

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

AE-2122-17

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Sonoma Human Services Department

2. The term of this Agreement is:

START DATE

7/1/2021

THROUGH END DATE

6/30/2022

3. The maximum amount of this Agreement is:

\$ 196,863 One hundred ninety-six thousand eight hundred sixty-three and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5 pages
Exhibit B	Budget Detail and Payment Provisions	8 pages
Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	23 pages

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Sonoma Human Services Department

CONTRACTOR BUSINESS ADDRESS

3725 Westwind Blvd, Suite 100

CITY

Santa Rosa

STATE

CA

ZIP

95403-9082

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM, Volume 1, Section 4.04, A., (4)

**AE-2122-17 Contract  
Exhibit A – Scope of Work**

**SCOPE OF WORK**

1. The Contractor agrees to the provisions described herein Agreement number AE-2122-17.
2. The services shall be performed in the following county(ies) or major portions of a geographical area: Sonoma County.
3. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: County of Sonoma Human Services Department
Name: ADRC Branch Chief	Name: Paul Dunaway, Director
Phone: (916) 956-2654	Phone: (707) 565-3673
Fax: (916) 928-2506	Fax: (707) 565-5950
Email: ADRC@aging.ca.gov	Email: dunawp@schsd.org

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: County of Sonoma Human Services Department
Section/Unit: Business Management Branch	Section/Unit: Area Agency on Aging
Attention: Grace Parker, Contract Analyst	Attention: Sarah Gross, Program Planning & Evaluation Analyst
Address: 1300 National Dr., Ste 200 Sacramento, CA 95834	Address: 3725 Westwind Boulevard Santa Rosa, CA 95402
Phone: (916) 931-1929	Phone: (707) 565-5517
Fax: (916) 928-2500	Fax: (707) 565-5205
Email: BMBContractAnalyst@aging.ca.gov	Email: sgross@schsd.org

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

**PREAMBLE:**

California Senate Bill 80 (SB 80) established the first state Aging and Disability Resource Connection (ADRC) Infrastructure Grants Program in 2019. The ADRC program develops coordinated networks of programs and services (No Wrong Door Systems) to serve the needs of older adults, people with disabilities and caregivers in navigating the fragmented/complicated system of long-term services and supports (LTSS) and achieving their personal goals and preferences for healthy aging. It enables consumers to access all LTSS through one agency, organization, coordinated network, or portal.

SB 80 requires the California Department of Aging (CDA) to award grants to interested and qualified Area Agencies on Aging (AAA) and Independent Living Centers (ILC) to 1) complete the planning and application process (as an Emerging ADRC) for designation and approval to operate as an ADRC program and 2) aid Designated ADRC programs in

**PREAMBLE (Continued)**

expanding or strengthening services for the purpose of implementing a No Wrong Door (NWD) System. Emerging ADRCs are local partnerships formally recognized by the State in going through the planning, development, implementation, and application process for designation and are qualified for funding under the ADRC Infrastructure Grants Program established by SB 80.

The purpose of the Agreement is to support Emerging ADRC development and implementation of a local No Wrong Door (NWD) System that enhances consumer **access to existing long-term services and supports options**, as well as, support the application process for designation through funding from the ADRC Infrastructure Grants Program pursuant to the California Welfare and Institutions Code sections 9120-9122. Access is defined as:

- Connecting individuals to existing LTSS options;
- Support for navigating the healthcare and long-term care system;
- Enhancing and/or converting service delivery models (i.e. converting to virtual and/or web-based services) to overcome consumer challenges in obtaining existing LTSS options;
- Adopting system change initiatives to improve care coordination for consumers and provide streamlined access to existing LTSS options;
- Improving coordination and integration between healthcare and long-term care service providers;
- Establishing consumer-friendly entry points, or new interfaces, for people seeking LTSS options at the community level.

