

VENTURA COUNTY AREA AGENCY ON AGING
AGREEMENT FOR THE PURCHASE OF SERVICES
CT# 3500FY230000083
Agreement# _____

2This AGREEMENT is made and entered into on **July 1, 2022** ("Effective Date"), by and between the **VENTURA COUNTY AREA AGENCY ON AGING** (hereinafter called the "COUNTY" or Area Agency on Aging) and **INDEPENDENT LIVING RESOURCE CENTER, INC.**, (hereinafter called "**VENDOR**"), for the purpose of providing services to clients enrolled in the Ventura County Area Agency on Aging's **ADRC (Aging & Disability Resource Center) Program** in Ventura County, California.

1. Consideration. At the request of the COUNTY, the **VENDOR** shall provide the ADRC services described in Exhibit 1 – Scope of Work, which is attached hereto and incorporated herein by reference. The COUNTY shall reimburse **VENDOR** for work performed hereunder and billed monthly, as stipulated in Exhibit 2.
2. Definition. "Vendor" means the legal entity that receives funds from the Area Agency on Aging to provide direct services identified in this AGREEMENT.
3. Term. The term of this AGREEMENT is from the **Effective Date through June 30, 2023**.
4. Service Records and Payment for Services. The **VENDOR** agrees to provide the COUNTY, by the tenth (10th) day of each month, a Monthly Program Report (MPR) outlining the services rendered to the COUNTY during the preceding month. The COUNTY will pay the **VENDOR** for all approved and budgeted services within thirty (30) days following receipt of the invoice up to the CONTRACT amount. The total amount of this CONTRACT shall not exceed **\$247,924.00**. CONTRACT amounts are contingent upon receipt of State monies by the California Department of Aging (CDA). All bills received for reimbursement after ninety (90) days may not be paid.

The **VENDOR** agrees that payment for services rendered under this AGREEMENT shall only be made in accordance with Exhibit 1 and shall constitute payment in full for said services. The **VENDOR** shall not seek reimbursement from the COUNTY for any service reimbursed in whole, or in part, by any other payer.

Any reimbursement for authorized mileage under the terms of this AGREEMENT shall be at rates not to exceed those amounts paid by the State in accordance with the Department of Personnel Administration's rules and regulations. (<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>)

5. Notices. Any and all notices, requests, demands, or other communication required or permitted to be served on, or given to either party by the other, shall be in writing and shall be delivered personally or by United States mail, certified or registered, return receipt requested, and shall be addressed as follows:

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AREA AGENCY ON AGING:

Victoria Jump, Director
Ventura County Area Agency on Aging
646 County Square Drive, Suite #100
Ventura, CA 93003

VENDOR:

Jennifer Griffin, Executive Director
Independent Living Resource Center,
Inc.
702 County Square Drive, Suite 105
Ventura, CA 93003

6. Compliance with Law. The **VENDOR** shall provide the services required under this AGREEMENT in accordance with (a) the AGREEMENT between the California Department of Aging (CDA) and the Ventura County Area Agency on Aging, a copy of which is available at the Area Agency on Aging (or any other contract as applicable); (b) all applicable local, state (including California Government Code Sections 11135-11139.5) and federal laws and regulations including, but not limited to: those regarding discrimination, wages and hours of employment, and occupational safety; and, fire, safety, health and sanitation regulations, directives, guidelines, and manuals related to this AGREEMENT. **VENDOR** shall resolve all issues using good administrative practices and sound judgment. The **VENDOR** shall, throughout the entire term of this AGREEMENT, maintain any and all licenses, permits, certifications, and other government authorizations required by federal, state, or local law to provide the services. The **VENDOR** agrees to provide the COUNTY with proof of such licensing required to cover all activities of the **VENDOR** necessary to fulfill **VENDOR's** obligations under this AGREEMENT. The **VENDOR** further agrees to immediately notify the COUNTY upon the suspension, revocation, or termination of the aforementioned licenses.

