

MASTER AGREEMENT

Heritage Area Agency on Aging and Kirkwood Community College (collectively hereinafter “Heritage”) and **Subcontractor**. (hereinafter “Subcontractor”) have entered into this Master Agreement, which may be supplemented by one or more amendments (“Amendment”) or one or more attachments (“Attachment”) pursuant to the terms contained herein. Therefore, the parties agree as follows:

1. **Purpose.** The primary purpose of this Agreement is to provide funding for the Subcontractor to administer the program(s) listed below for eligible persons residing in the Iowa counties identified in this Agreement:

| Program | County/ies | Funding | Source | Units | CFDA# | Payment | Registered Service/Network Consumer Intake Form required |
|----------------|-------------------|----------------|---------------|--------------|--------------|----------------|---|
| | | | | | | | |

2. **Interpretation.**

2.1 **Inconsistency.** In the event of any inconsistency between the provision of the Amendment and the other provisions of this Master Agreement, the Amendment will prevail.

2.2 **Single Agreement.** The dealings between the parties are entered into in reliance on the fact that this Master Agreement and all Amendments and Attachments form a single agreement between the Parties (collectively hereinafter “Agreement”).

3. **General Terms and Conditions.**

3.1 **Term.** This Agreement shall be effective July 1, 2017 (“Effective Date”) through June 30, 2018 with the possibility of a one year extension, unless modified in writing as set forth in this Agreement or otherwise terminated under the provisions of this Agreement. This Agreement is effective for up to two fiscal years upon the availability of funds and the other provisions of this Agreement, with an annual RFP update completed by the Subcontractor in a format provided by Heritage.

3.2 **Reimbursement.** Heritage shall reimburse the Subcontractor up to the amount(s) set forth above for actual expenses incurred under the terms of this Agreement in accordance with the attached budget identified as Attachment A. Notwithstanding any provision herein, this Agreement is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, Heritage may unilaterally take appropriate action including but not limited to, reducing existing service authorization, immediate termination of this Agreement, or reducing the maximum dollar amount of this Agreement.

3.3 **RFP Terms.** Subcontractor’s FY 2018 RFP proposal as approved by or as modified by Heritage in the Award letter for each program listed above is incorporated by reference herein as if fully set out in this Agreement. All terms and conditions in the Subcontractor’s RFP proposal are considered contractual obligations herein and in the case of any inconsistencies between the Subcontractor’s RFP proposal and this Agreement, the provisions of this Agreement prevail.

3.4 Compliance. The Subcontractor agrees to comply with Heritage service definitions and units of service provisions included in the RFP packet or as updated.

4. Subcontractor's Representations.

4.1 Certification Regarding Certain Persons. The Subcontractor certifies that they or any person associated with this Agreement are not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the IDA in which this transaction originated.

4.2 Certification Regarding Lobbying. The Subcontractor certifies that no federal appropriated funds have been paid or will be paid on behalf of the Subcontractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extensions, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement. 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 the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with this Contract, the Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.3 Certification Regarding Drug Free Workplace. The Subcontractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace
 - b. the person's policy of maintaining a drug-free workplace
 - c. any available drug counseling, rehabilitation, and employee assistance programs and
 - d. the penalties that may be imposed upon employees for drug abuse violations.
3. Making it a requirement that each employee associated with providing services under this Agreement be given a copy and notifying them that it is a condition of employment to abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
4. Notifying Heritage within 10 days after receiving notice above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703.

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of above.

4.4 Certification Regarding Certain Facilities. The Subcontractor hereby acknowledges that Heritage does not fund services of any kind for persons in assisted living facilities, residential care facilities, and/or nursing facilities except Heritage may fund case management and/or legal assistance services for such persons. The Subcontractor hereby represents that the funds under this Agreement shall be used in accordance with the provisions of this paragraph.

4.5 Federal Funding Accountability and Transparency Act. The Subcontractor hereby acknowledges, certifies and represents that Subcontractor is in compliance with the Federal Funding Accountability and Transparency Act (FFATA) and possesses a Dun & Bradstreet Numbering System (DUNS) number. Furthermore Subcontractor certifies and represents it will maintain an active and current profile in the Central Contractor Registration (CCR).

5. Conflict of Interest. The Subcontractor certifies it has safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Subcontractors shall report any potential, real or apparent conflict of interest to Heritage.