**ARTICLE I. PROGRAM DEFINITIONS**

- A. “AAA” means Area Agency on Aging.
- B. “Activities” means work performed under this Agreement and approved by the State through a Budget.
- C. “ADRC” means Aging and Disability Resource Connection program.
- D. “ADRC Designation Criteria” means the criteria and standards used by the California Department of Aging for approving and designating an ADRC. The Designation Criteria may be found on the CDA website:  
[https://aging.ca.gov/Providers\\_and\\_Partners/Aging\\_and\\_Disability\\_Resource\\_Connection/#pp-es](https://aging.ca.gov/Providers_and_Partners/Aging_and_Disability_Resource_Connection/#pp-es)
- E. “ADRC Core Partners” means Area Agency(ies) on Aging and Independent Living Center(s), jointly approved by the State as an Emerging ADRC or Designated ADRC Program.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- F. “Consumers,” means older adults, people with disabilities and caregivers, family and friends of older adults and people with disabilities, of any age and income, who are seeking LTSS.
- G. “Contractor” means the Area Agency on Aging or Independent Living Center that is the authorized signature of the Agreement herein, and has also agreed, through a Memorandum of Understanding (MOU) between the ADRC Core Partner(s), to be the entity responsible for submitting reimbursement requests and other required reports as mandated by statute. The Contractor is responsible to the State for requiring all Core and Extended Partners to implement the terms of this Agreement.
- H. “Core Service Functions” in reference to ADRC and this Agreement, means a minimum of the following services: Enhanced Information and Referral Services, Options Counseling, Short-Term Service Coordination, and Transition Services.
- I. “Enhanced Information and Referral Services” means coordinated local systems that provide information on the full range of LTSS options and warm referrals between a wide array of organizations.
- J. “Extended Partners” means organizations that, along with the ADRC Core Partners, form the local ADRC and NWD System. Extended Partners form the local ADRC and NWD System but are not designated to independently operate as an ADRC Program.
- K. “ILC” means an Independent Living Center.
- L. “Key Indicators” means a set of administrative analysis tools based on the California ADRC Designation Criteria. The Key Indicators are part of the ADRC Designation/Re-Designation Evaluation Tool that can be found on the CDA website:  
<https://aging.ca.gov/download.ashx?IE0rcNUV0zbTSniLnKkrYg%3d%3d>
- M. “Marketing/Outreach Plan” means a plan developed by the local ADRC Core Partners for publicizing the ADRC and its local services to local consumers.
- N. “No Wrong Door System” means a system that enables consumers to access all LTSS through one agency, organization, coordinated network, or portal, and that provides information regarding the availability of LTSS, how to apply for LTSS, referral services for LTSS otherwise available in

**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

the community, and either a determination of financial and functional eligibility for LTSS or assistance with assessment processes for financial and functional eligibility for LTSS (Welf. & Inst. Code §9121(b)).

- O. “Options Counseling” means a session with a professional, trained in person-centered options counseling, who provides person-centered supports in planning for LTSS.
- P. “Outreach” means activities that identify and reach target populations with information about the local ADRC and its services.
- Q. “Person-Centered Practices” include both person-centered thinking and person-centered planning, and incorporate a philosophy that strive to ensure a consumer remains in charge of his/her own decisions regarding LTSS.
- R. “Service Area” means one or more counties or major portions of a geographical area that is serviced by the local ADRC partnership.
- S. “Short-Term Service Coordination” means a personalized service coordination for the purpose of stabilizing a situation for consumers whose health, safety and welfare are at risk and will likely experience an emergency or be unnecessarily admitted to a nursing facility, hospital or other institution.
- T. “Transition Services” means professional or peer coordination and facilitation services necessary to support a consumer’s right to move from a health care facility to receive LTSS in a community-based setting.

**ARTICLE II. SCOPE OF WORK**

The Contractor, in consultation with the ADRC Core Partners, shall:

- A. Maintain ADRC status and be in good standing with the CDA by working toward meeting the requirements in the [California Welfare and Institutions Code sections 9120-9122](#), and the [California ADRC Designation Criteria](#).
- B. Develop and execute a Work Plan for implementation of a local NWD system and ADRC Program and completion of the application process for State ADRC Designation. The Work Plan shall be submitted to CDA by June 30, 2021 for approval. CDA shall provide additional technical instructions to the Contractor under separate cover.