No foreign-made equipment, materials, or supplies furnished by the **VENDOR** pursuant to this AGREEMENT may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the Ventura County Area Agency on Aging or accepting a contract, the **VENDOR** agrees to comply with this provision of this AGREEMENT.

7. Quality of Services. The **VENDOR** shall provide the services as appropriate for the particular program client and in accordance with the highest professional standards of care, competence and concern for the welfare and needs of program clients. Further, upon reasonable prior notice to the **VENDOR**, the **VENDOR** shall comply with the quality standards and other Alzheimer's Program requirements that may be imposed from time to time for the provision of services.
8. Termination. In addition to other provisions herein providing for termination, this AGREEMENT may be terminated as follows:

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- (a) The County may immediately terminate this AGREEMENT if any amount of the funding to the County is discontinued.
- (b) Either party shall have the right to terminate this AGREEMENT, upon thirty (30) days' written notice to the other party, with or without cause; and
- (c) Either party may terminate this AGREEMENT upon five (5) days' written notice in the event of a material breach of the AGREEMENT by the other party hereto.

Upon receipt of a notice of pending termination of this AGREEMENT, the **VENDOR** shall immediately provide the COUNTY with a list of all program clients currently using the **VENDOR's** services. Following the effective date of termination of this AGREEMENT, for any reason, the **VENDOR** shall not provide further services to program clients pursuant to this AGREEMENT and unless otherwise agreed in writing by the program clients, and not prohibited by any law, rule, or regulation; **VENDOR** shall not be compensated if such services are provided. Further, upon termination of this AGREEMENT, the **VENDOR** shall cooperate with the COUNTY to arrange for any necessary transfer to enable services to be performed by other vendors.

9. Change of Ownership/Administration. In the event of any change of ownership, or a change in any of **VENDOR's** key administrative personnel, the **VENDOR** shall notify the COUNTY in writing of such change no later than five (5) business days prior to the effective date of the change in the ownership of **VENDOR** or of a change in **VENDOR's** key management personnel.

The **VENDOR** shall notify the COUNTY immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

10. Notices of Claims, Suits, Citations, Investigations and Other Matters. In the event the **VENDOR** receives either a written or formal verbal complaint against the **VENDOR** from any program client relating to the timeliness, quality, or any other aspect of **VENDOR's** services, the **VENDOR** shall give COUNTY written notice of such complaint within 14 days of said complaint.

Further, **VENDOR** shall immediately provide the County written notice of any formal investigation, lawsuit, claim, or citation brought against the **VENDOR** related to the services provided under this AGREEMENT.

11. Insurance. The **VENDOR**, at its sole cost and expense, shall obtain and maintain in full force, adequate liability insurance to cover all activities of the **VENDOR** necessary to fulfill **VENDOR's** obligations under this AGREEMENT. It is understood and agreed that the COUNTY reserves the right to determine the type and extent of insurance that may be required:

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- (a) Prior to commencement of any work under this Agreement, the **VENDOR** shall provide for the term of this AGREEMENT, the following insurance:
- i. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - ii. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also, to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
 - iii. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- (b) All Insurance required shall be primary coverage in respect to the COUNTY, and any insurance or self-insurance maintained by the COUNTY shall be in excess of the **VENDOR's** insurance coverage and shall not contribute to it.
- (c) The County of Ventura and the Ventura County Area Agency on Aging are to be named as Additional Insured with respect to work done by **VENDOR** under the terms of this AGREEMENT on all policies required (except Workers' Compensation).
- (d) The **VENDOR** agrees to waive all rights of subrogation against the County of Ventura and the Ventura County Area Agency on Aging for losses arising directly or indirectly from the activities and/or work performed by the **VENDOR** under the terms of this AGREEMENT (applies only to Commercial General Liability and Workers' Compensation).
- (e) The COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be immediately purchased to meet requirements.
- (f) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after 30 days' written notice has been given to COUNTY and upon written consent of the County. If the reason for cancellation is non-payment of the insurance premium, 10 days' written notice is acceptable.

