

**AMENDMENT THREE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____. 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Center for Independence of Individuals with Disabilities, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for establishing and Aging and Disability Resource Center with a "No Wrong Door" policy in San Mateo County on October 12, 2022; and

WHEREAS, the parties wish to amend the Agreement to extend the dates, increase contract amount and update the exhibits.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2, Paragraph 1 of the agreement is amended to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibit B (rev. 4/23/2025), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A (rev. 4/23/2025).

2. Section 3, Paragraph 1 of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A (rev. 4/23/2025), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (rev. 4/23/2025). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed One Million and Ninety Three Dollars (\$1,000,093). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Section 4, Paragraph 1 of the agreement is amended to read as follows:


Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2022 through June 30, 2026.

4. Exhibit A (rev. 5/21/2024) is replaced with Exhibit A (rev. 4/23/2025).

5. Exhibit B (rev. 5/21/2024) is replaced with Exhibit B (rev. 4/23/2025).
6. Exhibit C is replaced with Exhibit C (rev. 4/23/2025).
7. Exhibit D is replaced with Exhibit D (rev. 4/23/2025).
8. All other terms and conditions of the agreement dated October 12, 2022, amendment one dated September 18, 2023, and amendment two dated June 25, 2024, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Center for Independence of Individuals with Disabilities

Signed by:

15CB3F7D94DC48C...

Contractor Signature

6/3/2025

Date

Ligia Andrade Zuniga

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A (Rev. 4/23/2025)

The purpose of this contract is to support Designated ADRCs in developing, implementing, and sustaining a local No Wrong Door (NWD) system that enhances consumer access to existing long-term services and supports options through funding from the ADRC Infrastructure Grants Program pursuant to the California Welfare and Institutions Code Sections 9120-9122 for the term of October 1, 2022 through June 30, 2026.

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; and
- Establishing consumer-friendly entry points, or new interfaces, for people seeking LTSS options at the community level.

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
- E. "ADRC Core Partners" means Area Agencies on Aging and Independent Living Centers jointly approved by the State as an Emerging ADRC or Designated ADRC Program.
- 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 (AAA) 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 Partners, to be the entity responsible for submitting reimbursement requests and other required reports as mandated by statute. Aging and Disability Services is the AAA in San Mateo County and is responsible to the State for requiring all Core and extended partners to implement the terms of this Agreement.
- H. "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. "Designated ADRC" is a local partnership operating an ADRC program and has been verified in meeting the ADRC Designation Criteria.
- J. "Emerging ADRC" is a local partnership formally recognized by the State as going through the planning, development, implementation, and application process to become a Designated ADRC.

- K. "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.
- L. "Extended Partners" means organizations that, along with the ADRC Core Partners, form the local ADRC and No Wrong Door (NWD) System. Extended Partners form the local ADRC and NWD System but are not designated to independently operate as an ADRC Program.
- M. "ILC" means an Independent Living Center.
- N. "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>
- O. "Marketing/Outreach Plan" means a plan developed by the local ADRC Core Partners for publicizing the ADRC and its local services to local consumers.
- P. "No Wrong Door System" means a system that enables consumers to access all long-term services and supports (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 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)).
- Q. "Options Counseling" means a session with a professional, trained in person-centered options counseling, who provides person-centered supports in planning for LTSS.
- R. "Outreach" means activities that identify and reach target populations with information about the local ADRC and its services.
- S. "Person-Centered Practices" include both person-centered thinking and person-centered planning, and incorporates a philosophy that strives to ensure a consumer remains in charge of his/her own decisions regarding LTSS.
- T. "Service Area" means one or more counties or major portions of a geographical area that is serviced by the local ADRC partnership.
- U. "Short-Term Service Coordination" means 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.
- V. "Transition Services" means professional or peer coordination and facilitation services necessary to support a consumer's right to move from a health care facility and receive LTSS in a community-based setting.