ARTICLE II. SCOPE OF WORK (Continued)

- C. Establish and implement the following four ADRC service functions in the designated areas served by the ADRC.
  - 1. Enhanced information and referral services and other assistance at hours that are convenient for the public.
  - 2. Options counseling to consumers concerning available LTSS programs and public and private benefits programs.
  - 3. Short-term service coordination.
  - 4. Transition services from hospitals to home and from skilled nursing facilities to the community.
- D. Shall endeavor to establish its NWD/ADRC related services by partnering with additional local LTSS organizations.
- E. Develop and implement a “NWD System” as defined in the Welf. & Inst. Code §9121(b) in the designated area served by the ADRC.
- F. Comply with the following reporting requirements:
  - 1. Submit accurate quarterly ADRC Work Plan reports to [ADRC@aging.ca.gov](mailto:ADRC@aging.ca.gov) during the performance of this agreement. CDA shall provide additional technical instructions to the Contractor under separate cover.
  - 2. Submit monthly expenditure reports and requests for reimbursement as specified in Exhibit B.
  - 3. Submit an Annual Grant Report at the end of the grant period describing the outcomes of the Emerging ADRC program as a result of this Agreement. CDA shall provide additional technical instructions to the Contractor under separate cover.
  - 4. Submit a Closeout Report as specified in Exhibit B.
  - 5. Explain and/or correct questionable financial report data in Contractor’s submission to CDA.
- G. Participate in training and technical assistance provided by CDA and other State and local-level partners, as required by CDA.
- H. Identify Contractor’s primary contact person who shall stay informed of policy/procedural changes related to this Agreement and communicate relevant changes to ADRC Core and Extended Partners.

**AE-2122-17 Contract**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE I. FUNDS**

A. Expenditure of Funds

1. The Contractor shall expend all funds received through this Agreement by June 30, 2022.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State: Mileage/Per Diem (meals and incidentals)/Lodging  
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:  
<http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This section is not to be construed as limiting the Contractor from paying any differences between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements using funds from other non-CDA sources.

3. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]
4. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure that is out of compliance with this Agreement including unrelated or inappropriate to contract activities, expenditures with inadequate supporting documentation, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement for a minimum of seven (7) years after the end of the grant year. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained using an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations.

**AE-2122-17 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

The Contractor's financial management system shall provide for:

- a. Accurate, current, and complete disclosure of the financial results of each activity described in its budget,
- b. Records that adequately identify the source and application of funds for budgeted activities,
- c. Written procedures for determining the reasonableness of the allocation and allowance of costs in accordance with the provisions of applicable cost principles and the terms and conditions of this Agreement, and
- d. Accounting records, including cost accounting records, that are supported by source documentation.

C. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available by the annual State Budget Act, or another act, of the appropriate fiscal years for purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State Governor or Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for the Contractor shall be dependent upon the availability of future appropriations by the State Budget Act, or another act, of the appropriate fiscal years for the purposes of this Contract. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.



**AE-2122-17 Contract**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE I. FUNDS (Continued)**

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or eliminated by the annual State Budget Act, or another act, for the purposes of this program, the State shall have the option to either:
  - i. Terminate the Contract, or
  - ii. Offer an amendment to the Contractor to reflect the reduced funding for this Contract.
  - iii. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that the State shall determine at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.

**ARTICLE II. BUDGET AND BUDGET REVISION**

- A. The approved Budget Narrative shall provide sufficient justification to support the Budget and comprehensively describe how ADRC Infrastructure Grants Program funding shall be used to meet the purposes of developing and implementing a NWD System and completing the planning, development, implementation, and application process for designation as identified in the California Welfare and Institutions Code sections 9120-9122 and the California ADRC Designation Criteria.
- B. The Budget must set forth in detail the reimbursable items, unit rates and total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following reimbursable items:
  - 1. Administration Costs (see Exhibit B, Article III for allowable administration costs)
  - 2. Program Costs (includes program-related personnel, fringe benefits, outreach, training, supplies, equipment and travel)
  - 3. Indirect Costs (see Contract Exhibit B, Article II for allowable Indirect Costs)
  - 4. Subcontracted Service Costs (see Exhibit D, Article V for subcontract requirements)
  - 5. Equipment – including detailed descriptions and unit costs. See Exhibit D, Article VI for equipment requirements.