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- (g) The **VENDOR** agrees to provide the COUNTY with the following insurance documents on or before the Effective Date of this contract:
- i. Certificates of Insurance for all required coverage. The COUNTY shall be named the certificate holder and the address must be listed on the certificate.
 - ii. Additional Insured endorsements.
 - iii. Waiver of Subrogation endorsement (aka Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).
- (h) Failure to maintain adequate insurance and/or bonds pursuant to Paragraph 11(a) hereof shall constitute material breach for which the COUNTY may terminate this AGREEMENT effective upon receipt of notice by the **VENDOR**, or as otherwise indicated in said notice.
- (i) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve **VENDOR** of liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this AGREEMENT or otherwise by law.
- (j) If the Professional Liability coverage is "claims made," **VENDOR** must, for a period of three (3) years after the date the AGREEMENT is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the Effective Date of the AGREEMENT OR purchase an extended reporting period endorsement (tail coverage). The COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by **VENDOR** to COUNTY.

12. Additional Requirements.

- (a) **VENDOR** will maintain a current fire inspection certificate and health certificate at all times during the course of the contract.
- (b) **VENDOR** must maintain good standing with the Secretary of the State of California. Failure to maintain good standing shall result in suspension or termination of this CONTRACT with the Area Agency on Aging until satisfactory status is restored.
- (c) **NONPROFIT VENDOR** must provide a Legal Governing Body Resolution authorizing your organization to be a Ventura County Area Agency on Aging **VENDOR** and indicate by name the individual in your organization who is authorized to sign and execute the original and all subsequent amendments to your contract. A copy of the organization's policies and procedures or

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Operations Manual, may instead be provided, if it shows the title of the person by name the individual in your organization who is authorized to sign and execute the original and all subsequent amendments to your contract.

- (d) Employees of the **VENDOR** working directly with Area Agency on Aging client information are required to complete the Security Awareness Training module located at www.aging.ca.gov within 30 days of the start of this CONTRACT or within 30 days of the start date of any new employees. The **VENDOR** may substitute the California Department of Aging (CDA)'s Security Awareness Training program with its own Security Training, provided such training meets or exceed CDA's training requirement. The Area Agency on Aging must approve any substitute training beforehand. The **VENDOR** must retain names of dates of training of staff and make available to the Area Agency on Aging upon request.

13. Indemnification. All activities and/or work covered by this AGREEMENT shall be at the sole risk of **VENDOR** alone. The **VENDOR** agrees to defend (at County's request), indemnify and hold harmless the COUNTY and the California Department of Aging (CDA), including all of their boards, districts, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, debts, demands, losses and liability, whether against the **VENDOR**, the COUNTY and the California Department of Aging (CDA), or others, including, without limitation, those arising from injuries or death of persons and/or damages to property, arising directly or indirectly out of the obligations herein described or undertaken, or out of operations conducted or subsidized in whole or in part by the **VENDOR**, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of the COUNTY or the California Department of Aging (CDA).

The **VENDOR** shall also indemnify, defend, and save harmless the COUNTY and the California Department of Aging (CDA), their officers, agents, and employees from any and all claims and losses accruing or resulting from any vendors, 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 CONTRACT were used and from any and all claims and losses accruing or resulting from any person, firm, or corporation who may be injured or damaged by the **VENDOR** in the performance of the CONTRACT.

14. Contamination and Pollution. The **VENDOR**, solely at its own cost and expense, will provide cleanup of any premises, property or natural resources contaminated or polluted due to **VENDOR** activities. Any fines, penalties, punitive or exemplary damages assigned due to contamination or polluting activities of the **VENDOR** will be borne entirely by the **VENDOR**.

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15. Independent Vendor Status.

