

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
20-213

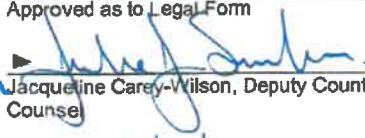


SAP Number

Department of Aging and Adult Services

Department Contract Representative	<u>Cesar Bernal</u>
Telephone Number	<u>(909) 798-8527</u>
Contractor	<u>California Department of Aging</u>
Contractor Representative	<u>Grace Parker</u>
Telephone Number	<u>(916) 419-7157</u>
Contract Term	<u>March 1, 2020 through June 30, 2021</u>
Original Contract Amount	<u>\$559,514</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$559,514</u>
Cost Center	<u>5290001036</u>

Briefly describe the general nature of the contract: Grant award agreement (State Agreement No. AE-1920-12) from the California Department of Aging for the Aging and Disability Resource Connection Program to develop and implement the No Wrong Door System to assist older adults, people with disabilities, and caregivers in navigating long-term serves and supports, in the amount of \$559,514, for the period of March 1, 2020 through June 30, 2021.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
 Jacqueline Carey-Wilson, Deputy County Counsel		 Sharon Nevins, Director
Date <u>5/6/2020</u>	Date _____	Date <u>5/6/20</u>

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

AE-1920-12

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 San Bernardino Aging & Adult Services

2. The term of this Agreement is:

START DATE

March 1, 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$ 559,514 Five hundred fifty-nine thousand five hundred fourteen 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
Exhibit B	Budget Detail and Payment Provisions	8
Exhibit C *	General Terms and Conditions - GTC 4/2017	0
Exhibit D	Special Terms and Conditions	23

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 San Bernardino Aging & Adult Services

CONTRACTOR BUSINESS ADDRESS

784 E. Hospitality Lane

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Curt Hagman

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

MAY 19 2020

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 Vol. 1, Section 4.04, A., (4)

**AE-1920-12 Contract
Scope of Work – Exhibit A**

SCOPE OF WORK

1. The Contractor agrees to the provisions described herein Agreement number AE-1920-12.
2. The services shall be performed in the following county(ies) or major portions of a geographical area: San Bernardino County.
3. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: San Bernardino County Dept. of Aging and Adult Services
Name: ADRC Program Manager	Name: Sharon Nevins, Director
Phone: (916) 419-7543	Phone: (909) 891-3917
Fax: (916) 928-2506	Fax:
Email: ADRC@aging.ca.gov	Email: Sharon.Nevins@hss.sbcounty.org

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: San Bernardino County Dept. of Aging and Adult Services
Section/Unit: Business Management Branch	Section/Unit:
Attention: Grace Parker	Attention: Sharon Nevins, Director
Address: 1300 National Dr., Ste 200 Sacramento, CA 95834	Address: 784 E. Hospitality Lane San Bernardino, CA 92408
Phone: (916) 419-7157	Phone: (909) 891-3917
Fax: (916) 928-2500	Fax:
Email: grace.parker@aging.ca.gov	Email: Sharon.Nevins@hss.sbcounty.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

**AE-1920-12 Contract
Scope of Work – Exhibit A**

and approval to operate as an ADRC program and 2) aid Designated ADRC programs in 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 are identified and approved as Emerging ADRCs 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, as well as, support the planning, development, implementation, and application process for designation through funding from the ADRC Infrastructure Grants Program pursuant to the California Welfare and Institutions Code sections 9120-9122.

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>
- E. "ADRC Core Partners" means at least one Area Agency on Aging and one Independent Living Center that have jointly been State-approved as an Emerging ADRC or Designated ADRC Program which is a NWD model for providing, to Californians, information about LTSS and streamlining access to public health and human service programs.
- 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.

ARTICLE I. PROGRAM DEFINITIONS (continued)

- H. “Core Services” or “Core 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 call center, online and/or resource directory services to increase consumers’ access to LTSS.
- 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 operated 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?IE0rcNUV0zbTSniLnKkrYq%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 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.