**AE-2122-17 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

- C. Contractor shall ensure that any subcontracts arising out of this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of funds. Contractor may achieve this through detailed invoices. It shall be the Contractor's responsibility to substantiate costs.
- D. Unless otherwise approved by CDA, the final budget revision must be submitted no later than ninety (90) days prior to the ending date of the Contract. Any budget revisions after this period are subject to rejection and may result in disallowed costs.
- E. Budgeting processes and technical instructions shall be issued to the Contractor under separate cover.
- F. Indirect Costs
  - 1. Indirect Costs are defined as expenses (i.e., security, rent, insurance, utilities, telephone services, etc.) incurred for a common or joint purpose benefitting more than one cost objective and, therefore, not readily assignable to the specifically benefitted cost objectives (i.e., department, function, program).
  - 2. The maximum reimbursement amount allowable for Contractor's total indirect costs (includes both Administration Indirect plus Program Indirect Costs) is ten percent (10%) of the total grant allocation.
  - 3. The maximum reimbursement amount allowable for a subcontractor's total indirect costs (includes both Administration Indirect Costs plus Program Indirect Costs) is ten percent (10%) of the subcontractor's total contract amount awarded by the Contractor.
  - 4. Contractor requesting reimbursement for indirect costs shall retain its allocation plan documenting the methodology used to determine the indirect costs.
- G. The Contractor shall be reimbursed only for expenses itemized in the approved Budget and Budget Display with the exception of cost category budget transfers as noted in this Exhibit. The approved Budget and Budget Display are hereby incorporated by reference.

**AE-2122-17 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE III. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION**

- A. Any budget and budget revisions created must be prepared and agreed upon by all ADRC Core Partners.
- B. The original ADRC Infrastructure Grants Program Budget (CDA 239) is due electronically to the Contractor's CDA-ADRC program staff no later than thirty (30) days after the date of the transmission of the Budget Display and Contract, unless otherwise instructed by CDA.
- C. The Contractor shall electronically submit the ADRC Infrastructure Grants Program Budget and Budget Revisions to [ADRC@aging.ca.gov](mailto:ADRC@aging.ca.gov).
- D. Funds made available under this Agreement shall supplement, and not supplant, existing federal, State, local, or private funds allocated to conduct the same or similar work.
- E. Contractor's administrative costs are limited to ten percent (10%) of its total grant allocation and should be reported as administration in the Budget, or as directed by CDA. Subcontractor administrative costs are limited to 10% of its total contract amount as awarded by the Contractor. Administrative Costs are the financial costs characterized by the following types of activities:
  - 1. Dollar value of salaries and benefits associated with staff time dedicated towards the administration of ADRC (i.e., human resource, accounting services, etc.).
  - 2. Cost of training for performing ADRC-related administrative functions such as record keeping and accounting, etc.
  - 3. Cost of compiling and reporting ADRC data to CDA.
  - 4. Administration Indirect costs as defined in Article II of this Exhibit.
- F. The Contractor shall electronically submit a budget revision thirty (30) calendar days after receiving an amended ADRC Infrastructure Grants Program Budget Display with changes in funding levels, unless otherwise approved by CDA.
- G. Cost Category Budget Transfers

The Contractor may transfer contract funds between cost categories (i.e., Administration, Program and Subcontracted Services) under the following terms and conditions:

**AE-2122-17 Contract**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE III. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)**

1. The Contractor shall submit a revised budget to CDA for approval of any cost category budget transfer of funds which exceeds \$20,000.
2. The Contractor shall maintain a written record of all budget transfers and clearly document the cost categories of each budget transfer. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

**ARTICLE IV. REIMBURSEMENTS**

- A. The Contractor shall prepare and submit a monthly expenditure report and a request for reimbursement in an electronic format to [ADRC@aging.ca.gov](mailto:ADRC@aging.ca.gov) no later than the last business day of each month, unless otherwise specified by CDA.
- B. Requests for reimbursement shall be approved and processed monthly by CDA.
- C. Requests for reimbursement shall be processed only if the request is submitted on the ADRC Infrastructure Grants Program Expenditure Report and Request for Reimbursement form (CDA 240). Requests for reimbursement must be accurate and allowable and the Contractor must be current on all reporting requirements and maintain its ADRC Status.
- D. Expenditure reports and requests for reimbursement shall be reviewed and approved based on actual expenditures for allowable activities. CDA shall notify the Contractor of any reported expenditure that may be denied.
- E. The Contractor shall submit timely expenditure reports and requests for reimbursement to ensure payments are issued on time. Late expenditure reports and requests for reimbursement may lead to a delay in payment.
- F. The Contractor shall be charged \$75 for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fee on a case-by-case basis, as appropriate.
- G. Contractor shall, upon request by CDA, provide additional documentation or justification to support all financial reports.