Scope of Work for all ADRCs:

CID and ADS shall:

- A. Maintain ADRC status and be in good standing with the CDA by meeting the requirements in the California Welfare and Institutions Code sections 9120-9122, and the California ADRC Designation Criteria.
- B. Participate in training and technical assistance provided by CDA and other State and local-level partners, as required by CDA.
- C. Identify 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.

- D. Submit a Closeout Report as specified in Exhibit B.
- E. Develop a "No Wrong Door System" as defined in the Welf. & Inst. Code §9121(b) in the designated area served by the ADRC.
- F. 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.
- G. Identify ADRC partner organizations as ADRC partners on CID and ADS' website, walk-in office locations, and printed and electronic materials, as deemed reasonable and appropriate.

Scope of Work items specific to Designated ADRCs:

- A. Comply with the following reporting requirements:
 - 1. CID will submit the completed ADRC Service Data Report Form (CDA 7029) to ADS by January 10, April 10, July 10, and October 10. ADRC data reports shall adhere to the ADRC Service Data Report Instructions (CDA 7029i).
 - 2. ADS will submit the ADRC Service Data Report Form (CDA 7029) to ADRC@aging.ca.gov by January 31, April 30, July 31 and October 31. ADRC data reports shall adhere to the ADRC Service Data Report Instructions (CDA 7029i).
- B. CID shall maintain adequate staff to meet the Agreement. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- C. Nothing contained in this Agreement shall create any contractual relationship between CDA and any subcontractors besides CID, and no subcontract shall relieve the CID of their responsibilities and obligations hereunder. CID shall be liable for any acts and omissions either directly or indirectly employed in violation of this Agreement.
- D. Contractor shall indemnify and save harmless the California Department of Aging, and County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: 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 Subcontractors in the performance of this Agreement.

Exhibit B (Rev. 4/23/2025)

County shall reimburse CID for expenses incurred resulting from the scope of work outlined in Exhibit A. Services described in this Exhibit B reflect program funding and payment method. The ADRC shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable Federal laws, and the standards and requirements established through this agreement.

Funding is made available through CDA according to the following budget display:

Grant Period	Grant Amount	Availability
October 1, 2022 – June 30, 2024	\$196,368	Funds available for expenditures through 6/30/2024
July 1, 2023 – June 30, 2025	\$199,386	Funds are extended for expenditures through 6/30/2025
July 1, 2024 – June 30, 2026	\$286,266	Funds are available for expenditures through 6/30/2026
July 1, 2025 – June 30, 2026	\$318,073	Funds are available for expenditures through 6/30/2026

A. Expenditure of Funds

1. CID shall expend all funds received through this Agreement by June 30, 2026. CID shall submit monthly invoices to County by the 10th of each month.
2. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Supporting documents are required to be submitted along with invoices. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2026 will be due by July 7, 2026, to facilitate timely payment.

County may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as County determines that the financial management standards are met.

3. 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 ADS from paying any differences between the CalHR rates and any rates ADS is obligated to pay under other contractual agreements using funds from other non- CDA sources.

4. 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)]
5. County reserves the right to refuse payment to the CID or disallow costs for any expenditure out of compliance with this Agreement including, but not limited to, 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. CID shall maintain accounting records for funds received under the terms and conditions of this Agreement for a minimum of seven (7) years from the end of the grant year. These records shall be separate from those for any other funds administered by the County 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.
2. A mid-year review, scheduled for January 2026, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.
3. Submit a single closing report of expenses with supporting documentation for each program by July 16, 2026. Final expenditures must be reported to County in accordance with the budget. If the expenditures reported by the Contractor exceed the advanced amount, County will reimburse the difference to the Contractor up to the Agreement amount. If the expenditures reported by the Contractor are less than the advanced amount, County will invoice the Contractor for the unspent funds.
 - a. Documentation should include the following:
 - General ledger of expenditures for the contracted program;
 - Applicable payroll register;
 - Lease agreements and allocation percentage for rent cost;
 - Equipment invoices;
 - Vendor invoices for large purchases; and

4. Financial Management Systems

County 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 identify adequately the source and application of funds for budgeted activities,
- c. Written procedures for determining the reasonableness, allocation, and allowance of costs in accordance with the provisions of the 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. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, CID shall return to the County immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. 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, 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 CID 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 CID has received an executed contract.