6. Subcontractor's Duties and Responsibilities.

6.1 Partnership. The Subcontractor agrees to be an active partner in the Aging Network of the region that is comprised of the counties where the program(s) are administered. As an active partner, the Subcontractor will:

1. Be providing services to older adults and will also have knowledge about where additional services for older adults may be obtained.
2. Actively work with Heritage to ensure a cooperative spirit and association which represents the Aging Network in a positive manner, while addressing the needs of the target population and producing positive outcomes to common goals.
3. Acknowledge Heritage as the funding source for programs that are partially or fully supported by Heritage in program promotion through written and/or verbal acknowledgements.
4. Acknowledge Heritage as a funding partner in agency materials such as websites, brochures and other items as appropriate.

6.2 Client Eligibility, Program Requirements, Spending Down and Matching

1. The Subcontractor shall use Heritage funds to provide services only to clients, participants, and/or enrollees who meet the eligibility criteria set forth in the funding source for the specific program funded under this Agreement as identified in Article I set forth above. Eligibility criteria are set forth in the taxonomy contained in the RFP proposal and is incorporated by reference herein. Notwithstanding any other provision in this Agreement or associated RFP, Heritage shall not be responsible for any payment to the Subcontractor or any Subcontractor client for any funds above and beyond what a particular client receives from a third

party for an Elderly Waiver. Any monies mistakenly paid to the Subcontractor in association with this subsection shall be returned to Heritage within thirty (30) days of Heritage notifying the Subcontractor. This subsection does not create an obligation on Heritage to pay for any monies associated with the Elderly Waiver.

2. The Subcontractor shall ensure that each program funded under this Agreement shall meet all other program requirements contained in this Agreement and in the funding attachments to this Agreement.

3. The Subcontractor shall spend down the funds under this Agreement at a rate comparable to other funds of the Subcontractor.

4. The Subcontractor's performance and spend down will be evaluated at least on a quarterly basis by Heritage. Subcontractors that are underperforming and a lack of funding exists in another area of need, in accordance with Section 3.3.(2) above, may have dollars awarded reallocated to meet other needs after the 3rd Quarter of the contract year.

5. The Subcontractor shall match the Heritage total program budget associated with this Agreement with 25% of matching funds which can include in-kind, state, and local funds.

6.3 Reporting

1. Monthly Reports: The Subcontractor shall submit all monthly units of service reports, Network Consumer Intake Forms, rosters, and other reports as required by Heritage to the Contract Monitor or designee, by the tenth of each month following the end of the month being reported, unless otherwise specified. Copies of the required reports' frameworks have been provided to the Subcontractor and templates of such frameworks are attached as an Exhibit to this Agreement.

2. Financial Reports.

a. The Subcontractor shall submit a POS billing form for purchase of service contracts to Heritage for units of service as set forth in this Agreement on a monthly basis.

b. The Subcontractor shall submit a financial report on a quarterly basis for grant funded contracts.

c. The Subcontractor shall submit a quarterly financial report as follows:

1st quarter of July, August & September is due October 10;

2nd quarter of October, November, & December is due January 10;

3rd quarter of January, February & March is due April 10; and

4th quarter of April, May, & June is due July 10. This report is the Year-End Report.

d. The Subcontractor shall submit a Year-End Report in the format provided by Heritage detailing program revenues and expenses. This report is due on July 10.

e. The Subcontractor shall have policies and procedures regarding program expenditures and unit allocations. These procedures shall establish a mechanism that ensures separation between multiple funding sources within a single service funded by Heritage.

f. Heritage will provide the report form for the financial reports required of the Subcontractor.

g. The Subcontractor's designated representative must sign each report.

3. General Report Requirements for Monies Associated with this Agreement.

a. Subcontractor shall establish and maintain a system of financial controls and accounting in conformance with generally accepted accounting principles.

b. Subcontractor shall maintain accurate and complete financial records of all costs and operating expenses in connection with this Agreement.

c. Subcontractor shall maintain a log of volunteer hours if such dollars are used as financial match. Volunteer logs shall include the volunteers' name, date and hours worked. Such logs must be provided to Heritage with the Quarterly Financial Match Report.

d. The financial records must show that funds received under this Agreement are used for purposes consistent with the terms of this Agreement.

e. Heritage will withhold payments (Grant or POS) for Registered and Non-Registered Programs funded by this Agreement until all required reports are submitted and are completely accurate.

