

#### Meal Planning Requirements

All menus that are provided through the Nutrition Services Incentive Program whether prepared on-site, frozen, non-perishable, boxed, or catered must meet the same requirements.



## **Special Terms and Conditions – Exhibit D**

### **ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

- A. The term “Agreement” or “Contract” shall mean the standard K/T AAA agreement, and exhibits A, B, C, D, and E, amendments and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
  - 1. Standard K/T AAA Agreement and any amendments thereto;
  - 2. Scope of Work, Exhibit A;
  - 3. Special terms and conditions, Exhibit D;
  - 4. Any other documents incorporated herein by reference.
- C. “Contractor” means the legal entity that receives funds from the Area Agency on Aging under this Agreement.
- D. “Reimbursable item” also means “allowable cost” and “compensable item.”
- E. “CFR” means Code of Federal Regulations. “CCR” means California Code of Regulations. “GC” means Government Code. “W & I” means Welfare and Institutions Code. “USC” means United States Code. “PCC” means the Public Contract Code.

## ARTICLE II. ASSURANCES

### A. Law, Policy and Procedures, Licenses, and Certificates

The Contractor agrees to administer this Agreement in accordance with this Agreement, and with all applicable local, State, and Federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

### B. Nondiscrimination

1. The Contractor shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261), (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§43601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

## ARTICLE II. ASSURANCES (Continued)

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

Contractor shall ensure compliance 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 of race, color, religion, or national origin.

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

Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, color, or disability. (22 CCR 98323).(Chapter 182, Stats. 2006)

4. Contractor assures the K/T AAA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).

### C. Standards of Work

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

### D. Conflict of Interest

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

## ARTICLE II. ASSURANCES (Continued)

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

### E. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make a commission in payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the K/T AAA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

### F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and Federal and State income taxes withheld, to designated governmental agencies.

### G. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).
4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3.

H. Disbarment, 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 it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Has not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
  - e. Contractor shall report immediately to the K/T AAA in writing any incidents or alleged fraud and/or abuse by the Contractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the K/T AAA.

I. Agreement Authorization

If a public entity, the Contractor shall submit to the K/T AAA a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the K/T AAA an authorization by the board of directors to execute this Agreement, referencing this Agreement number.

J. 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 K/T AAA for training and meetings which the K/T AAA may find necessary from time to time.

K. Lobbying Certification

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connections 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 connections with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit a Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**ARTICLE III. AGREEMENT**

A copy of this Agreement is on file and available for inspection at the Kings/Tulare Area Agency on Aging, 5957 S. Mooney Blvd, Visalia, California 93277.

#### **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 risk as a mere volunteer and may not be reimbursed or compensated.

#### **ARTICLE V. RECORDS**

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the Final Invoice to the audited financial Statements, letters of agreement, insurance documentation in accordance with this Article, Memoranda and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the K/T AAA and shall make all records pertaining to this Agreement available for inspection and audit by the K/T AAA or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor: (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Audit Branch of the Department of Aging, (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 Department 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 Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- 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 State 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 State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to

Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.

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

## **ARTICLE VII. 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 VIII. MONITORING, ASSESSMENT, AND EVALUATION**

- A. Authorized K/T AAA representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the K/T AAA in the monitoring, assessment, and evaluation processes, which include making any administrative program and fiscal staff available during any scheduled process.

## **ARTICLE IX. AUDITS**

- A. Contractors that expend \$500,000 or more in Federal Awards shall arrange for an audit performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1966, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133 and a copy will be submitted to:

Kings/Tulare Area Agency on Aging  
5957 S. Mooney Blvd  
Visalia, California 93277

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 fiscal year period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