ARTICLE I. PROGRAM DEFINITIONS (continued)

- Q. “Person-Centered Practices/Counseling” means professional advice that helps a consumer remain 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 shall:

- A. Maintain status to operate as an Emerging ADRC 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, 2020 for approval. CDA shall provide additional technical instructions to the Contractor under separate cover.
- C. Establish and implement the following four ADRC core services/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.

ARTICLE II. SCOPE OF WORK (continued)

- 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 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-1920-12 Contract
Budget Detail, Payment Provisions, and Closeout – Exhibit B**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received through this Agreement by June 30, 2021.
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. [State Contracting Manual, section 3.17.2, subsection 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-1920-12 Contract
Budget Detail, Payment Provisions, and Closeout – Exhibit B

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-1920-12 Contract
Budget Detail, Payment Provisions, and Closeout – Exhibit B

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-1920-12 Contract
Budget Detail, Payment Provisions, and Closeout – Exhibit B

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 total maximum reimbursement amount allowable for Contractor's indirect costs is ten percent (10%) of the total grant allocation.
 - 3. The total maximum reimbursement amount allowable for a subcontractor's indirect costs is ten percent (10%) of the subcontractor's total contract amount.
 - 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.

ARTICLE III. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. 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.

AE-1920-12 Contract
Budget Detail, Payment Provisions, and Closeout – Exhibit B

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

- B. The Contractor shall electronically submit the Budget and Budget Revisions to ADRC@aging.ca.gov.
- C. 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.
- D. 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. Administrative Costs are the financial costs of the following:
 - 1. Salaries and benefits associated with staff time dedicated towards the administration of ADRC (i.e., human resource, accounting services, etc.).
 - 2. Training for performing ADRC-related administrative functions such as record keeping and accounting, etc.
 - 3. Compiling and reporting ADRC data to CDA.
 - 4. Indirect costs as defined in Article II of this Exhibit.
- E. 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.
- F. 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:

- 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.

AE-1920-12 Contract
Budget Detail, Payment Provisions, and Closeout – Exhibit B

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 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.
- 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 no later than July 31, 2021.
- B. If the final expenditures reported by the Contractor exceed the contract amount, CDA shall only reimburse the Contractor up to the contract amount.

AE-1920-12 Contract
Budget Detail, Payment Provisions, and Closeout – Exhibit B

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.

Exhibit B- Budget Detail, Payment Provisions, and Closeout

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

March 1, 2020 through June 30, 2021

San Bernardino County Department of Aging and Adult Services

	Allocation	Adjustments	TOTAL
2019-20 (March 1, 2020- June 30, 2020)			
ADRC Baseline Amount	\$90,000	\$0	\$90,000 ^{a)}
ADRC Allocated Amount	\$189,757	\$0	\$189,757 ^{a)}
TOTAL Available	\$279,757	\$0	\$279,757
2020-21 (July 1, 2020- June 30, 2021)			
ADRC Baseline Amount	\$90,000	\$0	\$90,000 ^{b)}
ADRC Allocated Amount	\$189,757	\$0	\$189,757 ^{b)}
TOTAL Available	\$279,757	\$0	\$279,757

(a) Funds are available for expenditure through 6/30/21. Expenditures must be reported in closeout by 7/31/21.

(b) Expenditures must be reported in closeout by 7/31/21.



**ADRC INFRASTRUCTURE GRANTS PROGRAM BUDGET
 SUMMARY**

ADRC Name	San Bernardino County ADRC
Organization Name	San Bernardino County Department of Aging and Adult Services
Contract Number	AE-1920-12
Contract Term	Fiscal Years 19/20 and 20/21
Version	Original
Date	4/23/2020

Administration Costs

BUDGET LINE ITEMS	TOTAL
Personnel	58284
Operating Expenses	666
Indirect Costs	0
Total Administration Costs	58950

Program Costs

BUDGET LINE ITEMS	TOTAL
Personnel	81000
Operating Expenses	127034
Indirect Costs	6623
Total Program Costs	214657

Subcontracted Service Costs

BUDGET LINE ITEMS	TOTAL
Subcontractor Costs	252657
Vendor Costs	36250
Total Subcontracted Service Costs	288907

Totals

TOTAL BUDGETED COSTS	589514
TOTAL INDIRECT COSTS	6623
PERCENTAGE OF INDIRECT COSTS FROM TOTAL BUDGET	1%

I, as a representative of the Contractors named in the agreement, understand that this is an electronic signature. By providing my name, title and date, I certify that this Budget has been agreed upon by all Contractors, all the provided information is accurate, reliable and complete to the best of my knowledge and have the ability to confirm it.