f. The Subcontractor will make reasonable efforts to submit additional information requested by Heritage for information to enable Heritage to seek program funding.

g. Heritage will allow changes and/or corrections to Network Consumer Intake Form, roster, unit reports, POS billing forms up to sixty (60) days from the due date of the report. Revisions to these reports will not be allowed beyond this timeframe. Any subcontractor that is consistently making gross reporting errors may be required to submit a plan of correction and could be grounds for termination of contract.

h. **Modifications to Reports:** Modifications to reports are allowed up to sixty (60) days from the due date of the report, however, decreases in reported units or financial match are not allowed after the reporting period of the State Fiscal Year (June 30th) or the Federal Fiscal Year (September 30th). This data has already been provided by Heritage to state and federal entities.

i. **Final Unit Report:** The Subcontractor may submit a final report to Heritage by July 10 to correct report errors or identify data discrepancies that fall within the allowable revision period identified above (c). No corrections or

amendments to the final unit report will be accepted after July 10. Final payment under this contract will be based upon the final report submitted.

j. Final Financial report and Year-End reports are due July 10.

k. Heritage may suspend payments or terminate this Agreement for repeated failure to comply with the monthly and financial reporting requirements. "Repeated" shall mean at least two material failures in a twelve (12) month period.

l. The Subcontractor agrees to comply and submit accurate and complete Network Consumer Intake Form registration information, if required by this Agreement. All fields of the Network Consumer Intake Form MUST be completed to receive payment for services rendered for an individual. The Subcontractor understands this information is necessary to enable Heritage to draw down funds through Congress and the Iowa Legislature and to justify the need for program funding.

m. Subcontractors receiving funds under this Agreement associated with a Grant shall submit monthly unit reports to trigger any payment. The monthly unit report shall be in addition to any other report required under this Agreement.

4. Modifying report forms. Heritage may modify unit or financial report forms so long as the modification does not substantially change the effort or work required by the Subcontractor to complete the modified form. Notwithstanding the previous sentence, Heritage may make modifications if required to do so by any statute, law or regulation, and/or by request of the Iowa Department on Aging or Administration on Aging. In the event Heritage approves a budget or unit revision in writing, it will provide a revised report form to the Subcontractor. Subcontractor shall not modify any Heritage form without the written consent of Heritage.

5. Original Report. The Subcontractor will submit a signed original report to Heritage. Other monthly reports shall be submitted in the format provided by Heritage.

6. Changes in Management or Representative. The Subcontractor will notify Heritage in writing within 14 calendar days of any changes in management or change in authorized program representative for the designated programs.

7. Outcome measures. The Subcontractor shall collect and submit program outcome data to Heritage as requested.

8. Documentation. The Subcontractor shall maintain all financial and program operation records that are necessary to document the requirements of this Agreement. Subcontractor shall maintain all records for this Agreement for five (5) years from the date of the termination of this Agreement or for one year after the resolution of any outstanding administrative, program or fiscal audit question or legal action, whichever occurs later.

a. Program inspection. Subcontractor shall make all books and records that relate to activities under this Agreement available at all reasonable times for inspection, review, and audit by authorized representatives of Heritage, and/or state or federal authorities. Such books and records include any information related to the entity's formation and legal status, education of the entity's governing body

with respect to their duties as a governing body, procedures followed with respect to reviewing employees, policies, and procedures and legal compliance.

b. Cooperative Spirit. Subcontractor and Heritage shall ensure the complete cooperation of its employees, agents and board members, and actively encourage free and open communication in any review, audit, or inspection conducted by authorized representatives of Heritage, and/or state or federal authorities.

6.4 Audit. The Subcontractor shall have an annual audit by a Certified Public Accountant of funds provided under this Agreement in accordance to the single program audit as described in OMB-A-133 unless an audit is otherwise excepted under this Agreement. If an audit is performed by a CPA for Subcontractor which includes the funds under this Agreement, such an audit will be acceptable to Heritage. The Subcontractor shall provide Heritage with a copy of the audit.

1. Copy. A copy of the audit for the previous fiscal year is due to Heritage by March 31st. An extension of this deadline may be granted by Heritage if the Subcontractor submits a written request for extension prior to the deadline and receives Heritage's permission.

2. Waiver. If an audit is not required and is not completed for another reason by the Subcontractor, the Subcontractor shall send an official request in writing to Heritage for approval of a "waiver of audit requirement." This request shall be received for the previous fiscal year by March 31st.