Contractor will ensure that State-Funded expenditures shall be displayed



discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

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

B. This section B applies only to Title III/VII

The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or 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 Senior Farmers Market Program
- 93.041 Special Programs for the Aging-Title VII, Chapter 3-  
Programs for Prevention of Elder Abuse, Neglect, and  
Exploitation (Title VII-B)
- 93.042 Special Programs for the Aging-Title VII, Chapter 2-  
Long Term Care Ombudsman services for Older  
Individuals (Title VII-A)
- 93.043 Special Programs for the Aging-Title III, Part D-Disease  
Prevention and Health Promotion Services (Title III-D)
- 93.044 Special Programs for the Aging- Title III, Part B- Grants  
for Supportive Services and Senior Centers (Title III-B)
- 93.045 Special Programs for the Aging-Title III, Part C-Nutrition  
Services (Title III-C)
- 93.052 National Family Caregiver Support-Title III, Part E
- 93.053 National Services Incentive Program (NSIP)

Cluster of programs means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. "Other Clusters" are as defined by the OMB in the Compliance Supplement or as designated by a State for federal awards the State provides to its subrecipients that meet the definition of a cluster of programs. When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with

§.400 (d) (1) and §400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520 and, with the exception of R&D as described in §.200(c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

- C. The K/T AAA shall ensure that all Contractors expending \$500,000 or more in total Federal funds shall meet the audit requirements of OMB Circular A-133.
1. Ensure that appropriate corrective action has been taken to correct instances of noncompliance with Federal laws and regulations. Corrective action shall be taken within six months after the K/T AAA receives the Contractor's audit report;
  2. Consider whether Contractor audits necessitate adjustment of the K/T AAA's own records; and
  3. Require each Contractor to permit independent auditors to have access to the records and Financial Statements as necessary for the K/T AAA to comply with OMB Circular A-133.
  4. Contractors expending less than \$500,000 in total Federal funds are exempt from Federal audit requirements but records must be available for review.
- D. Ensuring that the requirements of the OMB Circular A-133 are met is generally interpreted to mean that the K/T AAA will ensure that the Contractor's audit was:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed not later than 9 months after the end of the subcontractor's fiscal year. The audit report is due to the K/T AAA not later than 30 days after the completion of the audit.
  2. Properly procured – use OMB Circular A-110 procurement standards; and provide maximum opportunities to small and minority audit firms.
  3. Performed in accordance with Government Auditing Standards – shall be performed by an independent audit and be organization-wide.
  4. All inclusive – includes an audit of the financial Statements; an assessment of internal controls, including tests of transactions; and a

determination of compliance with laws and regulations of all major Federal programs and selected non-major program transactions.

5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.
- E. The Contractor shall include in its contracts with the auditors selected by the Contractor that the auditors will comply with all applicable audit requirements.
- F. The K/T AAA shall have the responsibility of resolving audits of its Contractors. The K/T AAA shall prepare a summary worksheet of results from the audit resolutions performed for all Contractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the K/T AAA performed an independent expense verification review of the Contractor in making the determination; whether audit findings were issued, and if applicable date of management letter.
- G. If the Contractor is not required to obtain an audit in accordance with Section C of this Article, the K/T AAA must determine whether the Contractor expended the funds provided under this Agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the Contractor or through other means (e.g., monitoring/expense verification reviews).

The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the K/T AAA performed an independent expense verification review of the Contractor in making the determination; whether audit findings were issued, and if applicable date of management letter.
- H. The California Department of Aging shall have access to all audit reports of the K/T AAA and Contractor and has the option to perform audits and/or additional work, as needed.
- I. Unless prohibited by law, the cost of audits made in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars.
- J. Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. Contractor may not charge to Federal Awards the cost of auditing a non-Federal entity which has Federal awards of less than \$500,000 per year, and is thereby

exempted under OMB Circular A-133, Subsection .200(d).

- K. The Contractor shall cooperate with and participate in any further audits, which may be required by the State or K/T AAA.

