

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

AT-2223-57

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 Yolo

2. The term of this Agreement is:

START DATE

10/01/2022

THROUGH END DATE

12/31/2024

3. The maximum amount of this Agreement is:

\$318,366 Three hundred eighteen thousand three hundred sixty-six 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	3
Exhibit A, Attachment 1	Grant Proposal	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B, Attachment 1	Contractor's Detailed Budget	6
Exhibit C	General Terms & Conditions	8

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

Approved as to Form:

Philip J. Pogledich, County Counsel

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

County of Yolo

By Hope P. Welton
Hope P. Welton, Senior Deputy

CONTRACTOR BUSINESS ADDRESS

137 N. Cottonwood Street

CITY

Woodland

STATE

CA

ZIP

95695

PRINTED NAME OF PERSON SIGNING

Oscar Villegas

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 4.04 A.4

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EXHIBIT A
SCOPE OF WORK

1. GRANT AGREEMENT PARTIES:

A. County of Yolo, hereafter referred to as Grantee, and the California Department of Aging (referred to as CDA, or Grantor, or the State) (each a Party, and collectively the Parties) enter into this agreement (Agreement) to provide services under the Access to Technology (ATT) Program administered by the California Department of Aging as detailed pursuant to the terms and conditions of this Agreement below.

2. GRANT PERFORMANCE PERIOD:

A. All work performed must be completed during the grant performance period from October 1, 2022 through December 31, 2024. No expenditure reports for work completed after December 31, 2024 will be paid.

3. GRANT AGREEMENT MANAGERS:

A. The Grant Agreement Managers during the term of this Agreement shall be:

State:	Department of Aging	Grantee:	County of Yolo
Section/Unit:	Home and Community Living	Section/Unit:	Health & Human Services Agency
Attention:	Brian T. Carter Contract Manager	Attention:	Anisa Vallejo HSA Manager I
Address:	2880 Gateway Oaks Drive, Ste 200 Sacramento, CA 95833	Address:	137 N. Cottonwood Street, Woodland, CA 95695
Phone:	(916) 928-4669	Phone:	(530) 661-2629
Email:	brian.carter@aging.ca.gov	Email:	anisa.vallejo@yolocounty.org

Either Party may make changes to the contact names or information above by giving written notice to the other Party. Said changes shall not require an amendment to this Agreement.

4. BACKGROUND

Governor Newsom issued Executive Order (EO) N-73-20 to improve broadband speed and access in California, including improving download speeds for all Californians and to bridge the digital divide for two million Californians who lack broadband access. The EO specifies older adults as a priority population, particularly during the COVID-19 pandemic, as older adults are more vulnerable to COVID-19, are continuing to shelter in-place and may be experiencing reduced interactions with other people and their communities. This has led to increased risks of loneliness and isolation for older adults with potentially negative outcomes to mental and physical health. The EO is also in alignment with goal three of Governor’s Newsom’s Master Plan on Aging that prioritizes addressing the digital divide that directly impacts older adults.

In 2021, the Governor signed Assembly Bill (AB) 135 into law, which added Welfare & Institutions Code (WIC) section 9104, which required the California Department of Aging (CDA) to create the Access to Technology (ATT) program. This ATT program provides all Directors of County Human Services departments with the opportunity to apply for grant

funding provided by the CDA for the administration of services and supports in alignment with the Centers for Medicare & Medicaid Services (CMS) Home and Community Based Services (HCBS) spending plan. The ATT program is a 27-month program (October 1, 2022 - December 31, 2024) to meet the needs of diverse older adults and adults with disabilities to connect older adults and adults with disabilities to technology to help reduce isolation, increase connections, and enhance self-confidence. Grant funds appropriated for this pilot program are non-competitive and will be provided to all county human services departments (hereinafter known as “grantee”) that opt to participate.