Cesar Bernal, Administrative Supervisor II	4/24/2020
Full Name and Title	Date

FOR STATE USE ONLY	
Approved By:	Date:

For questions or accessibility assistance with this financial document, please contact ADRC@aging.ca.gov.

BUDGET NARRATIVE

San Bernardino County ADRC
San Bernardino County Department of Aging and Adult Services
AE-1920-12
Fiscal Years 19/20 and 20/21
Original
4/23/2020
<p>1. What work plans (e.g., goals, objectives, services/activities, etc.) will be funded with the ADRC Infrastructure Grants Program?</p> <p>The ADRC Infrastructure Grants Program will fund projects necessary to establish the ADRC of San Bernardino County, including, but not limited to, implementing a single information and referral system across core and extended partners, sharing a single resource directory, deploying a shared smart telephony system for warm transfers, establishing a dedicated ADRC telephone line, generating ADRC service delivery reports, publishing a public resource directory and website, promote access through widespread accessibility features and tools, hiring an ADRC resource advisor, hiring an ADRC liaison, launching a Countywide ADRC marketing campaign, training extended partners on ADRC core elements, and leveraging technology to enhance intake and assessment in person and remotely.</p>
<p>2. Identify important milestones and deliverables that will be accomplished through the use of these funds.</p> <p>Each of the work plan items outlined in this document are in service of meeting the ADRC Designation Key Indicators, including marketing plan results and materials, public I&R database, shared ADRC methods and tools, functional assessment process, uniformed assessment for LTSS service delivery, Medi-Cal eligibility assistance, transition services partnership agreement, local contact agency partners, partner MOU, core and extended partners list, staff training plan and records, ADRC service delivery staff list, advisory committee and meetings, financial sustainability plan, adequate administrative staffing and information management, consumer satisfaction surveys, IT/MIS support, and service delivery tracking.</p>
<p>3. What are your anticipated results? Please identify ways people or circumstances will be improved through the ADRC Infrastructure Grants Program. Provide measures to help identify the intended impact these funds are intended to achieve (e.g., increase number of people served, percent improvement in services, etc.)</p> <p>The goals of the ADRC of San Bernardino County include empowering individuals to effectively navigate their long-term services and supports options to make informed choices; implementing a No Wrong Door approach, streamlining access to information and LTSS, removing significant barriers individuals face when accessing services, providing objective information about the full range of options available, increasing capacity to provide reliable information and services by bringing new and existing resources together, and ensuring the provision of core ADRC elements: enhanced information and referral, person-centered options counseling, short-term service coordination, and individualized transition services.</p> <p>The success of these goals will be measured by a variety of metrics, including increases in the number of people served, increases in referrals, increased call capacity, increased number of resources available in each region of the County, and percentage improvement in client satisfaction.</p>

For questions or accessibility assistance with this financial document, please contact ADRC@aging.ca.gov.

SUBCONTRACTOR SERVICES*

ADCRC Name Organization Name Contract Number Contract Term Version Date		San Bernardino County ADCRC San Bernardino County Department of Aging and Adult Services AE-1920-12 Fiscal Years 19/20 and 20/21 Original 4/23/2020	ADRC Infrastructure Grant Funds	Other Funds	Purpose
211 San Bernardino County 9624 Hermosa Ave, Rancho Cucamonga, CA 91730 Gary Madden (909) 960-2857, ext. 202		138358			Implementing and expanding shared information and referral system (iCarol). Deploying shared telephony system across core and extended partners for warm transfer referrals (InContact). Providing resource database for public resource directory website. Hiring ADCRC resource specialist position.
WellSky 11300 Switzer Road, Overland Park, KS 66210 Andrew Berg (913) 307-1169		18125			Integrating database and reporting system into iCarol I&R platform.
Q90 95 S 100 E, Payson, UT 84651 John Cheney (801) 491-0705, ext. 166		18125			Integrating database and reporting system into iCarol I&R platform.
San Bernardino County ITSD 834 Hardt Street, San Bernardino, CA 92415 Marcella Ramirez (909) 386-1997		114299			Developing and maintaining public resource directory website, securing domain name, managing hosting, implementing shared cloud document storage solution.
TOTAL SUBCONTRACTOR SERVICE COSTS			288,907		If applicable, the Contractor must provide a separate budget summary, budget narrative, personnel worksheet, contracted services worksheet and equipment worksheet labeled "Sub-A," "Sub-B," "Sub-C," etc. for each subcontractor receiving greater than \$25,000 in grant funding.