## **ARTICLE X. INSURANCE**

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
  - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the K/T AAA in cases of higher than usual risks.
  - 2. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered.
  - 3. Worker's Compensation Insurance coverage
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
  - 1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the K/T AAA, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
  - 2. The Certificate of Insurance shall provide the Statement: "The Kings/Tulare Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
  - 3. The K/T AAA shall be named the certificate holder and the address must be listed on the certificate.

- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the K/T AAA, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the K/T AAA may, in addition to any other remedies it may have, terminate this Agreement.
- E. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the K/T AAA with this Agreement.
- F. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

## ARTICLE XI. TERMINATION

### A. Termination for Convenience

The K/T AAA may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if the K/T AAA determines that a termination is in the K/T AAA's interest. The K/T AAA shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective thirty (30) days from the delivery of the Notice of Termination. The parties agree that, as to the termination portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void

### B. Termination for Default

The K/T AAA may by written notice of default to the Contractor, terminate this Agreement, in whole or in part, as a consequence of any of the following events:

1. A violation of the law or failure to comply with any condition of this Agreement.
2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

3. Failure to comply with reporting requirements.
  4. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the K/T AAA or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
  5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
  6. 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.
  7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
  8. The commission of an act of bankruptcy.
  9. Finding of debarment or suspension, Article II I.
  10. The Contractor's organizational structure has materially changed.
- C. Such termination of this Agreement shall take effect immediately in the case of threat to life, health, or safety of the public or, in all other cases, upon thirty (30) days subsequent to written notice to the Contractor. The notice shall describe the action being taken, 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 K/T AAA and of the procedure for doing so.
- D. In the event of a termination notice, the K/T 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.
- E. The K/T AAA may determine that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 for local governments and 45 CFR 74.14 for nonprofit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

## **ARTICLE XII. 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 K/T AAA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

## **ARTICLE XIII. DISSOLUTION OF ENTITY**

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

## **ARTICLE XIV. 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 K/T 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 XV. 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, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the K/T AAA for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the K/T AAA.
- C. All other notices with the exception of those identified in Article VII.B. shall be addressed to the Kings/Tulare Area Agency on Aging, 5957 S. Mooney Blvd, Visalia, California 93277. Notices mailed to the Contractor shall be to the address indicated in Section 15: "Notices" of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

## **ARTICLE XVI. K/T AAA CONTACT**

- A. The K/T AAA will provide the Contractor with the name of the K/T AAA's contact to request revisions, waivers, or modifications affecting this Agreement upon full execution of this Agreement.
- B. The Contractor shall submit the name of its Contract Representative for this Agreement by submitting a Contract Representative form to the K/T AAA. This form requires the contact's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Contract Representative form to the same address.

## **ARTICLE XVII. INFORMATION INTEGRITY AND SECURITY**

- A. Information Assets  
The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e. public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 4841.2., GC Section 11019.9, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34)  
Information assets include (but are not limited to):
  - a. Information collected and/or accessed in the administration of the State programs and services.
  - b. Information stored in any media form, paper or electronic.
- B. Encryption on Portable Computing Devices  
The Contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).
- 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 State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
  - 2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not



- identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristics assigned to the individual, such as finger or voice print or a photograph.
  4. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
  5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
  6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov) within 30 days of the start date of the Contract/Agreement or within 30 of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. Contractor may substitute CDA's Security Awareness Training program for its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
3. All employees and volunteers who handle personal, sensitive, or confidential information relating to CDA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPPA)

The Contractor agrees to comply with the privacy and security requirements of the HIPPA to the extent applicable and to take all reasonable efforts to implement HIPPA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPPA.

**F. Security Incident Reporting**

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

**G. Notification of Security Breach to Data Subjects**

- i. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.
- ii. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore the system integrity are required.
- iii. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

**H. Software Maintenance**

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

## **ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA**

**A. Copyrights**

1. If any material funded by this Agreement is subject to copyright, the State and K/T AAA reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. The Contractor may request permission to copyright material by writing to the Director of the California Department of Aging. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.

If the material is copyrighted with the consent of the Department, the State reserves 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 to the author.

3. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. 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 Department. The Department 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, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a Statewide basis.
3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, the State 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 California Department of Aging"; (b) give the name of the entity, the address, and the 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 California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”

**Exhibit "E"**  
**HIPAA REQUIREMENT**

The Health insurance Portability and Accountability Act of 1996 (HIPAA)

- A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
1. *Business Associate.* "Business Associate" shall mean CONTRACTOR.
  2. *Covered Entity.* "Covered Entity" shall mean the Kings/Tulare Area Agency on Aging (K/T AAA).
  3. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  4. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  5. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  6. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
  7. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- B. Obligations and Activities of CONTRACTOR
1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
  2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
  4. CONTRACTOR agrees to report to K/T AAA any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
  5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of K/T AAA agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to

provide access, at the request of K/T AAA, and in the time and manner requested by K/T AAA, to Protected Health Information in a Designated Record Set, to K/T AAA or, as directed by K/T AAA, to an Individual in order to meet the requirements under 45 CFR 164.524

6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the K/T AAA directs or agrees to pursuant to 45 CFR 164.526 at the request of K/T AAA or an Individual, and in the time and manner requested by K/T AAA
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, K/T AAA to the K/T AAA, in a time and manner requested by K/T AAA for purposes of determining CONTRACTOR's and/or K/T AAA's compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for K/T AAA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528
9. CONTRACTOR agrees to provide to K/T AAA or an Individual, in a time and manner requested by K/T AAA, information collected in accordance with this Agreement, to permit K/T AAA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528

C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, K/T AAA, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by K/T AAA or the minimum necessary policies and procedures of the K/T AAA.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was

disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to K/T AAA as permitted by 42 CFR 164.504(e)(2)(i)(B)
4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of K/T AAA

1. K/T AAA shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of K/T AAA in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information.
2. K/T AAA shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information
3. K/T AAA shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that K/T AAA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information.

F. Permissible Requests by K/T AAA: Except as otherwise provided herein, K/T AAA shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by K/T AAA

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for K/T AAA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of the parties under Section \_\_ of this Agreement shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit K/T AAA to comply with the Privacy Rule.

**Exhibit "F"**  
**INSURANCE REQUIREMENTS**

*CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees or subcontractors, if applicable.*

**A. Minimum Scope & Limits of Insurance**

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of \$1,000,000.

**B. Specific Provisions of the Certificate**

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance have to meet the following requirements:
  - a. *Name the COUNTY, Its officers, agents, employees and volunteers, individually and collectively, as additional insureds.*
  - b. *State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.*
  - c. *Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.*
1. The Certificate of Insurance for Workers Compensation, should include the following:
  - a. *Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

**C. Deductibles and Self-Insured Retentions**

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

**D. Acceptability of Insurance**

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

**E. Verification of Coverage**

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.



### **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.

This endorsement, effective June 04, 2009

Forms a part of policy no.: 2004824

Issued to: Fresno County Economic Opportunities Commission

By: Lexington Insurance Company

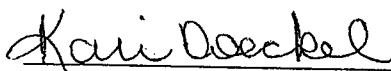
**ADDITIONAL INSURED ENDORSEMENT – PRIMARY AND  
NON-CONTRIBUTORY**

It is agreed the HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART and HEALTHCARE GENERAL LIABILITY COVERAGE PART is amended by adding the following as Additional Insured:

- \* Tulare County Health & Human Services Agency, its officers, agents, employees and volunteers, individually and collectively

It is also agreed that the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance and any insurance maintained by the Additional Insured shall be non-contributory but only with respect to any claim or suit arising out of the conduct of your business.

All other terms, conditions and exclusions of the Policy remain unchanged.