5. CONTRACTOR RESPONSIBILITIES:

- A. Allowable uses of funds awarded to grantees that receive grant funding through this program include, but are not limited to the following:
 - 1. Purchase and provision of technology, which may include, but is not limited to, laptops, tablets, and smartphones, to older adults and adults with disabilities.
 - 2. Arranging for reliable internet access (via service plans) to older adults and adults with disabilities.
 - 3. Broadband infrastructure improvements (telecommunications equipment, technologies, routers, fiber optic lines, etc.)
 - 4. Developing or arranging for education and training of older adults and adults with disabilities on the use of technology.
 - 5. Conducting outreach about the program.
 - 6. Administration of the program, including data collection and reporting (not to exceed 10% of the total grant award).

- B. To carry out the responsibilities of this Agreement, Grantee should leverage existing programs that provide one or more of the services listed under section (A) above, if applicable, with the intent to provide maximum benefit to the greatest number of residents. If no existing Grantee programs provide one or more of the services listed under section (A) above, Grantee shall leverage its existing programs that is not providing one or more of the services listed under section (A) above, with the intent of providing maximum benefit to the greatest number of residents.

- C. Grantee shall ensure recipients of this program meeting the following eligibility criteria:
 - 1. Older adults (60 years of age and older) and adults with disabilities.

- D. Grantee shall develop and administer program evaluation and quality assurance tools, which may include but are not limited to, client satisfaction surveys and questionnaires.

- E. Grantee shall collect and maintain programmatic data for reporting (e.g., number of clients served, type and number of devices and equipment purchased), services being provided (e.g., internet data plans and digital literacy training), and other forms of programmatic data.

- F. Reporting Requirements:
 - 1. Grantee must submit a final report within 30 calendar days following the end of the award program period and no later than by January 31, 2025. This should include, but not be limited to, client satisfaction surveys, a narrative of lessons

learned and success stories. CDA will withhold reimbursement of the final monthly expenditure report until receipt and approval of the final report.

2. Grantee shall submit monthly expenditure reports and quarterly programmatic reports as required by CDA.
3. Grantee must be willing to participate in program evaluation efforts to be conducted by CDA or its designated representative at the end of the program period. The evaluation may include a brief survey, interviews, collecting sample success stories and documenting lessons learned.

6. Approvals

- A. The Grantee shall obtain CDA's prior written approval of Grantee's program description as stated in sections 5 above, prior to the Grantee performing the required services as outlined in this agreement.
- B. All approvals, orders for correction, or disapprovals from the CDA shall be in writing. If the CDA rejects a program description, Grantee shall make required corrections within the time frame required by the CDA.

7. CDA Responsibilities

- A. CDA Grant Agreement Manager shall provide guidance, information, and access to CDA staff as required by the Grantee to provide services under this Agreement.
- B. CDA shall approve the program description and other deliverables mentioned herein in a timely manner.

**EXHIBIT A, ATTACHMENT 1
 Grant Proposal**

STATE OF CALIFORNIA
 DEPARTMENT OF AGING
 ACCESS TO TECHNOLOGY (ATT) PROGRAM
 REQUEST FOR APPLICATION – County Response Template



Section I

County Number: 57

County Name: Yolo

Human Services Agency Name: Yolo County Health & Human Services Agency

Contact Name	Contact Title	Contact email address	Contact phone number (w/extension if applicable)
Nolan Sullivan	Director, Health & Human Services Agency	Nolan.Sullivan@yolocounty.org	(530) 661-2945
Ian Evans	Adult & Aging Branch Director	Ian.Evans@yolocounty.org	(530) 666-8297
Anisa Vallejo	HHS Program Coordinator	Anisa.Vallejo@yolocounty.org	(530) 661-2629
Rachel Ladd	Administrative Services Analyst	Rachel.Ladd@yolocounty.org	(530) 666-8654

Section II

	Yes	No
1) Does your county opt-in to participate in the ATT program?	X	
2) Do you agree to participate in program evaluation efforts to be conducted by CDA or its designated representative at the end of the program period? (The evaluation may include a brief survey, interviews, collecting sample success stories and documenting lessons learned.)	X	

3) List existing County programs your County will be leveraging to provide ATT program services (if any): N/A

4) List any non-County programs your County will be leveraging to provide ATT program services (if any): Agency for Aging Area 4, Yolo Healthy Aging Alliance.

- 5) Did you include supporting documents that demonstrate aligned initiatives and commitments in supporting language and cultural diversity? (Yes/No) Yes

Please see the attached information on Yolo County's Inclusion and Diversity Workgroup, which is committed to incorporating diversity and inclusion in the County's services and operational plan.