E. Interest Earned

1. Interest earned on advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by ADS and CID for administrative expenses.
2. Interest earned on advances of funds shall be identified as non-match cash.
3. CID must maintain advance payments in interest-bearing accounts, unless the following apply:
 - a. The Contractor receives less than \$120,000 in awards per year
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

4. Funding Reduction(s)

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:

- a. Terminate the Contract, or
- b. Offer an amendment to the Contractor to reflect the reduced funding for this Contract.

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.

F. Budget submission and revision

1. The ADRC Infrastructure Grants Program Budget (CDA 239) 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:
 - a. Administration Costs
 - b. Program Costs (includes program-related personnel, fringe benefits, outreach, training, supplies, equipment, and travel)
 - c. Indirect Costs
 - d. Subcontracted Service Costs
 - e. Equipment – including detailed descriptions and unit costs.
2. CID 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. CID may achieve this through detailed invoices. It shall be the CID's responsibility to substantiate costs.
3. Unless otherwise specified by CDA, the final budget revision must be submitted no later than one hundred and twenty (120) days prior to the ending date of the Contract. Any budget revisions after this date are subject to rejection and may result in disallowed costs.
4. Budgeting processes and technical instructions shall be issued to the CID under separate cover.

G. 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 allowable for total indirect costs (includes both Administration Indirect plus Program Indirect Costs) is twenty percent (20%) (or a federally negotiated indirect cost rate, if applicable) of the Contractor's Modified Total Direct Costs (MTDC), excluding contractor costs.
3. The maximum reimbursement allowable for a contractor's total indirect cost (includes both Administration Indirect plus Program Indirect Costs) is twenty percent (20%) (or a federally negotiated indirect cost rate, if applicable) of the Subcontractor's Total Modified Direct Costs (MTDC).
4. Contractor requesting reimbursement for indirect costs shall retain an allocation plan documenting the methodology used to determine the indirect costs.
5. CID shall be reimbursed only for expenses itemized in the approved ADRC Infrastructure Grants Program Budget and Budget Display.

H. Any budget, and budget revisions created must be prepared and agreed upon by ADS and CID.

I. 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.

- J. CID's administrative costs are limited to 20% of its total contract amount as awarded by ADS. 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 approved by County
- K. Payments
1. Contractor must be current on all reporting requirements, and the Contractor must maintain its ADRC status.
 2. Payments will be made to reimburse expenditures reported unless Contractor pre-selects an Advance method. The availability of advances is subject to change on an annual basis and should not be a relied upon method of payment for future planning.
- L. Closeout
- Submit closeout report to County by July 16th 2026.

Exhibit C (rev. 4/23/2025)

In consideration of the services provided by CID in Exhibit A and subject to the terms of the Agreement, CID and ADS shall try to meet the below performance measures:

PERFORMANCE MEASURE:

Measure	FY 2024-25 Estimated	FY 2025-26 Projected
Number of older adults/adults with disabilities assisted	500 older adults/adults with disabilities	525 older adults/adults with disabilities

Exhibit D (rev. 4/23/2025)

A. Assurances

1. The Contractor shall 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.
2. The Contractor shall comply with all federal statutes relating to nondiscrimination. Contractor shall comply 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.

B. 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.

C. 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.
 - 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 County 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 all amendments to this Agreement or other required documentation relating to the Subcontractors' debarment/suspension status.

D. Lobbying Certification

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.

E. 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."

F. 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.

G. The Contractor shall not obligate funds for this Agreement for services beyond the ending date of this Agreement.

H. Any contracting 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.

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

J. The State may 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.

K. Equipment and Procurement

1. 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.