AUTHORIZED REPRESENTATIVE

### **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.

This endorsement, effective 12:01 AM: September 01, 2008

Forms a part of policy no.: 2004824

Issued to: Fresno County Economic Opportunities Commission

By: Lexington Insurance Company

#### ADDITIONAL INSURED ENDORSEMENT

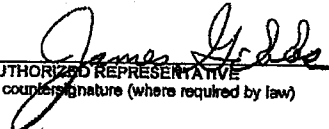
The Policy is amended as follows:

Section II. WHO IS AN INSURED of the HEALTHCARE GENERAL LIABILITY COVERAGE PART is amended by adding the following:

- As per Certificates on File with Lexington Insurance Company

but only as respects liability arising out of the conduct of your business.

All other terms, conditions and exclusions of the policy remain unchanged.

  
AUTHORIZED REPRESENTATIVE  
or countersignature (where required by law)

79531 (5/02)  
HC0311

### 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.

**NonProfits' United  
Vehicle Insurance Pool  
Vehicle Liability Coverage  
Additional Covered Party Endorsement**

The Who Is Covered section of your Vehicle Liability Insurance is changed by adding the following:

Who Is Covered includes any person or organization from whom you have leased an auto, from whom you have received funding for your operations, or for whom you provide services. These persons or organizations are protected, if they require to be named, and you agree to name them, as an additional insured, if indicated on the attached Certificate of Coverage, but only with respect to liability arising out of the ownership, use, maintenance, loading or unloading of a covered auto.

**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 on the certificate, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Premium Payments:**

Those persons or organizations are not responsible for paying premiums for your coverage.

**Insured and Policy Number:**

As shown on Certificate of Insurance attached.

**Effective Date:** 7/1/2008

**Authorized Representative:**



## **Lexington Insurance Company**

### **Additional Insured Endorsement**

This endorsement changes your Commercial Auto Insurance.

#### ***How Your Coverage Is Changed***

The Who Is Insured section of your Liability Agreement is changed by adding the following:

Who Is Insured includes any person or organization from whom you've leased an auto, from whom you've received funding for your operations, or for whom you provide services. These persons or organizations are protected, if they required to be named, and you agree to name them, as an additional protected person, evidence of which is shown on Certificates of Insurance on file with us, but only with respect to liability arising out of ownership, use maintenance, loading or unloading of a covered auto.

Leased autos, as per the schedule on file with us, will be covered as if they are autos you own, not hired autos. But coverage on any leased auto will end on the expiration date of the lease; or when the person or organization who leased the auto to you or their agent takes back the auto; or when the policy ends; whichever happens first.

Leased auto means an auto, including any substitute or replacement auto that you've leased under a written agreement that requires you to provide direct primary insurance on the auto.

#### ***Cancellation***

The Cancellation section in the General Rules is changed by adding the following:

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.

#### ***Other Terms***

All other terms of your policy remain the same.

Those persons or organizations aren't responsible for paying premiums for your insurance.

**Name of Insured:** Fresno County Economic Opportunities Commission

**Policy Number:** 6502246

**Effective Date:** 7/1/2008

Subject: Certificates of Insurance  
Received: Tue, 9 Jun 2009 13:48:03 -0400  
From: <kari.doeckel@willis.com>  
To: <scasper@fresnohhea.org>  
Cc: <gary.joseph@fresnohhea.org>, <wames@fresnohhea.org>  
Attachment: 20090609101112381.pdf

As requested, attached are the certificates of insurance for the Congregate and Homebound Meal Provision and Delivery (Title III-C). Please call me with any questions.

Thank you!

Kari Doeckel, CISR, CIC

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Willis Insurance Services of California, Inc.  
P.O. Box 40022 (93755-4022)  
5 River Park Place West, Suite 303  
Fresno, CA 93720 \* CA License # 0371719

direct: 559-256-6234  
toll free: 800-274-6974  
fax: 559-436-2500  
email: kari.doeckel@willis.com

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For information pertaining to Willis' email confidentiality and monitoring policy, usage restrictions, or for specific company registration and regulatory status information, please visit [http://www.willis.com/email\\_trailer.aspx](http://www.willis.com/email_trailer.aspx)

We are now able to offer our clients an encrypted email capability for secure communication purposes. If you wish to take advantage of this service or learn more about it, please let me know or contact your Client Advocate for full details.