**AE-2122-17 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE IV. REIMBURSEMENTS (Continued)**

- H. After reconciliation of billings, all unexpended funds for that funding period shall be disencumbered. All other terms of this Agreement, including policies and regulations remain in effect.

**ARTICLE V. CLOSEOUT**

- A. The ADRC Infrastructure Grants Program Final Report of Expenditures (Closeout Report) shall be submitted electronically to [ADRC@aging.ca.gov](mailto:ADRC@aging.ca.gov) no later than July 31, 2022.
- B. If the final expenditures reported by the Contractor exceed the contract amount, CDA shall only reimburse the Contractor up to the contract amount.

**ARTICLE VI. DEFAULT PROVISIONS**

The State, notwithstanding other provisions of this Agreement, may upon written notice to the Contractor, withhold further payments upon occurrence of any one of the following events:

- A. Termination or suspension of this Agreement.
- B. Contractor and/or CDA action that results in loss of Contractor's ADRC status.
- C. Non-compliance with State contract terms, conditions and reporting requirements.
- D. A finding by the State that the Contractor:
  - 1. Failed to comply with any material provisions of this Agreement or
  - 2. Failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement or
  - 3. Is delinquent in payment of taxes in the ordinary course of business
- E. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor.
- F. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding.
- G. The commission of an act of bankruptcy.

**Aging and Disability Resource Connection (ADRC) Program  
Budget Display**

**July 1, 2021 through June 30, 2022**

**County of Sonoma Human Services Department  
Sonoma County**

	<b>Allocation</b>	<b>Adjustments</b>	<b>TOTAL</b>
<b>2021-22 (July 1, 2021- June 30, 2022)</b>			
ADRC Baseline Amount	\$90,000	\$0	\$90,000 <sup>a)</sup>
ADRC Allocated Amount	\$106,863	\$0	\$106,863 <sup>a)</sup>
<b>TOTAL Available</b>	<b>\$196,863</b>	<b>\$0</b>	<b>\$196,863</b>

(a) Funds are available for expenditure through 6/30/22. Expenditures must be reported in closeout by 7/31/22.

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

**A. General Definitions**

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, and D, an approved Budget Display as identified in Exhibit B, and if applicable, a Budget and Budget Narrative, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
3. “Reimbursable item” also means “allowable cost” and “compensable item.”
4. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
5. “Subcontractors” means the legal entity that has a formal agreement for receiving funds from the Contractor to carry out allowable program cost activities approved under this Agreement.
6. “Subcontract” means a legal agreement between the Contractor and Subcontractor(s) for carrying out allowable program cost activities and/or vendor(s) for providing goods or services under this Agreement.
7. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor(s) during the term of this Agreement.

**B. Resolution of Language Conflicts**

The terms and conditions of this State grant award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. California Welfare and Institutions Code Sections 9120-9122
2. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**  
(continued)

3. California ADRC Designation Criteria at <https://aging.ca.gov/download.ashx?IE0rcNUV0zZnb2y%2bi4EbJw%3d%3d>
4. Other Program memos and guidance issued by CDA.

**ARTICLE II. ASSURANCES**

A. Law, Policy and Procedure,

The Contractor shall require any subcontractors to adhere to this Agreement and all applicable local, State, and federal laws and regulations related to this Agreement. The Contractor shall resolve all issues using standard administrative practices and sound judgment.

B. Licenses, and Certificates

The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that were necessary to execute this Agreement and that are required by law.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 4/2017), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

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

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

2. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification prior to execution of this



ARTICLE II. ASSURANCES (Continued)

Agreement. The certificate is available at:  
<http://www.dgs.ca.gov/ols/Forms.aspx>.

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

3. The Contractor assure the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
4. The Contractor shall include all nondiscrimination compliance requirements listed in Section C above in its subcontracts that provide services pursuant to this Agreement.