3. Corrective Actions. Heritage may make recommendations and findings after reviewing the Subcontractor's audit report. The Subcontractor will comply with any corrective actions specified by Heritage.

6.5 Insurance and Indemnification.

1. Assurance. The Subcontractor shall submit an assurance of insurance coverage annually to Heritage by July 31st. The certificate shall include the Heritage Area Agency on Aging and Kirkwood Community College as additional insureds. The Subcontractor is responsible to provide Heritage with an updated copy of any changes to insurance coverage and at renewal. Upon written request by Subcontractor, Heritage, in its sole discretion, may waive any insurance requirement.

Minimum insurance coverage shall be as follows:

- a. Employee bonding - \$5,000 minimum
- b. Comprehensive General liability - \$1,000,000 minimum per occurrence
- c. Workers compensation - Statutory
- d. Employer's liability - \$100,000 for each accident/\$500,000 for bodily injury by disease policy limit/\$100,000 bodily injury by disease for each employee
- e. If the Heritage funded program includes the transportation of clients by the Subcontractor then Subcontractor shall have \$1,000,000 of auto liability.

2. Indemnification. Subcontractor shall indemnify and hold Heritage harmless against any and all loss or damage claims resulting from any party filing a lawsuit or other claim against the Subcontractor or Heritage wherein it is alleged that damages were caused by the Subcontractor or its employees' or agents' errors, acts, or omissions.

a. Subcontractor shall defend any such claim or suit against Heritage arising out of the provision of goods or services established by this Agreement. Heritage shall promptly provide documents to Subcontractor that are necessary to defend any such suit.

b. Heritage shall not incur any expense in defending any such suit. Any incurred expense shall be paid and/or reimbursed by the Subcontractor.

c. Heritage shall not make any settlement of any such suit without the Subcontractor's consent unless the Subcontractor unreasonably withholds such consent.

d. The Subcontractor shall not settle any claim or suit without first obtaining the written consent of Heritage. Such consent shall not unreasonably be withheld.

6.6 Compliance with Statutes and Regulations

1. Statutes and Regulations. Subcontractor shall comply with all Federal, State, and local statutes, laws, rules, regulations, codes, and ordinances (collectively hereinafter "Laws") effective at the inception of this Agreement and that become effective during the term of this Agreement relating to performance under this Agreement.

2. Discrimination. The Subcontractor will not discriminate based on age, color, creed, familial status, gender identity, marital status, mental disability, national origin, physical disability, race, religion, sex, sexual orientation, or political affiliation in its employment practices or the provision of services except where it is a requirement of law.

3. Posting. The following policies and/or procedures shall be posted by the Subcontractor in a prominent program area.

- a. Anti-discrimination Statement or Policy
- b. Grievance Procedure
- c. Evacuation Plan
- d. Other program specific policies as described in program assurances.

6.7 Safety and Accessibility

1. Facilities. The facility/ies housing the programs in this Agreement shall fully comply with federal, state, or local health, fire, safety, sanitation, accessibility and licensure requirements.

2. Evacuation. The Subcontractor shall assure safety to its participants by posting in a prominent location easily identifiable written evacuation procedures to be followed in case of fire and/or weather related emergency.

3. Disaster. The Subcontractor shall have appropriate procedures to respond in the event of a community disaster. The Subcontractor shall coordinate these procedures with Heritage's regional plan and/or other agencies/governments/law enforcements participating in community disaster preparedness and response efforts. The plan shall also be explained to program participants and Heritage staff.

4. Emergency. The Subcontractor shall work with Heritage and the aging network in times of emergency and participate in drills and plan activation as appropriate and as required by Heritage. During any activation period, Heritage expects all Subcontractors and the aging network to communicate, assist with assessing the impact of the emergency on populations served and to retain to normal program functioning as soon as possible.