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ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 6/8/2009	
<b>PRODUCER</b> HRH of Central California 5 River Park Place West, Suite 303 P O Box 40022 Fresno CA 93755-4022				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.			
<b>INSURED</b> Fresno County Economic Opportunities Commission 1920 Mariposa Mall, Suite 300 Fresno CA 93721				<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:			
<b>COVERAGES</b>							
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 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 <input checked="" type="checkbox"/> BI/PD Ded \$10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2004824	9/1/2008	9/1/2009	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPOP AGG \$2,000,000		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$		
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
A	OTHER Healthcare Professional Liability Claims Made	2004824	9/1/2008	9/1/2009	\$2,000,000 Each Incident \$4,000,000 Aggregate \$10,000 BI/PD Ded.		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Re: Congregate and Homebound Meal Provision and Delivery (Title III-C). The Kings/Tulare Area Agency on Aging, its officers, agents, employees, and servants are included as Additional Insureds with respect to work performed by the State of California under the agreement referenced about per the endorsement attached with respects to General Liability.							
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION*10 Days for Non-Payment of Premium			
Kings/Tulare Area Agency on Aging 5957 South Mooney Blvd. Visalia CA 93277-9394				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 <i>Mark Jindal</i>			

CERTHOLDER COPY

NE

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 08-08-2009

GROUP: 000587  
POLICY NUMBER: 0001212-2008  
CERTIFICATE ID: 88  
CERTIFICATE EXPIRES: 01-01-2010  
01-01-2009/01-01-2010

TULARE CO. HEALTH & HUMAN SERVICES AGENCY NE  
5957 S MOONEY BLVD  
VISALIA CA 93277-9394

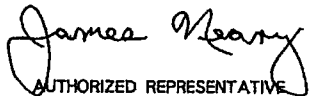
JOB: CONGREGATE AND HOMEBOUND MEAL PROVISION  
AND DELIVERY

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

— ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2009-08-08 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:  
TULARE CO. HEALTH & HUMAN SERVICES AGENCY

EMPLOYER

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION  
1920 MARIPOSA MALL STE 300  
FRESNO CA 93721

[B10,NE]

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		NONPRUIT	DATE (MM/DD/YYYY) 6/8/2009
PRODUCER	Commercial Lines - (650) 839-6000 Wells Fargo of California Insurance Services Inc. 305 Walnut Street Redwood City, CA 94063-1731	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	Fresno County Economic Opportunities Commission 1920 Mariposa Mall, Suite 300  Fresno CA 93721	INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: NonProfits' United Ins Vehicle Pool	
		INSURER B: Lexington Insurance Company	19437
		INSURER C:	
		INSURER D:	
		INSURER E:	

## 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	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPROP AGG \$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	NPU1000-08	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$
B		\$1M xs \$1M Retention	6502246	07/01/08	07/01/09	\$1,000,000 Ea. Occurrence \$1,000,000 Aggregate

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Member #0602. Any Auto means any covered auto under the NPU Vehicle Insurance Program. Tulare County Health & Human Services Agency, its officers, agents, employees, and volunteers, individually and collectively and Kings/Tulare Area Agency on Aging, its officers, agents, employees, and servants with respect to the work performed for the State of California under this Agreement are included as Additional Insured per the attached endorsements.  
Re: Congregate and Homebound Meal Provision and

## CERTIFICATE HOLDER

Tulare County Health & Human Services Agency  
5957 South Mooney Blvd.  
Visalia, CA 93277-9395