D. 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.

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

ARTICLE II. ASSURANCES (Continued)

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA 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.

G. 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 as required by law.

H. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief that it and its subcontractors:
  - a. Are not presently debarred, suspended, proposed for debarment, declare ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; 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.

ARTICLE II. ASSURANCES (Continued)

- c. Are 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.
  - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- 2. The Contractor shall immediately report, to CDA in writing, any incidents of alleged fraud, waste, and/or abuse by either the Contractor or its subcontractors.
- 3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse for a minimum of seven (7) years.
- 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractors' debarment/suspension status.

I. Agreement Authorization

- 1. If the Contractor is a public entity, it shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If the Contractor is a private nonprofit entity, it shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
- 2. The meeting minutes related to documents referenced in this Section must also identify the action taken.
- 3. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Contractor's Director or designee to execute the original and all subsequent amendments to this Agreement.

J. Contractor's Staff

- 1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

ARTICLE II. ASSURANCES (Continued)

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

K. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Failure to maintain good standing by the Contractor shall result in suspension of this Agreement with CDA until satisfactory status is restored, or termination. Failure to maintain good standing by a subcontracting entity shall result in suspension of the subcontract by the Contractor until satisfactory status is restored, or termination.

L. Lobbying Certification

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

1. No State 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 State Legislature; an officer or employee of State Legislature; or an employee of a Member of State Legislature; in connection with the awarding of any State contract; the making of any State grant; the making of any State loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
2. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.

**ARTICLE II. ASSURANCES (Continued)**

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

**ARTICLE III. AGREEMENT**

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

**ARTICLE IV. COMMENCEMENT OF WORK**

Should the Contractor or subcontractors 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 volunteer and may not be reimbursed or compensated.

**ARTICLE V. SUBCONTRACTS**

- A. Contractor may enter into subcontracts to carry out allowable program cost activities described in this Contract and as identified in the California Welfare and Institutions Code sections 9120-9122, the State Budget Act, and the California ADRC Designation Criteria.
- B. The Contractor shall monitor subcontractors' ADRC Infrastructure Grants Program budgets, expenditures, and any subsequent amendments and revisions to all budgets. Furthermore, the Contractor shall, monitor on an ongoing basis, the subcontractors' use of grant funds through reporting, site visits, regular contact, or other means to assure the subcontractors administer services in compliance with applicable laws, regulations, and the provisions of this Agreement.
- C. The Contractor shall be responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision shall be final and the subcontractors have no right of appeal to CDA.
- D. The Contractor shall not obligate funds from this Agreement in any subcontracts for services beyond the ending date of this Agreement.

**AE-2122-17 Contract**  
**Exhibit D – Special Terms and Conditions**

**ARTICLE V. SUBCONTRACTS (Continued)**

- E. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- F. The Contractor shall maintain on file copies of subcontracts, and Memoranda and/or Letters of Understanding which shall be made available for review at the request of CDA.
- G. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article IX of this Exhibit.
- H. The Contractor shall require language in all subcontracts that states all subcontractors must indemnify, defend, and save harmless CDA, the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- I. The Contractor shall seek prior approval through the Budget and/or Budget Revisions to subcontract. The Contractor must provide the necessary information, as specified by CDA, to evaluate the necessity or desirability of incurring such costs.
- J. The Contractor shall require the subcontractors to complete reporting and expenditure documents requested by CDA. These reporting and expenditure documents should be sent to the Contractor in a timely manner and at intervals determined by CDA.
- K. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
- L. Non-Competitive Bid Justification.
  - 1. Contractor may award a contract to a single bidder if a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot reasonably be identified.