7. Heritage Duties and Responsibilities.

7.1 Payment Schedule

1. Type. Unless otherwise specified in Attachments, each program funded by this Agreement shall be reimbursed as a Purchase of Service (POS) or a Grant. Each program is identified as one of these payment models. The models are administered as follows:

a. Purchase of Service (POS): Heritage shall reimburse a POS funded program at the contracted unit rate times the number of units provided to eligible participants. Reimbursement shall be on a monthly basis until the total award has been paid. There shall be no advance payments for any program. The Heritage contracted unit rate shall not exceed the program's private pay rate. The reimbursement rate is that which is in effect at the time the award letter is issued by Heritage. Changes to reimbursement rate mid contract may be considered by Heritage. Such requests must be submitted in writing to be considered. The reimbursement rate is subject to change if mandated by a subsequent change in Federal law, Federal regulation, State law or State regulation in which case the Subcontractor will be given as much notice as possible of such change.

b. Grant: Heritage shall pay the Subcontractor the amounts listed in the attached budget in twelve equal payments.

i. Heritage may modify grant payments after review of quarterly unit and financial reports where the year-to-date financial and/or unit of service goals are not being met and a reasonable plan of correction is not being implemented.

ii. All grant funds that have not been justified by the Subcontractor's fiscal year-end reports shall be returned to Heritage within twenty-five (25) days after the close of the fiscal year on June 30.

2. Payments after Termination. If this Agreement is terminated, the Subcontractor shall remit to Heritage, within thirty (30) calendar days of such termination, any unexpended funds and final reports and such other payments received by the Subcontractor which are due to Heritage. The action of Heritage in accepting any such amount shall not constitute a waiver of any claim which Heritage may otherwise have arising out of this Agreement.

7.2 Program Monitoring and Evaluation

1. Monitor. Heritage shall monitor and evaluate the Subcontractor's program(s) and meet with the Subcontractor at least annually to assess compliance with this Agreement and applicable state and federal laws, regulations and guidelines.

2. Inspection. Heritage may inspect all Subcontractor records, procedures, board minutes and facilities that directly or indirectly pertain to the funded program(s). Heritage may provide the Subcontractor (and its representatives or agents) with operational suggestions to help program effectiveness and compliance.

7.3 Procurement. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa. Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per Iowa law.

8. Relationship of the Parties and Taxes

8.1 Independent Contractor. Subcontractor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Heritage. None of the provisions of this Agreement is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not in a relationship of joint venture, partnership, or employer-employee.

8.2 Taxes. Subcontractor understands that, as this Agreement does not constitute an employment agreement, Subcontractor is responsible for any and all income taxes levied by the state or federal government or any other country, including the timely filing and payment of any estimated income and self-employment taxes (or employer taxes with respect to Subcontractor's employees, if applicable), resulting from payments to Subcontractor hereunder. Subcontractor understands and agrees that the Heritage will not be withholding any income or employment taxes on any amounts paid to Subcontractor under this Agreement with respect to Subcontractor, unless otherwise required by law.

9. Confidentiality And Nonsolicitation

9.1 Confidentiality. Subcontractor shall not disclose personal information about individuals served under the programs funded by this Agreement without the individual's or their legal representative's written, informed consent, unless allowable under Health Insurance Portability and Accountability Act (HIPAA) guidelines, as amended and described in the Heritage Business Associate agreement. Written consent documentation shall be maintained in the individual's client files with the Subcontractor. All procedures concerning personal information will conform with HIPAA requirements where applicable.

Heritage and/or its representatives shall have access to personal information about clients served by Subcontractor's programs funded under this Agreement to the extent it is necessary for program monitoring and evaluation. Subcontractors providing Registered Services as identified in the Heritage taxonomy, other than Legal Services, are required to participate in the Network Consumer Intake Form client registration process and submit the registration and roster reports if indicated on page one of this Agreement. Any information provided to Heritage concerning personally identifiable information contained in the registration and rosters shall not be divulged to anyone not associated with the administration of the program. The Subcontractor will notify the client it is providing information to Heritage in the participant release forms.

9.2 Covenant Not to Solicit Customers. Heritage has maintained and continues to maintain and use commercially valuable proprietary information that is vital to the success of Heritage and the clients it serves particularly in the area of case management, including, by way of illustration

and without limitation, the names and addresses of the customers and clients of Heritage. Subcontractor is in a capacity in which Subcontractor will or has become acquainted with all or part of this information. In order to guard the legitimate interests of Heritage in this information, it is necessary for Heritage to protect this information by holding it confidential. Therefore, Subcontractor agrees that from the Effective Date of this Agreement until one (1) one year following termination of this Agreement (for any reason), Subcontractor shall not solicit, or cause or encourage the soliciting of, divert or take away any customer or client of Heritage for any purpose, including the area of case management. Subcontractor further agrees that Subcontractor will in no way discourage customers, clients, potential customers or potential clients from doing business with Heritage, nor will Subcontractor in any way disparage Heritage.