## CANCELLATION Ten Day Notice for Non-Payment

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 C. Celly*

CERTHOLDER COPY

NE

**STATE**  
COMPENSATION  
INSURANCE  
**FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

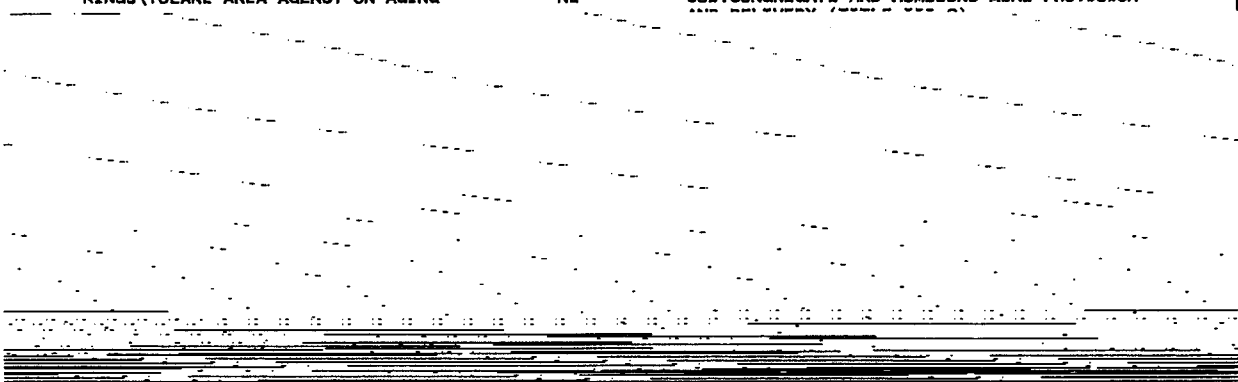
ISSUE DATE: 06-08-2009

GROUP: 000587  
POLICY NUMBER: 0001212-2008  
CERTIFICATE ID: 97  
CERTIFICATE EXPIRES: 01-01-2010  
01-01-2009/01-01-2010

KINGS\TULARE AREA AGENCY ON AGING

NE

JOB: CONGREGATE AND HOMBOND MEAL PROVISION



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YY) 6/9/2009	
<b>PRODUCER</b> HRH of Central California 5 River Park Place West, Suite 303 P O Box 40022 Fresno CA 93755-4022				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.			
<b>INSURED</b> Fresno County Economic Opportunities Commission 1920 Mariposa Mall, Suite 300 Fresno CA 93721				<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:			
<b>COVERAGES</b> 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	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 <input checked="" type="checkbox"/> BI/PD Ded \$10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2004824	9/1/2008	9/1/2009	EACH OCCURRENCE	\$2,000,000	
					FIRE DAMAGE (Any one fire)	\$500,000	
					MED EXP (Any one person)	\$5,000	
					PERSONAL & ADV INJURY	\$2,000,000	
					GENERAL AGGREGATE	\$4,000,000	
					PRODUCTS - COMP/OP AGG	\$2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ex accident)	\$	
					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	\$	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC STATU- TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT					\$	
						\$	
						\$	
A	OTHER Healthcare Professional Liability Claims Made	2004824	9/1/2008	9/1/2009	\$2,000,000 \$4,000,000 \$10,000	Each Incident Aggregate BI/PD Ded.	
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> Re: Congregate and Homebound Meal Provision and Delivery (Title III-C. Tulare County Health & Human Services Agency, its officers, agents, employees and volunteers, individually and collectively are included as Additional Insureds with respects to General Liability per the endorsement attached. General Liability Insurance for the benefit of the Additional Insured shall be primary insurance and any insurance maintained by the Additional Insured shall be non-contributory.							
<b>CERTIFICATE HOLDER</b> Tulare County Health & Human Services Agency 5957 South Mooney Blvd. Visalia CA 93277		<b>ADDITIONAL INSURED; INSURER LETTER:</b>		<b>CANCELLATION*10 Days for Non-Payment Premium</b> 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.			
				<b>AUTHORIZED REPRESENTATIVE</b> <i>Mark Jindal</i>			