ARTICLE V. SUBCONTRACTS (Continued)

2. Contractor shall retain adequate justification for the absence of competitive bidding. "Adequate justification" must include, but is not limited to: (a) explanation of why the acquisition of goods or services is limited to one vendor or supplier; (b) description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and (c) analysis of cost(s) to demonstrate reasonableness.
  3. Contractor shall be exempt from the competitive bid process when all of the following conditions exist (a) The Contractor is a governmental entity, (b) the prospective subcontractor is a government entity and (c) the goods or services to be procured from the intergovernmental contract will result in efficiency and economy. The Contractor shall maintain documentation of the analysis supporting the justification that the above conditions have been met.
  4. ADRC Core Partners are deemed approved by state statute to develop an ADRC Program, therefore the Contractor may subcontract directly with their AAA or ILC partners without competitive bidding.
- M. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
1. The Request for Proposal or Invitation for Bid.
  2. All bid proposals received.
  3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.
- N. Any subcontracted private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
- O. The Contractor shall require all subcontractors to maintain adequate staff to meet the Agreement with the Contractor. This staff should be available to the State for training and meetings which the State may find necessary from time to time.
- P. Nothing contained in this Agreement shall create any contractual relationship between CDA and any subcontractors, and no subcontract

**ARTICLE V. SUBCONTRACTS (Continued)**

shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CDA's obligation to make payments to the Contractor. As a result, CDA shall have no obligation to pay or enforce payment of any monies to any subcontractors.

- Q. In the event CDA suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five working days of receipt of notice of such an action.

**ARTICLE VI. Equipment and Procurement**

- A. Equipment is defined as a tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or greater. Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of equipment, the titleholder, the acquisition date, the cost of equipment, the location, and condition of the equipment, and any ultimate disposition data including the date of disposal and sale price of the equipment. The State reserves the right to inspect, review and/or audit equipment records.
- B. Title to all major equipment purchased under the terms of this grant, shall vest with the Contractor until such time as grantee disposes of the equipment or is otherwise relieved by the State from accountability for such equipment.
- C. Bid Requirements: Contractor is required to use a formal advertisement competitive bidding process for equipment.
- D. Disposition of Equipment: Grantees are required to contact CDA for disposition instructions for equipment. Under no circumstances shall equipment purchased under the terms of this grant be disposed of in any way without prior written approval from CDA.
- E. Contractor must maintain a copy of its procurement systems guidelines, rules or regulations used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor related to equipment purchases arising out of this Agreement.



ARTICLE VI. Equipment and Procurement (Continued)

- F. The Contractor shall seek prior approval through the Budget and/or Budget Revisions for any equipment purchase with a unit cost or total of \$5,000 or greater. The Contractor must provide in its request for approval all particulars necessary, as specified by CDA, for evaluating the necessity or desirability of incurring such costs.
- G. Expenses such as, but not limited to, the following are unallowable expenditures and shall NOT be paid under this contract:
- Bad Debts
  - Lobbying activities
  - Political or legislative advocacy work
  - Food/refreshments (including bottled water or water service)
  - Fundraising
  - Interest, penalty charges or bank fees
  - Out of state travel, except as approved through the budget and invoicing process
  - Purchase of equipment, except as approved through the budget and invoicing process
  - Advertising for any purpose other than staff recruitment
  - Contingency fund for reserves
  - Supplies that do not have a direct application to the approved budget
  - Consumer wages/subsidies/stipends/incentives
  - Employee cash bonuses or loans
  - Cash assistance to consumers including vendor payments, deposits or fees for services
  - Entertainment
  - Expenses which are described as “miscellaneous” or “etc.”
  - Clothing
  - Modular equipment/panels
  - Moving expenses
  - Staff training that does not have a direct application to the allowable activities and approved budget
  - Severance pay
  - Memberships and/or dues that do not have direct application to grant services
  - Commute mileage
  - Building maintenance (Examples: building repairs, replacement of windows or any improvement of real property)
  - Promotional and marketing items colloquially known as “Stuff We All Get.” or “S.W.A.G.”

**ARTICLE VII. MONITORING AND EVALUATION**

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. This includes policies, procedures, procurement, audits, inspections of project premises, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of this Agreement.

**ARTICLE VIII. AUDIT REQUIREMENTS**

- A. General
  - 1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this grant and other applicable state statutes and regulations.
  - 2. Contractor agrees that CDA, State Controller's Office, Department of General Services, Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the grant, including but not limited to: accounting records, consumer service records, records and evaluations of consumers referred to the program, and other supporting documentation that may be relevant to the audit or investigation. The Contractor shall include this requirement in its subcontracts.
  - 3. Contractor shall submit to the CDA such reports, accounts, and records deemed necessary by the CDA to discharge its obligation under State laws and regulations.
  - 4. Contractor agrees to allow access to such records, as described in this section, during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

**ARTICLE VIII. AUDIT REQUIREMENTS (Continued)**

5. Contractor agrees to maintain grant-related records for possible audit or review for a minimum of seven (7) years from the end of the grant year, or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit or any other action involving the records.