Solicitation of customers applies to those clients that are assigned to Subcontractor by Heritage for the purpose of this agreement. Subcontractors are strongly encouraged to provide outreach to clients and customers of all available community resources, internal and external, to ensure a comprehensive approach to addressing the individuals' needs and collaboration within the aging network to the maximum extent possible.

10. Modifications And Suspensions

10.1 Financial Modifications.

1. Modifications of up to 20% in any single line item of the budget may be made without advance permission of Heritage as long as it is within the contract budget award amount. Modifications greater than 20% in any single line item of the budget may be made with advance written permission of Heritage. Any such modification requests will be limited to twice annually.

2. All non-Heritage resources shown as revenues must be utilized for the expenditures as shown in the approved budget.

10.2 Unit Modifications. No modification to the proposed units of service identified in this Agreement shall be made without the written permission of Heritage. Modification requests shall be limited to twice annually.

10.3 Suspensions. The Subcontractor shall notify Heritage at least fourteen (14) calendar days prior to any termination or suspension of activities, reimbursable or otherwise, identified in the program description. In the event of such termination or suspension, Heritage may immediately reduce the funding to Subcontractor set forth in "Attachment A" and/or terminate this Agreement.

10.4 Emergency or Disaster. In the event of an emergency or disaster (declared by a local, state, or federal official) in the Heritage service area, Heritage may unilaterally redirect funds from this Agreement or terminate this Agreement in its entirety without additional cause. Heritage shall notify the Subcontractor of the need for this modification in a timely manner.

11. Corrective Action and Procedure.

11.1 Notice. Upon receipt by Heritage of information regarding a failure by Subcontractor to comply with any provision of this Agreement, Heritage has the right to forward to Subcontractor a notice of Heritage's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. Subcontractor may have the opportunity to respond or participate in

formulating the corrective action recommendation. Heritage has the right to require the presence of Subcontractor's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.

11.2 Action. After issuing such notice, and after considering Subcontractor's response, if any, Heritage may forward to Subcontractor a set of specific corrective action recommended and a timetable for implementing the specified corrective actions recommended. Following implementation of the corrective actions, Subcontractor will forward to Heritage, within the time specified by Heritage, any verification required by Heritage regarding the corrective actions.

11.3 Suspension or Termination. In the event Subcontractor does not implement the corrective actions recommended in accordance with the corrective actions timetable, Heritage may suspend payments hereunder or immediately terminate this Agreement without further notice to Subcontractor.

11.4 Independent to Other Terms. This section 11 shall be independent to the rights under other terms of this Agreement.

12. Termination

12.1 Term. Subject to earlier termination as set forth below, this Agreement shall commence as of the Effective Date and shall remain in effect for two (2) years. Notwithstanding the foregoing, this Agreement may be earlier terminated in accordance with the remaining terms set forth below.

12.2 Termination by Either Party for Convenience. At any time during the term of the Agreement, either party may terminate this Agreement for any reason by giving sixty (60) calendar days' notice in writing to the other party of the intention to terminate.

12.3 Termination Due to Default. If either party defaults in the performance of a material obligation under this Agreement and fails to cure such default within thirty (30) days after receipt of a written notice given by the other party demanding that the default be cured, the non-defaulting party may terminate this Agreement immediately upon giving a written notice of termination.

12.4 Termination by Heritage Due to Insolvency. At the option of Heritage, this Agreement may be immediately terminated by written notice to the Subcontractor upon the occurrence of any of the following events affecting such other party: (a) admission in writing by Subcontractor of its inability to meet its debts as they become due, (b) the filing by Subcontractor of a petition of voluntary bankruptcy or the institution of proceedings to adjudge Subcontractor bankrupt or insolvent which is not dismissed within sixty (60) days, (c) the making by Subcontractor of an assignment for the benefit of creditors, or (d) the appointment by a court of a receiver or trustee for Subcontractor.

12.5 Termination by Heritage Due to Funding or Direction from the Iowa Department of Aging. In the event of reduction, suspension, discontinuance, or other unavailability of funds, Heritage may immediately terminate this Agreement without penalty. In the event, the Iowa Department of Aging directs Heritage to directly provide the services contemplated in this Agreement, Heritage may immediately terminate this Agreement without penalty.