For questions or accessibility assistance with this financial document, please contact ADCRC@aging.ca.gov.

ADRC INFRASTRUCTURE GRANTS PROGRAM BUDGET SUMMARY FOR SUB A

ADRC Name	San Bernardino County ADRC
Organization Name	211 San Bernardino County
Contract Number	AE-1920-12
Contract Term	Fiscal Years 19/20 and 20/21
Version	Original
Date	4/23/2020

Administration Costs

BUDGET LINE ITEMS	TOTAL
Personnel	21931
Operating Expenses	
Indirect Costs	7217
Total Administration Costs	29148

Program Costs

BUDGET LINE ITEMS	TOTAL
Personnel	53613
Operating Expenses	
Indirect Costs	5361
Total Program Costs	58974

Subcontracted Service Costs

BUDGET LINE ITEMS	TOTAL
Subcontractor Costs	25536
Vendor Costs	24700
Total Subcontracted Service Costs	50236

Totals

TOTAL BUDGETED COSTS	138358
TOTAL INDIRECT COSTS	12578
PERCENTAGE OF INDIRECT COSTS FROM TOTAL BUDGET	9%

I, as a representative of the Contractors named in the agreement, understand that this is an electronic signature. By providing my name, title and date, I certify that this Budget has been agreed upon by all Contractors, all the provided information is accurate, reliable and complete to the best of my knowledge and have the ability to confirm it.

Cesar Bernal, Administrative Supervisor II	4/24/2020
Full Name and Title	Date

FOR STATE USE ONLY	
Approved By:	Date:

For questions or accessibility assistance with this financial document, please contact ADRC@aging.ca.gov.



**BUDGET NARRATIVE
 SUB A**

San Bernardino County ADRC
211 San Bernardino County
AE-1920-12
Fiscal Years 19/20 and 20/21
Original
4/23/2020
<p>1. What work plans (e.g., goals, objectives, services/activities, etc.) will be funded with the ADRC Infrastructure Grants Program?</p> <p>211 of San Bernardino County currently operates a robust and comprehensive resource database which integrates directly into its information and referral system, iCarol. In order to implement a successful No Wrong Door system Countywide, the ADRC of San Bernardino County will partner with 211 to share its I&R system, as well as shared telephony system for warm transfer referrals (InContact) and resource directory access for the ADRC public resource website. In addition, the ADRC will fund an ADRC Resource Advisor at 211 to serve as the resident expert on aging and disability resources for callers.</p>
<p>2. Identify important milestones and deliverables that will be accomplished through the use of these funds.</p> <p>Each of the work plan items outlined in this document are in service of meeting the ADRC Designation Key Indicators, including public I&R database, shared ADRC methods and tools, functional assessment process, uniformed assessment for LTSS service delivery, Medi-Cal eligibility assistance local contact agency partners, partner MOU, core and extended partners list, staff training plan and records, and service delivery tracking.</p>
<p>3. What are your anticipated results? Please identify ways people or circumstances will be improved through the ADRC Infrastructure Grants Program. Provide measures to help identify the intended impact these funds are intended to achieve (e.g., increase number of people served, percent improvement in services, etc.)</p> <p>The goals of the partnership between the ADRC of San Bernardino County and 211 include empowering individuals to effectively navigate their long-term services and supports options to make informed choices, implementing a No Wrong Door approach, streamlining access to information and LTSS, removing significant barriers individuals face when accessing services, providing objective information about the full range of options available, increasing capacity to provide reliable information and services by bringing new and existing resources together, and ensuring the provision of core ADRC elements: enhanced information and referral, person-centered options counseling, short-term service coordination, and individualized transition services.</p> <p>The success of these goals will be measured by a variety of metrics, including increases in the number of people served, increases in referrals, increased call capacity, increased number of resources available in each region of the County, and percentage improvement in client satisfaction.</p>

For questions or accessibility assistance with this financial document, please contact ADRC@aging.ca.gov.

