

| | |
|--------------------------------|---|
| AGREEMENT NUMBER FP-1920-29 | 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 El Dorado

2. The term of this Agreement is:

START DATE
February 1, 2020

THROUGH END DATE
June 30, 2021

3. The maximum amount of this Agreement is:
 \$143,750 – One hundred forty-three thousand seven hundred fifty 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 | 4 |
| Exhibit B | Budget Detail and Payment Provisions | 8 |
| Exhibit C* | General Terms and Conditions | GTC 04/2017 |
| Exhibit D | Special Terms and Conditions | 23 |
| Exhibit E | Additional Provisions | 3 |

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 www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

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 El Dorado

| | | | |
|--|---------------------|-------------|-------------------|
| CONTRACTOR BUSINESS ADDRESS 3057 Briw Road, Suite B | CITY Placerville | STATE CA | ZIP 95667-5335 |
|--|---------------------|-------------|-------------------|

| | |
|--|--------------------------------------|
| PRINTED NAME OF PERSON SIGNING Brian Veerkamp | TITLE Chair, Board of Supervisors |
|--|--------------------------------------|

| | |
|--|------------------------|
| CONTRACTOR AUTHORIZED SIGNATURE  | DATE SIGNED 3/17/20 |
|--|------------------------|

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

| | | | |
|--|--------------------|-------------|-------------------|
| CONTRACTING AGENCY ADDRESS 1300 National Drive, Suite 200 | CITY Sacramento | STATE CA | ZIP 95834-1992 |
|--|--------------------|-------------|-------------------|

| | |
|---|--|
| PRINTED NAME OF PERSON SIGNING Nate Gillen | TITLE Chief, Business Management Branch |
|---|--|

| | |
|---|-------------------------|
| CONTRACTING AGENCY AUTHORIZED SIGNATURE  | DATE SIGNED 5/4/2020 |
|---|-------------------------|

| | |
|--|---|
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION, IF APPLICABLE AG OP 80-111. |
|--|---|

**EXHIBIT A
SCOPE OF WORK**

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **FP-1920-29**.
2. The services shall be performed in Planning and Service Area(s): 29.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

| | |
|--|---------------------------------|
| State Agency: California Department of Aging | Contractor: County of El Dorado |
| Name: Brian T. Carter, Fall Prevention Coordinator | Name: Richard Todd |
| Phone: (916) 419-7556 | Phone: (530) 621-6161 |
| Fax: (916) 928-2510 | Fax: (530) 653-2207 |

Direct all contract inquiries to:

| | |
|--|---|
| State Agency: California Department of Aging | Contractor: County of El Dorado |
| Section/Unit: Business Management Branch | Section/Unit: |
| Attention: Grace Parker | Attention: Richard Todd, Director |
| Address: 1300 National Dr., Ste 200 Sacramento, CA 95834 | Address: 3057 Briw Road, Suite B, Placerville, CA, 95667-5335 |
| Phone: (916) 419-7157 | Phone: (530) 621-6161 |
| Fax: (916) 928-2500 | Fax: (530) 653-2207 |
| Email: grace.parker@aging.ca.gov | Email: richard.todd@edcgov.us |

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.

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Dignity at Home Fall Prevention Program

1. **Assembly Bill No. 74 (A.B. 74)** of the State of California Budget Act of 2019, Chapter 23, Appropriation 4170-101-0001, Schedule 2, Provision 4, is the enabling legislation for the Dignity at Home Fall Prevention Program.
2. **Dignity at Home Fall Prevention Program** means a program that provides grants to Area Agencies on Aging (AAAs) to provide fall and injury prevention information, education, referral services, equipment, assessments, services, materials and labor costs to the eligible service population as stipulated in Section (3) below.
3. **Eligible Service Population** means individuals who are sixty (60) years of age or have disabilities and whose adjusted household income does not exceed 80 percent of the area median income and who are at risk of falling or institutionalization. [A.B.74].
4. **Program Requirements** means A.B. 74 program requirements found in the Budget Act of 2019 and California Department of Aging Program Memoranda.
5. **Purchased Fall Prevention Services** means a variety of services including: Injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials and labor costs.

ARTICLE II. SCOPE OF WORK

- A. The Contractor shall provide the following programmatic services to eligible individuals:
1. Information and education about injury prevention to older adults and persons with disabilities.
 2. Referrals and provision of fall and injury prevention resources in eligible individuals' local communities.
 3. In-home environmental assessments.
 4. Instruction on behavioral, physical and environmental aspects of injury prevention.