12.6 Termination Due to State Action. This Agreement is contingent upon the approval of the Iowa Department on Aging which has the right to review and approve all subcontracts between

Heritage and its Subcontractors. If the Iowa Department on Aging or any other state agency refuses to approve this Agreement, Heritage can immediately terminate this Agreement.

12.7. Rights on Termination. Termination of this Agreement for any reason shall be without prejudice to any rights which shall have accrued to the benefit of either party prior to such termination. Termination of this Agreement shall not relieve either party from obligations which are expressly indicated to survive termination, including, without limitation, the obligations arising from Section 9 and Section 19.

13. Additional Requirements

13.1 Preference

1. Types. The Subcontractor shall give preference, if allowed by law, to:
 - a. Employing persons aged 60 and older.
 - b. Delivering services under this Agreement to older adults with the greatest economic and/or social need with particular attention to low-income older individuals including low-income minority older individuals, older individuals with limited English proficiency, and older adults residing in rural areas.
 - c. Serving elders with the following characteristics in proportion equal to or greater than the proportion residing in the service area who have the same characteristics:
 - Are disabled
 - Are minorities
 - Have incomes at or below the poverty level
 - Are aged 75 and older residing in rural portions of the state
 - Are frail
 - Are American Indians
 - Have limited English proficiency
2. Written Plan. The Subcontractor shall have, as part of its policies and procedures, a written plan of outreach and service delivery that specifies how the Subcontractor will accomplish ensuring preference with respect to elders with the characteristics set out above.

14. Grievance and Appeal.

14.1 Subcontractor's Policy. The Subcontractor shall maintain and implement a grievance and appeal policy for any job applicant, employee, and/or program participant who feels the Subcontractor has violated the provisions of this Agreement. The Subcontractor's policy shall conform to state and federal law. The Subcontractor shall notify Heritage in writing within three (3) days upon the occurrence of a filing of a grievance associated with this Agreement against the Subcontractor.

14.2 Heritage's Policy. Heritage is required to maintain a grievance procedure for resolving complaints by any aggrieved party under the Iowa Administrative Code. If Subcontractor believes that it has been aggrieved by an action or omission of Heritage, Subcontractor can inquire about

the grievance procedure. Heritage shall provide a copy of the current grievance procedure upon request by Subcontractor.

15. Outreach

15.1 Identification. The Subcontractor will provide outreach to identify participants and their caretakers eligible for programs funded by this Agreement.

15.2 Implementation. The Subcontractor will specify how the outreach plan will be implemented and how it will give preference to the special populations listed under 13.1(1)(c) above.

15.3 Particular Individuals. Outreach Plans/Policies as described in 15.2. will address how efforts are made that identify individuals eligible for assistance, with special emphasis on-- (I) older individuals residing in rural areas; (II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);(III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas); (IV) older individuals with severe disabilities;(V) older individuals with limited English proficiency; (VI) older individuals with Alzheimer's disease and related disorders with neurological and A-3 organic brain dysfunction (and the caretakers of such individuals); and (VII) older individuals at risk for institutional placement.

16. Capital Equipment, Property, Inventory

16.1 Approval. Any acquisition, disposal, replacement, repairs, or transfer of equipment purchased through this Agreement or prior agreements with Heritage must be approved by Heritage prior to action.

16.2 List. The Subcontractor must retain an inventory list of all equipment that has a useful life greater than one year, and an acquisition cost of \$2,000.00 or more, with serial numbers or other appropriate identification as applicable.

16.3 Records. Financial/Inventory records pertaining to any equipment purchased through this Agreement shall be maintained for a minimum of five (5) years from date of purchase. In the event that said equipment has a life expectancy of greater than five years, the Subcontractor is required to maintain relevant records until the equipment is disposed, transferred or replaced.

17. Participant Views. The Subcontractor will cooperate with Heritage in contacting and obtaining the views of participants about the service they receive as requested by Heritage, the Iowa Department on Aging or the Administration on Aging.

18. Voluntary Contributions

18.1 Offer. The Subcontractor shall offer each eligible participant the opportunity to make a voluntary contribution, not a required payment, for service funded by this Agreement unless otherwise prohibited by the Older Americans Act as amended. The Subcontractor shall meet all voluntary contributions requirements and prohibitions of the Act.

18.2 Use. All voluntary contributions shall be used to expand the service for which the contributions were given. Such contributions are not intended to off set the POS Billing submitted to Heritage, but can be used to meet the required match.