SUBCONTRACTOR SERVICES*
SUB A

ADRC Name	San Bernardino County ADRC
Organization Name	211 San Bernardino County
Contract Number	AE-1920-12
Contract Term	Fiscal Years 19/20 and 20/21
Version	Original
Date	4/23/2020

Name/Address/Contact Person/Telephone	ADRC Infrastructure Grant Funds	Other Funds	Purpose
NICE InContact 75 W Towne Ridge Pkwy, Sandy, UT 84070 Michele Patterson (801) 320-3309	25536		211 will expand its current contract with InContact in order to incorporate the ADRC of San Bernardino County, including its core and extended partners. This will enable a shared telephony system stemming from the single ADRC hotline number and facilitate warm transfers between partners. The telephony system will also integrate directly with the iCarol I&R system, so that warm transfers additionally include the seamless access of client intake information between partners.
iCarol 1 Antares Drive, Suite 400, Ottawa, ON K2E 8C4 Polly McDaniel (416) 907-4354, ext. 220	24700		211 will expand its current contract with iCarol in order to incorporate the ADRC of San Bernardino County, including its core and extended partners. This will enable a shared I&R system that makes use of 211's resource directory. iCarol will integrate with San Bernardino County Aging and Adult Services' WellSky database and Rolling Start's Q90 CIL Suite Database.
TOTAL SUBCONTRACTOR SERVICE COSTS	50,236	0	*If applicable, the Contractor must provide a separate budget summary, budget narrative, personnel worksheet, contracted services worksheet and equipment worksheet labeled "Sub-A," "Sub-B," "Sub-C," etc., for each subcontractor receiving greater than \$25,000 in grant funding.

For questions or accessibility assistance with this financial document, please contact ADRC@aging.ca.gov.



**ADRC INFRASTRUCTURE GRANTS PROGRAM BUDGET
 SUMMARY FOR SUB B**

ADRC Name	San Bernardino County ADRC
Organization Name	NICE InContact
Contract Number	AE-1920-12
Contract Term	Fiscal Years 19/20 and 20/21
Version	Original
Date	4/23/2020

Administration Costs

BUDGET LINE ITEMS	TOTAL
Personnel	
Operating Expenses	
Indirect Costs	
Total Administration Costs	0

Program Costs

BUDGET LINE ITEMS	TOTAL
Personnel	
Operating Expenses	25536
Indirect Costs	
Total Program Costs	25536

Subcontracted Service Costs

BUDGET LINE ITEMS	TOTAL
Subcontractor Costs	
Vendor Costs	
Total Subcontracted Service Costs	0

Totals

TOTAL BUDGETED COSTS	25536
TOTAL INDIRECT COSTS	0
PERCENTAGE OF INDIRECT COSTS FROM TOTAL BUDGET	0%

I, as a representative of the Contractors named in the agreement, understand that this is an electronic signature. By providing my name, title and date, I certify that this Budget has been agreed upon by all Contractors, all the provided information is accurate, reliable and complete to the best of my knowledge and have the ability to confirm it.

Cesar Bernal, Administrative Supervisor II	4/24/2020
Full Name and Title	Date

FOR STATE USE ONLY	
Approved By:	Date:

For questions or accessibility assistance with this financial document, please contact ADRC@aging.ca.gov.