- (a) The **VENDOR**, and the agents and employees of the **VENDOR**, in the performance of this AGREEMENT, duties and obligations and in the exercise of the rights granted under this AGREEMENT, shall act in an independent capacity and not as officers or employees or agents of the COUNTY or the State of California.
- (b) In the event any sub-vendor is utilized by the **VENDOR** for any portion of this AGREEMENT, the **VENDOR** retains the prime responsibility of fulfilling all of the terms of this AGREEMENT, including the responsibility of ensuring the availability and retention of records of sub-vendors. No subcontract or assignment utilizing funds from this AGREEMENT shall be entered into which has a term extending beyond the ending date of this AGREEMENT. Any subcontracts to provide program services under this AGREEMENT shall be approved in writing by the Ventura County Area Agency on Aging's designated representative and shall have no force or effect until so approved and shall be subject to the provisions of this AGREEMENT. A copy of the subcontract must be provided to the COUNTY within thirty (30) days after the date of the subcontract. The **VENDOR** will be responsible for monitoring the insurance requirements of its sub-vendors in accordance with this contract.
- (c) If, in the performance of this AGREEMENT, the **VENDOR** chooses to associate, subcontract with, or employ any third person to carry out its responsibilities under this AGREEMENT, any such third person shall be entirely and exclusively under the direction, supervision, and control of the **VENDOR**. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of association, subcontract or employment or requirements of law shall be determined by the **VENDOR**, and the COUNTY shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this AGREEMENT. Neither the **VENDOR** nor any such person shall have any claim under this AGREEMENT or otherwise against the COUNTY for sick leave, vacation pay, retirement benefits, social security benefits, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.
- (d) The **VENDOR** agrees to hold the COUNTY harmless from any and all claims made against the COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT. The COUNTY is not required to make any deductions from the compensation payable to the **VENDOR** under the provisions of this AGREEMENT. The **VENDOR** shall be solely responsible for self-employment Social Security

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taxes, income taxes and any other taxes levied against it. The **VENDOR** does not assign such obligation to the COUNTY for collection or administration except as may be required by federal and state statutes. The **VENDOR** further agrees to hold the COUNTY harmless from and to compensate the COUNTY for any claims against the COUNTY for payment of state or federal income or other tax obligations relating to the **VENDOR's** obligations under this AGREEMENT.

16. Non-Discrimination.

(a) The **VENDOR** shall comply with all federal and state laws relating to non-discrimination. These include, but are not limited to:

- (1) Title VII of the Civil Rights Act of 1964 (42 USC 2000 et seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261).
- (2) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84).
- (3) Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- (4) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age.
- (5) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
- (6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- (7) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records.
- (8) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 43601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
- (9) Any other nondiscrimination provisions in the specific laws under which application for federal assistance is being made.

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(10) The requirements of any other nondiscrimination laws which may apply to this AGREEMENT.

(11) Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

Ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d; 45 C.F.R. Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

(12) Equal Access to State-Funded Benefits, Programs and Activities: Government Code Sections 11135-11139.5 and Section 98000 et seq. of Title 22 of the California Code of Regulations (22 CCR 98323).

VENDOR agrees to include these requirements in all contracts it enters into with vendors to provide services pursuant to this AGREEMENT.

(b) Compliance with ADA: **VENDOR** assures the State and the Area Agency on Aging that it complies, and will comply, 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 Sections 12101 et seq)]. The **VENDOR** agrees to include this requirement in all contracts it enters into with vendors to provide services pursuant to this AGREEMENT.

(c) The **VENDOR** shall, in all solicitation or advertisements for employees placed by or on behalf of the **VENDOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental disability, or age.

(d) The **VENDOR** shall send to each labor union or representative of workers with which he or she has a collective bargaining AGREEMENT or other contract of understanding, a notice, to be provided by the federal government or the state, advising the labor union or worker's representative of the **VENDOR's** commitments under this paragraph.

(e) In the event of the **VENDOR's** noncompliance with the non-discrimination/equal access requirements or any federal rules, regulations, or orders, which are referenced in this section, this AGREEMENT may be terminated or suspended in whole or in part, and the **VENDOR** may be declared ineligible for further federal or state contracts in accordance with the

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procedures authorized in Federal Executive Order No. 11246, as amended, or as otherwise provided by law.