ARTICLE II. SCOPE OF WORK (Continued)

- B. The Contractor shall purchase injury prevention equipment, services, materials and labor costs for homeowners and renters who meet eligibility requirements established pursuant to Exhibit A, Article II, Section (E) of this Agreement. Equipment, materials and services covered under the program shall include, but not be limited to the following:
1. Grab bars, nonskid surfaces, toilet seat risers, shower seats, and transfer benches.
 2. Indoor and outdoor handrails and threshold modifications.
 3. Reconfiguration of furniture and other elements of the physical home environment to reduce hazards.
 4. Improved lighting including light fixtures, lamps and night lights.
 5. Medication management items (e.g. pill organizers).
 6. Licensed electrician services (i.e., electrical outlets installed by a licensed electrician when necessary to properly place wires that present a trip hazard).
 7. Unsafe flooring repair (e.g. fixing broken/uneven steps or replacing worn carpet/tread).
- C. To carry out the responsibilities of this Agreement, Contractor shall subcontract with local nonprofit agencies that are experienced in injury prevention and home safety services, including, but not limited to, medical providers and hospital systems, independent living centers, and home modification providers.
- D. Participant eligibility for the Dignity at Home Fall Prevention Program shall be limited to those who meet all of the following requirements:
1. Individuals with disabilities or persons 60 years of age and older;
 2. An adjusted household income that does not exceed 80 percent of the area median income;
 3. The older adult or person with a disability has fallen, is at risk for falling, or is at risk for institutionalization.
- E. The Contractor shall perform the following tasks to ensure the integrity of the Dignity at Home Fall Prevention Program:

ARTICLE II. SCOPE OF WORK (Continued)

1. Submission of a one-page description of your fall prevention program.
2. Conduct an intake with each potential program participant to determine eligibility for purchased fall prevention services.
3. Collect and maintain program data for reporting (e.g. number of completed assessments, number of clients served, fall prevention equipment purchased, number of in-home assessments performed and other forms of programmatic data.)
4. Administer program evaluation and quality assurance tools, which may include but are not limited to, client satisfaction surveys and questionnaires.
5. Conduct outreach to ensure the maximum number of eligible individuals participate in the program.
6. Generate monthly expenditure reports and quarterly programmatic reports as required by the State.

Contract #: FP-1920
Budget Detail, Payment Provisions, and Closeout – Exhibit B

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement, no later than 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
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, 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. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.
2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems:

Budget Detail, Payment Provisions, and Closeout – Exhibit B

ARTICLE I. FUNDS (Continued)

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

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

D. Funding Contingencies

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

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal

Contract #: FP-1920
Budget Detail, Payment Provisions, and Closeout – Exhibit B

ARTICLE I. FUNDS (Continued)

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.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
 - ii. Some contracts may be reduced by a greater amount than others, and
 - iii. 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 Contractor shall be reimbursed for expenses only as itemized in the approved Budget (CDA 260) and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as part of Exhibit B.
- B. The Budget must set forth in detail the items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items under this Agreement:

Contract #: FP-1920
Budget Detail, Payment Provisions, and Closeout – Exhibit B

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

1. Direct Costs which include the following:
 - a) Personnel Costs. For each personnel classification, monthly, weekly, or hourly rates, as appropriate together with the percentage of time to be charged to this Agreement and personnel classifications.
 - b) Travel - mileage reimbursement rate, lodging, per diem and other costs.
 - c) Equipment - detailed descriptions of item and unit costs.
 - d) Consultant costs.
 - e) Training.
 - f) Other Costs - a detailed list of other operating expenses.
 - g) Purchased Fall Prevention Services –injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials and labor costs, as stated in Exhibit A, Article II of this Agreement.
2. Administration – Information technology, utilities, rent, and other overhead charges associated with administrative expenses.
3. Indirect Costs - costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
4. Contractual Costs – Subcontractor cost detail.

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

No Program Income is required under the terms and conditions of this agreement.

B. One-Time-Only (OTO) Funds

No One-Time-Only funding is associated with the terms and conditions of this agreement.

Contract #: FP-1920
Budget Detail, Payment Provisions, and Closeout – Exhibit B

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

C. Matching Contributions

No match is required under the terms and conditions of this agreement.

D. Administration

Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

E. Indirect Costs

Contractor Indirect Costs shall be no more than ten percent (10%) of the total program allocation.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. The original Contract budget is due electronically to the Contractor's CDA Fiscal Team Specialist no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.

B. The final date to submit a revised budget shall be no later than ninety (90) days prior to the end of the Contract period unless otherwise specified by CDA.