**BUDGET NARRATIVE
 SUB B**

San Bernardino County ADRC
NICE InContact
AE-1920-12
Fiscal Years 19/20 and 20/21
Original
4/23/2020
<p>1. What work plans (e.g., goals, objectives, services/activities, etc.) will be funded with the ADRC Infrastructure Grants Program?</p> <p>NICE InContact currently provides 211 San Bernardino County with its shared telephony system, and the ADRC seeks to gain access to this service via a contract with 211 San Bernardino County. InContact integrates directly with 211's I&R database (Carol), enabling the real-time routing of calls, warm transfers, instant access to caller intake information, and immediate provision of applicable resources. Through this partnership, 211 will extend its contract with InContact and expand access to the service to all core and extended ADRC partners. This shared access to the same telephony system will ensure that calls to the main ADRC hotline will direct to the next available staff options counselor at 211 and partner agencies.</p>
<p>2. Identify important milestones and deliverables that will be accomplished through the use of these funds.</p> <p>Each of the work plan items outlined in this document are in service of meeting the ADRC Designation Key Indicators, including public I&R database, shared ADRC methods and tools, functional assessment process, uniformed assessment for LTSS service delivery, Medi-Cal eligibility assistance, local contact agency partners, adequate administrative staffing and information management, IT/MIS support, and service delivery tracking.</p>
<p>3. What are your anticipated results? Please identify ways people or circumstances will be improved through the ADRC Infrastructure Grants Program. Provide measures to help identify the intended impact these funds are intended to achieve (e.g., increase number of people served, percent improvement in services, etc.)</p> <p>The goals of the partnership between NICE InContact, 211 San Bernardino County, and ADRC of San Bernardino County include empowering individuals to effectively navigate their long-term services and supports options to make informed choices, implementing a No Wrong Door approach, streamlining access to information and LTSS, removing significant barriers individuals face when accessing services, providing objective information about the full range of options available, increasing capacity to provide reliable information and services by bringing new and existing resources together, and ensuring the provision of core ADRC elements: enhanced information and referral, person-centered options counselling, short-term service coordination, and individualized transition services.</p> <p>The success of these goals will be measured by a variety of metrics, including increases in the number of people served, increases in referrals, increased call capacity, increased number of resources available in each region of the County, and percentage improvement in client satisfaction.</p>



**ADRC INFRASTRUCTURE GRANTS PROGRAM BUDGET
 SUMMARY FOR SUB C**

ADRC Name	San Bernardino County ADRC
Organization Name	San Bernardino County ITSD
Contract Number	AE-1920-12
Contract Term	Fiscal Years 19/20 and 20/21
Version	Original
Date	4/23/2020

Administration Costs

BUDGET LINE ITEMS	TOTAL
Personnel	
Operating Expenses	
Indirect Costs	
Total Administration Costs	0

Program Costs

BUDGET LINE ITEMS	TOTAL
Personnel	
Operating Expenses	114299
Indirect Costs	
Total Program Costs	114299

Subcontracted Service Costs

BUDGET LINE ITEMS	TOTAL
Subcontractor Costs	
Vendor Costs	
Total Subcontracted Service Costs	0

Totals

TOTAL BUDGETED COSTS	114299
TOTAL INDIRECT COSTS	0
PERCENTAGE OF INDIRECT COSTS FROM TOTAL BUDGET	0%

I, as a representative of the Contractors named in the agreement, understand that this is an electronic signature. By providing my name, title and date, I certify that this Budget has been agreed upon by all Contractors, all the provided information is accurate, reliable and complete to the best of my knowledge and have the ability to confirm it.

Cesar Bernal, Administrative Supervisor II	4/24/2020
Full Name and Title	Date

FOR STATE USE ONLY	
Approved By: _____	Date: _____

For questions or accessibility assistance with this financial document, please contact ADRC@aging.ca.gov.