2. 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"
3. Bid Requirements: Contractor is required to use formal advertisement competitive bidding process for equipment.
4. Disposition of Equipment: Grantees are required to contact County for disposition instructions of equipment. Under no circumstances shall equipment purchased under the terms of this grant be disposed of in any way without prior written approval from County.
5. Contractor must maintain a copy of their procurement systems guidelines, rules or regulations that will be 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.
6. The Contractor shall seek prior approval from the County through the budget and/or budget revisions for any equipment purchase with a per unit cost of over \$5,000 or any computing devices regardless of cost. The Contractor must provide in its request for approval all particulars necessary, as specified by County, for evaluating the necessity or desirability of incurring such costs.

L. Allowable Advertising Expenses Only the following advertising expenses are allowable:

1. Costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like.
2. The recruitment of personnel required for performance of this grant.
3. The procurement of goods and services for the performance of this grant.
4. Program outreach and other specific purposes necessary to meet the requirements of this grant.

M. Expenses such as, but not limited to, the following are unallowable expenditures and will NOT be paid under this contract:

1. Bad Debts
2. Lobbying activities
3. Political or legislative advocacy work
4. Food/refreshments (including bottled water or water service)
5. Fundraising
6. Interest, penalty charges, late fees, or bank fees
7. Out of state travel, except as approved through the budget and invoicing process
8. Purchase of equipment, except as approved through the budget and invoicing process
9. Advertising expenses not stated in the above section.
10. Contingency fund for reserves
11. Supplies that do not have a direct application to the approved budget
12. Consumer wages/subsidies/stipends/incentives
13. Employee cash bonuses, prizes for contests or loans
14. Cash assistance to consumers including vendor payments, deposits or fees for services.
15. Entertainment
16. Expenses which are described as "miscellaneous" or "etc."
17. Clothing
18. Modular equipment/panels
19. Moving expenses (e.g., mileage, storage, or rental of vehicles)
20. Staff training that does not have a direct application to the allowable activities and approved budget
21. Severance pay or COBRA
22. Memberships and/or dues that do not have direct application to grant services
23. Commute mileage
24. Building maintenance (e.g., any type of building repairs, replacement of windows or any improvement of real property.)
25. Promotional and marketing items colloquially known as "Stuff We All Get." Or "S.W.A.G."
26. Assistive Technology (e.g., ramps or wheelchairs).
27. Gift cards or gift certificates (physical or electronic)
28. Raffles
29. Social events [meal: (breakfast, brunch, lunch, or dinner)]; souvenirs (e.g., party favors); or rewards for providing services or goods
30. In-kind goods, services, or transactions

N. Monitoring and evaluation

1. Authorized State and County representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants.
2. The Contractor shall cooperate with the County in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
3. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of this Agreement.
4. County shall monitor contractors' ADRC Infrastructure Grants Program budgets, expenditures, and any subsequent amendments and revisions to all budgets and program narratives. Contractor shall be monitored on the 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 provision of this agreement.

O. Audit Requirements

1. The State and County 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, County 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 and County 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.
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.

Single Audit Reporting Requirements

Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984 (Public Law 98-502); the Single Audit Act Amendments of 1996 (Public Law 104-156); and 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521

The copy shall be submitted to County within the earlier of 30 days after receipt of the auditor's report or nine 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.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.

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

P. Dissolution of ADRC

The Contractor shall notify County and 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.

Q. Amendments, Revisions or Modifications

The State and County 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.

R. 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

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

T. 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.

U. 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/

V. 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.

W. 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.

X. 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.

Y. Copyrights

- 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.
- The Contractor may request permission to copyright material by writing to County.
- 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.
- 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.

Z. Rights in Data

- 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 County. 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.
- 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 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 County and the Contractor to facilitate uniformity of contract and program administration on a statewide basis.
- 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.