C. Funds made available under this agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide fall prevention services.

D. Categorical Budget Transfers

The Contractor may transfer contract funds between budget categories (Direct Costs, Administration, Indirect Costs and Contractual Costs) under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA when one or the cumulative categorical budget transfers exceeds twenty-five percent (25%) of the total budget.
2. The Contractor shall maintain a written record of all budget changes and clearly document all budget changes. Such record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records of the Contractor.

Contract #: FP-1920
Budget Detail, Payment Provisions, and Closeout – Exhibit B

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

3. Final budget revision containing categorical adjustments may be submitted as necessary, but no later than ninety (90) days prior to the ending date of this Agreement.

ARTICLE V. PAYMENTS

- A. The State shall reimburse Contractor with Dignity At Home Fall Prevention funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- B. The Contractor shall prepare and submit monthly expenditure reports and Request For Reimbursement reports (CDA 259) in an electronic format to CDA no later than the last business day of each month unless otherwise specified by CDA. The report shall include all programmatic costs and funding sources for the prior month.
- C. During the Contract period, CDA will pay the Contractor on a reimbursement basis.
- D. Expenditure Reports and Requests for Reimbursement will be processed based on approval of actual expenditures. CDA shall notify the Contractor of a disputed expenditure.
- E. The Contractor shall submit timely expenditure reports and CDA 259 reports to CDA. Late expenditure reports and/or late CDA 259 reports may lead to a delay in payment until the following month.
- F. Upon written request by CDA, Contractor must submit additional documentation or justification to support the financial reports, until CDA determines that the financial management standards are met.
- G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

ARTICLE VI. CLOSEOUT

- A. The Fall Prevention Program Financial Closeout (CDA 258) and the Program Property Inventory Certification (CDA 9024) shall be submitted to the Dignity At Home Fall Prevention Program Manager thirty (30) days after the expiration of this Agreement.

ARTICLE VI. CLOSEOUT (Continued)

- B. The Contractor must submit the Fall Prevention Program Financial Closeout (CDA 258) and the Program Property Inventory Certification (CDA 9024) when either the total contract allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.
- C. Final expenditures must be reported to CDA in accordance with the Budget Display (CDA 260) located herein.

ARTICLE VII. LIQUIDATION

- A. Fall prevention purchases and services under this Agreement shall be available for liquidation through June 30, 2022.

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of El Dorado**

| | Allocation | Adjustments | TOTAL |
|---|------------|-------------|-------------------------|
| FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021) | \$143,750 | \$0 | \$143,750 ^{a)} |

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

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, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. "CCR" means California Code of Regulations.
4. "Cal. Gov. Code" means California Government Code.
5. "Cal. Pub. Con. Code" means the California Public Contract Code.
6. "Cal. Civ. Code" means California Civil Code.
7. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
8. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a State award identified in this Agreement.
9. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
10. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.
11. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.
12. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable State statutes, regulations, or the terms and conditions of the State award.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

13. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a State statute, regulation, or the terms and conditions of a State award, including funds where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.
14. "Recoverable cost" means the state share of the questioned cost.

B. Resolution of Language Conflicts

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

1. The Grant Terms and Conditions.
2. The Budget Act of 2019 and A.B. 74.
3. If applicable, other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

ARTICLE II. ASSURANCES (Continued)

C. Nondiscrimination

The Contractor shall comply with all State statutes relating to nondiscrimination. These include those statutes and laws contained in [GC § 12990]. 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.

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 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 internal policies are not used in violation of California Civil Rights Laws.

3. The 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 USC 12101 et seq.]

4. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to 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.

ARTICLE II. ASSURANCES (Continued)

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.

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. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Air/Water pollution violation certification [GC § 4477]
2. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

ARTICLE II. ASSURANCES (Continued)

3. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

I. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA 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 AAA 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.
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. Any subcontracting 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.

ARTICLE II. ASSURANCES (Continued)

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

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

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 subcontractor 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 mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is 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 is final and the Subcontractor has no right of appeal to CDA.

- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.

- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.

- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

ARTICLE V. SUBCONTRACTS (Continued)

- E. The Contractor shall maintain on file copies of subcontracts, memoranda and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless 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.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. 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. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

ARTICLE V. SUBCONTRACTS (Continued)

- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.

ARTICLE VI. RECORDS (Continued)

- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to

ARTICLE VII. PROPERTY (Continued)

acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.

ARTICLE VII. PROPERTY (Continued)

- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the State contracting agency, the California State Auditor, or any of their duly authorized State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises and interviews of project staff and participants.