18.3 Denial. The Subcontractor may not deny service for which funds are received under this Agreement to an older individual due to the income of such individual or such individual's failure to make a voluntary contribution.

18.4 Restrictions. The Older Americans Act requires that all program participants be given the opportunity to make a voluntary contribution. Such contributions cannot be means tested and no eligible person can be denied service through a Heritage-funded Program for not making a contribution. Any information regarding a contribution shall be kept confidential by Subcontractor. Subcontractors are to use contributions to expand services in Heritage's service area.

19. Miscellaneous.

19.1 Binding Effect. This Agreement shall extend to and bind the parties hereto and their respective successors and permitted assigns.

19.2 Notices. All notices, demands, requests, consents, approvals which may be or are required to be given or made pursuant to any provisions of this Agreement shall be made or given in writing and shall be served personally, by telecopier, receipt acknowledged, by overnight courier, or mailed by prepaid certified or registered mail, return receipt requested, to the address (or telecopier number) of each of the parties hereto as set forth on the signature page of this Agreement (addressed to the attention of the authorized officers who have signed the Agreement) or such other address (or telecopier number) as any of the parties may from time to time advise the other parties hereto by notice in writing given in accordance with this section. The date of receipt of such notice, demand or request shall be deemed to be made the day of giving of such notice, demand or request if delivered personally, or if transmitted by telecopier, the date of such transmission if receipt is acknowledged, or if mailed or couriered as aforesaid, the date such notice was delivered to the recipient.

19.3 Governing Law. This Agreement shall be construed under and governed by the laws of the State of Iowa without regard to conflict of laws, principles, and the applicable federal laws of the United States. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties exclusively in the courts of the State of Iowa for Linn County, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Iowa, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

19.4 Severability. If any term of this Agreement is declared invalid, illegal, or unenforceable by any court, agency, commission or other tribunal, the application of such provision to the parties in circumstances other than those to which it is held invalid or unenforceable and shall not be affected thereby, and each term of this Agreement not declared invalid or unenforceable shall remain valid and be enforced to the fullest extent permitted by law.

19.5 Counterparts. This Agreement may be executed in one or more counterparts and such counterpart will constitute one and the same instrument.

19.6 Captions. The paragraph and section headings and captions used in this Agreement are for convenient reference only and shall not constitute an integral part of the Agreement.

19.7 Assignment. Neither party to this Agreement shall assign its rights and obligations contained in this Agreement without the written consent of the other party.

19.8 Waivers. Any provision of this Agreement may be waived only with the prior written consent of each of the parties. Neither the failure nor any delay by any party in exercising any right under this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

19.9 Integration. This is an integrated Agreement and includes the terms set forth in the Master Agreement, Attachments, including without limitation, the RFP. This Agreement, as so integrated, contains the sole and entire agreement between the parties, and supersedes any and all prior oral or written negotiations, proposals, notices of award, purchase orders, letters of intent, agreements and understandings, if any, between the parties relating to the subject of this Agreement.

20. Authorized Signatures And Contact Information

Funding Applications & Contracts—Please type or print

| | | |
|-------------|-------------------------|--------------|
| <i>Name</i> | <i>Grantee Official</i> | <i>Title</i> |
|-------------|-------------------------|--------------|

| | | |
|-------------|-----------------|--------------|
| <i>Name</i> | <i>Director</i> | <i>Email</i> |
|-------------|-----------------|--------------|

Fiscal Reports— *other than Area Agency Director, if applicable*

| | | |
|-------------|--------------|--------------|
| <i>Name</i> | <i>Title</i> | <i>Email</i> |
|-------------|--------------|--------------|

| | | |
|-------------|--------------|--------------|
| <i>Name</i> | <i>Title</i> | <i>Email</i> |
|-------------|--------------|--------------|

Program Reports— *other than Area Agency Director, if applicable*

| | | |
|-------------|--------------|--------------|
| <i>Name</i> | <i>Title</i> | <i>Email</i> |
|-------------|--------------|--------------|

| | | |
|-------------|--------------|--------------|
| <i>Name</i> | <i>Title</i> | <i>Email</i> |
|-------------|--------------|--------------|

Contacts/Email Address- please include any staff that you would want notified by a distribution list of meetings, upcoming due dates, informational bulletins, etc.

| | |
|-------------|----------------|
| <i>Name</i> | <i>Address</i> |
|-------------|----------------|