**BUDGET NARRATIVE
 SUB C**

San Bernardino County ADRC
San Bernardino County ITSD
AE-1920-12
Fiscal Years 19/20 and 20/21
Original
4/23/2020
<p>1. What work plans (e.g., goals, objectives, services/activities, etc.) will be funded with the ADRC Infrastructure Grants Program?</p> <p>The San Bernardino County Information Technology Service Department (ITSD) is the County's internal agency for computing and technology needs. ITSD will develop the public-facing ADRC website, including the searchable resource database provided by 211. In addition, ITSD will secure the domain name, manage hosting, establish ADRC email addresses, update and maintain the website, and implement shared cloud document storage solution.</p>
<p>2. Identify important milestones and deliverables that will be accomplished through the use of these funds.</p> <p>Each of the work plan items outlined in this document are in service of meeting the ADRC Designation Key Indicators, including public I&R database, shared ADRC methods and tools, local contact agency partners, partner MOU, core and extended partners list, staff training plan and records, advisory committees and meetings, adequate administrative staffing and information management, IT/MIS support, and service delivery tracking.</p>
<p>3. What are your anticipated results? Please identify ways people or circumstances will be improved through the ADRC Infrastructure Grants Program. Provide measures to help identify the intended impact these funds are intended to achieve (e.g., increase number of people served, percent improvement in services, etc.)</p> <p>The goals of the partnership between ADRC of San Bernardino County and San Bernardino County ITSD include empowering individuals to effectively navigate their long-term services and supports options to make informed choices, implementing a No Wrong Door approach, streamlining access to information and LTSS, removing significant barriers individuals face when accessing services, providing objective information about the full range of options available, increasing capacity to provide reliable information and services by bringing new and existing resources together, and ensuring the provision of core ADRC elements: enhanced information and referral, person-centered options counseling, short-term service coordination, and individualized transition services.</p> <p>The success of these goals will be measured by a variety of metrics, including increases in the number of people served, increases in referrals, increased call capacity, increased number of resources available in each region of the County, and percentage improvement in client satisfaction.</p>

For questions or accessibility assistance with this financial document, please contact ADRC@aging.ca.gov.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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-1920-12 Contract
Special Terms and Conditions – Exhibit D**

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. ADRC Core Partners are deemed approved by the State to develop an ADRC Program and are only subject to its competitive bidding process for goods and services not outlined in its approved Budget and Work Plan.
- 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

ARTICLE V. SUBCONTRACTS (Continued)

- emergency, or more than one vendor/provider cannot reasonably be identified.
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.
- 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 shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its

ARTICLE V. SUBCONTRACTS (Continued)

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.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the ADRC/Community Options and Transitions Unit, 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. 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 that is collected and 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).

ARTICLE XVI. INFORMATION INTEGRITY, AND SECURITY (Continued)

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/.

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.

CERTIFICATION

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report CDA (1025a and 1025b).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be renewed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in this contract
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in this contract.



CERTIFICATION

- I agree to protect the following types of confidential information which include but are not limited to:
 - Social Security number
 - Medical information
 - Claimant and employer information
 - Driver License information
 - Information about individuals that relate to their personal life or identifies or describes an individual
 - Other agencies' confidential and proprietary information
 - Criteria used for initiating audit selection
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
 - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract

- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business-related reason
 - Securing confidential information in approved locations
 - Never removing confidential information from the work site without authorization

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Contractor/Vendor Printed Name and Title:

Curt Hagman, Chairman, Board of Supervisors, County of San Bernardino

Contractor/Vendor Signature:

Date:

MAY 19 2020

CDA Program/Project:

Aging and Disability Resource Connection Program

Contract Number:

AE 1920-12

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of San Bernardino	95-6002748

By (Authorized Signature)



Printed Name and Title of Person Signing

Curt Hagman, Chairman, Board of Supervisors

Date Executed	Executed in the County of
MAY 19 2020	San Bernardino

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures 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 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
 CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed):	Federal ID Number: 95-6002748
By (Authorized Signature): 	
Printed Name and Title of Person Signing: Curt Hagman, Chairman, Board of Supervisors, County of San Bernardino	
Date Executed: MAY 19 2020	Executed in the County and State of: San Bernardino County, California
Indicate all California Department of Aging contracts your organization participates in:	
<input type="checkbox"/> Area Plan (AP)	<input checked="" type="checkbox"/> Financial Alignment (FA)
<input checked="" type="checkbox"/> HICAP (HI)	<input checked="" type="checkbox"/> MIPPA (MI)
<input checked="" type="checkbox"/> MSSP (MS)	<input checked="" type="checkbox"/> SNAP-Ed (SP)
<input checked="" type="checkbox"/> Title V (TV)	

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____ Deputy