Section III

- 1) The minimum allocation for the ATT program is \$100,000. If your county desires an amount that is less than \$100,000, please enter the desired amount here (please enter whole numbers only):

\$ N/A

- 2) This is a monthly reimbursement program. Do you agree to bill CDA monthly to be reimbursed for ATT program expenditures? (Yes/No) Yes

- 3) Budget Attached – (Yes/No): Yes

Section IV

- 1) Please check boxes below to indicate which ATT program services your County will provide to ATT program participants:

<input checked="" type="checkbox"/>	Providing technology, which may include, but is not limited to, laptops, tablets, and smartphones, to older adults and adults with disabilities.
<input type="checkbox"/>	Arranging for reliable internet access (via service plans) to older adults and adults with disabilities.
<input type="checkbox"/>	Broadband infrastructure improvements (telecommunications equipment, technologies, routers, fiber optic lines, etc.)
<input checked="" type="checkbox"/>	Developing or arranging for education and training of older adults and adults with disabilities on the use of technology.
<input checked="" type="checkbox"/>	Conducting outreach about the program.
<input type="checkbox"/>	Other – Not specifically stated above

- 2) Please provide a detailed description of how grant funding will be utilized to meet the Program Goals above and any intended uses not specifically stated above:

For the Access to Technology Program, Yolo County plans to partner with local agencies such as Yolo Healthy Aging Alliance and Agency for Aging Area 4 that can purchase technological devices based on client need, and train our older adult population to utilize these devices. Partner agencies will provide the following services: complete intakes and assess the older person's need for technological devices and access, conduct training in order for recipients to fully utilize their technological devices, and provide outreach materials and services to the

target population. These services will assist in combating isolation and building self-confidence and self-empowerment for older adults in Yolo County by increasing opportunities to connect with others independently using technological devices.

3) Additional Comments:

Yolo County is currently acting in a coordination/support role in conjunction with the state on projects utilizing SB156 funding to expand Broadband services to rural areas within the County. One of the goals in the current Yolo County Strategic Plan focuses on delivering Broadband services to residents, including older adults, through partnership with an Internet Service Provider. Although the efforts of the Access to Technology program will remain separate from existing County efforts around expanding Broadband access, both efforts will contribute to a coordinated effort in Yolo County to provide increased access to technology and expand infrastructure, combat isolation, and build self-confidence and self-empowerment for older adults in Yolo County.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. GRANT AWARD

- A. The total amount payable to Grantee pursuant to this Agreement shall not exceed the grant award amount of \$318,366.00.
- B. It is agreed and understood that this grant award amount is a ceiling and that CDA will only reimburse the allowable cost of services rendered or goods purchased as authorized by CDA at or below the grant award amount.

2. EXPENDITURE OF FUNDS

- A. The Grantee shall expend all funds received hereunder in accordance with this Agreement.
- B. The Grantee agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. ACCOUNTABILITY FOR FUNDS

- A. The Grantee 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 Grantee, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.

4. FINANCIAL MANAGEMENT SYSTEMS

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

- 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).

5. FUNDING CONTINGENCIES

A. PAYMENTS:

The State shall reimburse Grantee with Access to Technology Grant funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

1. The Grantee shall submit monthly expenditures for the Access to Technology Grant in an electronic format reporting costs and funding for the month prior. The Grantee shall report utilizing the CDA online Local Finance Reporting System, found at <https://expenditures.aging.ca.gov>, no later than the last business day of each month unless otherwise specified by CDA. Email finance@aging.ca.gov for user access.
2. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Grantee of any disputed expenditures.

Payments shall be based on monthly expenditure reports as outlined within this exhibit.