**B. Single Audit Reporting Requirements**

1. If Contractor is required to perform an audit as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521, a copy shall be submitted to the:

California Department of Aging  
Attention: Audits Branch  
1300 National Drive, Suite 200  
Sacramento, CA 95834

2. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

**ARTICLE IX. 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 State in cases of higher than usual risks.
  2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
  3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

ARTICLE IX. INSURANCE (Continued)

- a. \$750,000 if seating capacity is under 8
  - b. \$1,500,000 if seating capacity is 8 – 15
  - c. \$5,000,000 if seating capacity is over 15
4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
  1. The Certificate of Insurance shall include the statement: "The Department of Aging, State of California, 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.
  2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. 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 CDA, 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

**ARTICLE IX. INSURANCE (Continued)**

one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.

- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractors' Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. 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 the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

**ARTICLE X. TERMINATION**

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), State Legislature or Governor, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

ARTICLE X. TERMINATION (Continued)

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Failure to maintain ADRC Status.
6. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
7. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
8. 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.
9. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
10. The commission of an act of bankruptcy.
11. Finding of debarment or suspension.

ARTICLE X. TERMINATION (Continued)

12. The Contractor's organizational structure has materially changed.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of a settlement shall be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Agreement

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least sixty (60) days prior to the proposed termination date. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work.

## **ARTICLE XI. REMEDIES**

The Contractor agrees that any remedy provided in this Agreement shall be in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

## **ARTICLE XII. DISSOLUTION OF ADRC**

The Contractor shall notify CDA immediately of any intention to discontinue existence of the ADRC or to bring an action for dissolution. In the event of such dissolution, this Agreement will terminate immediately. No reimbursement requests subsequent to the dissolution shall be approved.

## **ARTICLE XIII. AMENDMENTS, REVISIONS OR MODIFICATIONS**

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the CDA amendment process. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by State Legislature or as directed by the Executive Branch of State government.

## **ARTICLE XIV. 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, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be submitted to [ADRC@aging.ca.gov](mailto:ADRC@aging.ca.gov).
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the ADRC Branch, California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet (Exhibit A, STD 215) of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.



## **ARTICLE XV. DEPARTMENT CONTACT**

- A. CDA shall, upon full execution of this Agreement, provide the contact information of a staff person to whom Contractor may request revisions, waivers, or modifications affecting this Agreement, upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative(s) (ACR) for this Agreement to [ADRC@aging.ca.gov](mailto:ADRC@aging.ca.gov). This notice should include the ACR's phone number, email address, and/or FAX number.

## **ARTICLE XVI. INFORMATION INTEGRITY, AND SECURITY**

### **A. Information Assets**

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; and DOF Budget Letter 06-34.

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

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

### **B. Encryption of Computing Devices**

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data collected under this Agreement, including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media

ARTICLE XVI. INFORMATION INTEGRITY, AND SECURITY (Continued)

(including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the consumer, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, 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, and its Subcontractors/Vendors, 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.

ARTICLE XVI. INFORMATION INTEGRITY, AND SECURITY (Continued)

D. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

E. Information Integrity and Security Statement

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

F. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at [https://www.aging.ca.gov/Information\\_Security/Security\\_Incident\\_Reporting\\_Procedures/](https://www.aging.ca.gov/Information_Security/Security_Incident_Reporting_Procedures/).

G. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

H. Software Maintenance

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

I. Electronic Backups

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

**ARTICLE XVI. INFORMATION INTEGRITY, AND SECURITY (Continued)**

**J.     Provisions of this Article**

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

**ARTICLE XVII. COPYRIGHTS AND RIGHTS IN DATA**

**A.     Copyrights**

1.     If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2.     The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3.     If the material is copyrighted with the consent of CDA, 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.
4.     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 paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. 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 CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

ARTICLE XVII. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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 CDA and the Contractor to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, 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.