- A. 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.
- B. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- C. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. General
 - 1. Any duly authorized representative of the State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside State government entity affecting the Contractor, CDA will provide timely notice to Contractor [GC § 8546.7]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts
 - b. Internal controls
 - c. Allocation of expenditures
 - d. Allowability of expenditures
 - e. Equipment expenditures and approvals, if required

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

ARTICLE XI. INSURANCE (Continued)

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:
 - 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 provide 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.

ARTICLE XII. TERMINATION (Continued)

Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. 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.

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 Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. 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. 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.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. 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.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.

ARTICLE XI. INSURANCE (Continued)

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 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 Subcontractor's 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 XII. 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), Legislature or

ARTICLE XII. TERMINATION (Continued)

10. 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 which will 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. Notice of Intent to Terminate by Contractor

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 one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

ARTICLE XII. TERMINATION (Continued)

F. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is 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 XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. 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 State amendment process in accordance with the State Contract Manual. 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 Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. 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 completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

ARTICLE XVI. NOTICES (Continued)

- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

ARTICLE XVIII. 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) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information 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, confidential, sensitive and/or personal identifying information 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 individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement.
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 XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. 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.

F. 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 from unauthorized access and disclosure.

G. 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/ProgramsProviders/#Resources>.

H. Security Breach Notifications

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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

I. 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.

J. 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.

K. 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 XIX. 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.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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.
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 AAAs 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.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

- A. The Contractor shall assure that the following conditions are met:
 - 1. Services are provided only to eligible participants of the Dignity At Home Fall Prevention Program as defined in Exhibit A, Article II, Section D.
 - 2. Funds made available under this Agreement shall supplement, not supplant, any federal, State, or local funds expended by a State or unit of local government to provide fall prevention services.

ARTICLE II. SUBCONTRACTS

The Contractor shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors, and awards contracts to the lowest responsible and responsive bidder(s).

- A. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to Dignity At Home Fall Prevention Program participants, in the delivery of services, in subcontractors operations.
- B. The Contractor shall require all subcontracts to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it relates to services rendered.
- C. The Contractor shall make timely payments to its subcontractors under this Agreement.

ARTICLE III. REPORTING PROVISIONS

- A. The Contractor shall submit written reports to the State, on a format prescribed by CDA, as follows:
 - 1. Quarterly Status Reports
 - a. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. Each report shall include the following information:
 - i. Program Staffing including the full time equivalent (FTE) for each position.
 - ii. Monthly program participant count.

ARTICLE III. REPORTING PROVISIONS (Continued)

- iii. Expenditure data by budget category (Direct Costs, Administration, Indirect Costs, Contractual Costs) and receivables by budget category.
 - iv. Types of purchased fall prevention services provided to Program participants.
 - v. Client Satisfaction Comments. Contractor shall report observations made by program participants and/or the Contractor regarding the effectiveness of the Program's purpose of preventing falls and improving the safety of program participants.
 - vi. Quality Assurance Comments. Contractor must report administrative and programmatic challenges to providing purchased fall prevention services. Contractor may also include areas for potential programmatic improvements.
- b. Reports must be submitted no later than the last day of each month following the close of each reporting period, unless otherwise approved by CDA.
 - c. The Contractor may request that CDA accept a report after the due date. However, the Contractor shall submit a written explanation of the reasons for the delay and the estimated date of submission to the Dignity At Home Fall Prevention Program Mailbox (FallPreventionProgram@Aging.ca.gov).
2. Fiscal Closeout Report (CDA 258 FP)

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package. CDA will transmit specific closeout instructions, including the Closeout Report due date, under separate cover.

- B. The Contractor may, at its discretion, submit additional reports or correspondence to CDA to discuss the status of the program.

ARTICLE III. REPORTING PROVISIONS (Continued)

- C. The Contractor shall electronically submit Dignity At Home Fall Prevention Program quarterly data via email at the FallPreventionProgram@Aging.ca.gov by the due date as indicated below.

| Phase | Reporting Period | Due Date |
|--------------|-------------------------------|------------------|
| Preliminary | February 1 – June 30, 2020 | July 31, 2020 |
| Quarter 1 | July 1 – September 30, 2020 | October 31, 2020 |
| Quarter 2 | October 1 - December 31, 2020 | January 31, 2021 |
| Quarter 3 | January 1 - March 31, 2021 | April 30, 2021 |
| Quarter 4 | April 1 - June 30, 2021 | July 31, 2021 |