3. The Grantee shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
4. Upon written request by CDA, Grantee shall submit additional documentation or justification to support the reported expenditure.
5. Grantee shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
 - a. Expedite Fees
 - I. If the agreement is executed late to no fault of CDA then the Grantee may be liable for the incurred processing fees.
 - II. If the agreement is executed late due to CDA's handling then CDA shall cover the incurred processing fees.
6. The Grantee shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

B. BUDGET CONTINGENCY CLAUSE:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

2. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.
3. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
4. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

C. PROMPT PAYMENT CLAUSE:

1. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

D. BUDGET DETAIL:

1. At the sole discretion of the CDA and for the purposes of accounting, the CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
2. Grantee must submit a final monthly expenditure report within 30 calendar days following the end of the program period and no later than January 31, 2025.
3. Travel Reimbursement:

The Grantee shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of the Contractor.

**EXHIBIT B, ATTACHMENT 1
Contractor's Detailed Budget**

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
ACCESS TO TECHNOLOGY BUDGET PROGRAM
CDA 3003 (NEW 06/2022)



ACCESS TO TECHNOLOGY PROGRAM: BUDGET SUMMARY

CONTRACT #:	AT- 2223 - 57		
Budget Period:	10/01/2022 - 12/31/2024	Original: <input checked="" type="checkbox"/>	Revision #:
		Date:	09/28/2022
		County:	57

Cost Category	HCBS Fund
Access To Technology- Administration	HCBS Fund
Personnel	\$ 28,943
Operating Expenses	
Indirect Administration	\$ 2,893
Access To Technology- Administration (maximum 10%)	\$ 31,836
Access To Technology- Program	HCBS Fund
Direct Services	
Indirect Program	
Subcontractor Services	\$ 286,530
Access To Technology Program	\$ 286,530
Total Access To Technology Budget	\$ 318,366

Payment Method: Reimbursement Request for Funds

Federally Approved Indirect Cost Rate(s): 10.0%

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

FOR STATE USE ONLY			
Local Finance Bureau Analyst:	Date:	Local Finance Bureau Manager:	Date:
<i>Jinghui Deng</i>	<i>09/29/2022</i>	<i>Adrian Leung</i>	<i>10/05/22</i>



STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
ACCESS TO TECHNOLOGY PROGRAM BUDGET
CDA 3003 (NEW 06/2022)

ACCESS TO TECHNOLOGY PROGRAM: ADMINISTRATION

CONTRACT #:	AT- 2223	57
Budget Period:	10/01/2022 - 12/31/2024	Original: <input checked="" type="checkbox"/> Revision #:
Date:	09/28/2022	County: 57

Personnel Costs			
Position Classification	Annual FTE Wage Rate	FTE % of Time Worked	Total
Program Coordinator	96,719	4.00%	\$ 3,869
Administrative Services Analyst	79,743	4.00%	\$ 3,190
Administrative Services Analyst	85,295	3.00%	\$ 2,559
Accountant III	98,395	3.00%	\$ 2,952
Sr. Accounting Technician	67,153	3.00%	\$ 2,015
Sr. Accounting Technician	71,304	3.46%	\$ 2,467
		0.00%	\$ 0
		0.00%	\$ 0
		0.00%	\$ 0
Total Salaries & Wages:			\$ 17,051
Staff Benefits:			\$ 11,892
Total Personnel:			\$ 28,943
Operating Expenses			
Rent			
Equipment/Property (Items may require CDA approval)			
Supplies			
Travel (Describe):			
Consultant Costs			
Training			
Purchased Access to Technology Program Services			
Other Costs (Describe):			
Total Operating Expenses:			\$ 0
Indirect Administration (maximum 10% of Modified Total Direct Costs):			\$ 2,893
Access To Technology Program- Administration Budget Total:			\$ 31,836

Items that require CDA approval, per Standard Agreement exhibits, must be itemized on the Equipment/Property Budgeted pages (5 & 6)

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
ACCESS TO TECHNOLOGY PROGRAM BUDGET
 CDA 3003 (NEW 06/2022)



ACCESS TO TECHNOLOGY PROGRAM BUDGET: DIRECT SERVICES

CONTRACT #:	AT- 2223	57
Budget Period:	10/01/2022 - 12/31/2024	Original: <input checked="" type="checkbox"/> Revision #: Date: 09/28/2022 County: 57

