

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

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

W I T N E S S E T H:

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 an 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. 5/21/2024), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A (5/21/2024).

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. 5/21/2024), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B(Rev. 5/21/2024). 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 SIX HUNDRED EIGHTY TWO THOUSAND AND TWENTY DOLLARS (\$682,020). 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, 2025.
4. Exhibit A is replaced with Exhibit A (Rev. 5/21/2024)
5. Exhibit B is replaced with Exhibit B (Rev. 5/21/2024)
6. **All other terms and conditions of the agreement dated October 12, 2022 and amendment one dated September 18, 2023 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

Pat Carbullido
Contractor Signature

6/5/2024
Date

Pat
Carbullido
Contractor Name (please
print)

For County:

Purchasing Agent Signature
County of San Mateo
(Department Head of Authorized
Designee)

Date

Purchasing Agent Name (please print)
County of San Mateo
(Department Head of Authorized Desig

**Exhibit A (Rev.
5/21/2024)**

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, 2025.

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 Agency(ies) on Aging and Independent Living Center(s) 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 Adult 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?IEOrcNUV0zbTSniLnKkrYg%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 incorporate 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 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.

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 AAS 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 AAS' 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 AAS 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. AAS 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.

A. Expenditure of Funds

1. CID shall expend all funds received through this Agreement by June 30, 2025. CID shall submit monthly invoices to County by the 10th of each month.
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 AAS from paying any differences between the CalHR rates and any rates AAS 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. 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. 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, 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 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 AAS 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: 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.

F. Budget submission and revision

- A. 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:
 1. Administration Costs
 2. Program Costs (includes program-related personnel, fringe benefits, outreach, training, supplies, equipment and travel)
 3. Indirect Costs
 4. Subcontracted Service Costs
 5. Equipment – including detailed descriptions and unit costs.
- B. 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.

C. 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.

D. Budgeting processes and technical instructions shall be issued to the CID under separate cover.

G. Indirect Costs

- 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).

- 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.

- 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).

- Contractor requesting reimbursement for indirect costs shall retain an allocation plan documenting the methodology used to determine the indirect costs.

- 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 AAS 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. AAS administrative costs are limited to twenty percent (20%) of the total grant allocation and should be reported as administration in the Budget, or as directed by CDA. CID's administrative costs are limited to 20% of its total contract amount as awarded by AAS. Administrative Costs are the financial costs characterized by the following types of activities:

- Dollar value of salaries and benefits associated with staff time dedicated towards the administration of ADRC (i.e., human resource, accounting services, etc.).

- Cost of training for performing ADRC-related administrative functions such as record keeping and accounting, etc.

- Cost of compiling and reporting ADRC data to CDA.

- Administration Indirect costs as approved by County

K. Payments

- Contractor must be current on all reporting requirements, and the Contractor must maintain its ADRC status.

- 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 June 18, 2025.