Personnel Costs			
Position Classification	Annual FTE Wage Rate	FTE % of Time Worked	Total
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
		0.0%	\$ 0
Total Salaries & Wages:			\$ 0
Staff Benefits:			
Total Personnel:			\$ 0
Operating Expenses			
Rent			
Equipment/Property (Items may require CDA approval)			
Supplies			
Travel (Describe):			
Consultant Costs			
Training			
Purchased Access to Technology Program Services			
Other Costs (Describe):			
Total Operating Expenses:			\$ 0
Indirect Program (maximum 10% of Modified Total Direct Costs):			
Access To Technology Program- Direct Services Budget Total:			\$ 0

Items that require CDA approval, per Standard Agreement exhibits, must be itemized on the Equipment/Property Budgeted pages (5 & 6)

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
ACCESS TO TECHNOLOGY PROGRAM BUDGET
 CDA 3003 (NEW 06/2022)



ACCESS TO TECHNOLOGY PROGRAM: SUBCONTRACTOR SERVICES

	CONTRACT #:	AT- 2223	57			
Budget Period:	10/01/2022 - 12/31/2024	Original:	<input checked="" type="checkbox"/>	Revision #:		Date: 09/28/2022 County: 57

Subcontractor	HCBS Fund
Name: Agency on Aging Area 4	\$ 143,265
Address: 1401 El Camino Avenue, 4th Floor	
Phone#: (916) 710-8390	
Contact: Pam Miller, Executive Director	
Name: Yolo Healthy Aging Alliance	\$ 143,265
Address: 600 A Street, Suite C	
Phone#: (530) 776-5006	
Contact: Sheila Allen, Executive Director	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Access To Technology Program- Subcontractor Services Total:	\$ 286,530

Budgeted Contracted expenses from all funding sources

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
ACCESS TO TECHNOLOGY PROGRAM BUDGET
 CDA 3003 (NEW 06/2022)



ACCESS TO TECHNOLOGY PROGRAM: EQUIPMENT/PROPERTY BUDGETED

CONTRACT #:		AT- 2223 57	
Budget Period:	10/01/2022 - 12/31/2024	Original:	<input checked="" type="checkbox"/>
Revision #:		Date:	09/28/2022
County:	57		

Instructions:

- List the projected Equipment/Property purchases anticipated for the term of the Standard Agreement.
- Equipment/Property, costing more than \$5000 per unit or any computing devices, regardless of cost must be included on the list.
- **Note:** A desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit.

Item Description	Item Quantity	Per Unit Cost	Total Cost
Administration Equipment/Property (pg. 2)			
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
Administration Equipment/Property Total:			\$ 0
Direct Equipment/Property (pg. 3)			
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
Direct Equipment/Property Total:			\$ 0

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
ACCESS TO TECHNOLOGY PROGRAM BUDGET
 CDA 3003 (NEW 06/2022)



ACCESS TO TECHNOLOGY PROGRAM: EQUIPMENT/PROPERTY BUDGETED (cont.)

Instructions:

- List the projected Equipment/Property purchases anticipated for the term of the Standard Agreement.
- Equipment/Property, costing more than \$5000 per unit or any computing devices, regardless of cost must be included on the list.
- **Note:** A desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit.

Item Description	Item Quantity	Per Unit Cost	Total Cost
Subcontractor Equipment/Property (pg. 4)			
Tablet and accessories	100	\$ 1,500	\$ 150,000
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
Subcontractor Equipment Total:			\$ 150,000
Access To Technology Program- Equipment/Property Budgeted Total:			\$ 150,000

Signature is required. Type or print name, title, and date below.

Signature	Full Name	Title	Date
<i>Nolan R. Sullivan</i>	Nolan Sullivan	Director	09/28/2022

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL

This Agreement is of no force or effect until signed by both parties. The Grantee may not expend for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. ASSIGNMENT

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CDA Agreement Manager or designee in the form of a formal written amendment.

3. GOVERNING LAW

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

4. STATE AND FEDERAL LAW

It is the responsibility of the Grantee to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Grantee shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. GRANTEE COMMITMENTS

The Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications in support of its request for funding.

6. PERFORMANCE AND ASSURANCES

The Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. AGENCY

A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.

B. The Grantee is solely responsible for all activities supported by the Grant.

- C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.
- D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

8. MUTUAL LIABILITY

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

9. 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 will not be affected thereby.

10. CONTRACTORS/CONSULTANTS

The Grantee, and the agents and employees of Grantee, in the performance of this Agreement, are not officers, employees, or agents of the CDA. The Grantee's obligation to pay its Contractors/Consultants is an independent obligation from the CDA's obligation to make payments to the Grantee. Grantee agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Grantee's overall responsibility for the management of the project, and the Grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Grantee and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Grantee and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The

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

12. EXCISE TAX

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. DISPUTES

The Grantee must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Grantee must file a "Notice of Dispute" with the CDA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDA Agreement Manager or designee must meet with the Grantee for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. DISPUTE RESOLUTION

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at dhcl@aging.ca.gov. The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

15. RIGHT TO TERMINATE

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDA, CDA must pay all responsible costs and non-cancellable obligations incurred by the Grantee as of the date of termination.

16. TERMINATION FOR CAUSE

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDA shall reimburse the Grantee for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

17. FORCE MAJEURE

The Grantee shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

18. SUSPENSION OF PAYMENTS

Reimbursement under this Agreement may be suspended or terminated, or both, and Grantee may be subject to debarment if CDA determines that Grantee has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and emailed to CDA, Legal Office at Legal@CDA.ca.gov.

19. BREACH PROVISIONS

The Grantee may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDA shall provide in writing a Notice of Breach to the Grantee within ten (10) calendar days upon discovery of breach. Grantee shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Grantee fails to cure the breach within the time prescribed by this Agreement, CDA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDA determines that Grantee is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Agreement, and if Grantee does not remedy any such failure in a reasonable manner, CDA may withhold all or any portion of the grant funding and take any other action that CDA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Grantee and CDA notifies Grantee of its decision not to release funds that have been withheld pursuant to Exhibit C, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDA may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDA notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Grantee and CDA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by CDA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

20. PUBLICITY AND ACKNOWLEDGEMENT

The Grantee agrees that it will acknowledge CDA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Grantees may not use the CDA logo.

21. NEWS RELEASES/PUBLIC CONFERENCES

The Grantee agrees to notify the CDA in writing at least two (2) business days before any news releases or public conferences are initiated by the Grantee or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

22. SCOPE OF WORK AND BUDGET CHANGES

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDA approval and, at its discretion, CDA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDA will respond in writing as to whether the proposed changes are accepted.

23. REPORTING REQUIREMENTS

The Grantee agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

24. EQUIPMENT

Purchase of equipment not included in the approved Budget requires prior approval.

25. CLOSEOUT

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final expenditure report and financial closeout report, and resolution of any performance or compliance issues.

26. CONFIDENTIAL AND PUBLIC RECORDS

The Grantee and CDA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDA has the sole authority to determine whether the information is exempt from public release. If CDA deems the data exempt, it shall maintain such information as confidential and notify the Grantee of any requests for release of the information.

27. PROPERTY DAMAGE CLAIMS PROCESS

Should a property owner claim damages arising under, related to or involving this Agreement, the Grantee shall forward the property owner's written request for compensation to the CDA Agreement Manager. The written request shall be fully supported by factual information. The Deputy Director or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDA's decision, the property owner may file a claim with the California Department of General Services.

28. AMENDMENTS

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

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 verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement and restrictions of this paragraph.

29. COPYRIGHT

- A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).
- B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.
- C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

30. RECORDS

- A. Communications, grant related documents, data, original receipts, and monthly expenditure reports must be maintained by the Grantee and shall be made available to CDA upon request.
- B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.
- C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents, and records for five years following project termination or issuance of final payment, whichever is later.
- D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:
 - i. The disposition of the proceeds of CDA funding assistance;
 - ii. The total cost of the project in connection with such assistance that is given or used;
 - iii. The amount and nature of that portion of the project cost supplied by other sources; and
 - iv. Any other such records that will facilitate an effective audit.
- E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.
- F. The Grantee shall use a generally accepted accounting system as outlined within the Grant Procedures Manual.

31. SEVERABILITY

If any provision of this Agreement or the application thereof is invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

32. APPLICABLE LAW

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the

parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.