17. Maintenance of Records and Access.

- (a) **VENDOR** agrees to maintain complete, accurate, legible, and current records of all services rendered to program clients. The **VENDOR** agrees to maintain these records: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Area Agency on Aging or DHS Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this AGREEMENT or by subsections (b) and (c) of this Section: or (3) for such longer period as the Area Agency on Aging deems necessary. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by DHS under this AGREEMENT. If the allowability of expenditures cannot be determined because records or documentation of the **VENDOR** are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process. 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 Area Agency on Aging and DHS and so stated in writing to the **VENDOR**.
- (b) **VENDOR** shall maintain complete records (which shall include, but not be limited to: accounting records, contracts, agreements, letters of agreement, insurance documentation in accordance with this contract, memorandums and/or letters of understanding, patient or client records, and electronic files), of its activities and expenditures hereunder in a form satisfactory to the Area Agency on Aging in compliance with the laws and regulations of the State of California and the Department of Health and Human Services
- (c) **VENDOR** shall permit duly authorized representatives of the COUNTY, state, and federal governments, including the Comptroller General of the United States and the Secretary of Labor, to have access to and examine and audit any pertinent books, documents, papers, and records of the **VENDOR** or any sub-vendor related to this AGREEMENT for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.

18. Inspection of Vendor Performance. Federal, state, and COUNTY authorized representatives shall have the right at any reasonable time to inspect or otherwise evaluate the work performed or being performed hereunder. The **VENDOR** shall provide all reasonable facilities and assistance for the safety, convenience and efficiency of the federal, state and COUNTY representatives performing the

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inspection or evaluation. All inspections and evaluations shall be performed in such a manner as to not unduly delay the **VENDOR's** work.

19. Severability Clause. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.
20. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This AGREEMENT shall not be amended in any way except by a writing expressly purporting to be such an amendment and signed by the parties.
21. Waiver. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this AGREEMENT by either party shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this AGREEMENT. No delay or omission of either party in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver or variation of any of the terms of this AGREEMENT.
22. Execution/Counterparts. This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto.
23. Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.
24. Living Wage Ordinance. This AGREEMENT is subject to the County of Ventura Living Wage Ordinance. 501(c)(3) nonprofit organizations are exempt from the Living Wage Ordinance. The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec. 4952(f). Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or **VENDOR** from further consideration in the procurement process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years.
25. Facility Construction or Repair.

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- (a) When applicable for purposes of construction or repair of facilities, the **VENDOR** shall comply with the provisions contained in the following acts and/or will include such provisions in any applicable agreements with vendors:
 - (1) Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - (2) Davis-Bacon Act (40 USSC 276a-7) (29 CFR, Part 5).
 - (3) Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - (4) Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
 - (b) Payments are not permitted for construction, renovation, alterations, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by COUNTY and California Department of Aging (CDA).
26. Fraud and Abuse. **VENDOR** shall report immediately to the Area Agency on Aging in writing any incidents of alleged fraud and/or abuse by either **VENDOR** or **VENDOR's** employees. **VENDOR** shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Area Agency on Aging.
27. Contracts in Excess of \$100,000. For contracts in excess of \$100,000, the **VENDOR** shall comply with all applicable orders or requirements issued under the following laws:
 - (a) Clean Air Act, as amended (42 USC 1857).
 - (b) Clean Water Act, as amended (33 USC 1368).
 - (c) Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).
 - (d) Environmental Protection Agency Regulations (40 CFR, Part 15 and Presidential Executive Order 11738).
28. Debarment, Suspension, and Other Responsibility Matters. The **VENDOR** certifies to the best of its knowledge and belief that it and its sub-vendors:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a

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public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
- (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

The **VENDOR** agrees to timely execute any and all amendments to this AGREEMENT or other required documentation relating to its **VENDOR's** debarment/suspension status.

29. Lobbying Certification. The **VENDOR**, by signing this AGREEMENT, hereby certifies to the best of his or her knowledge and belief, that:

- (a) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form is available upon request from the Area Agency on Aging.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Staff.

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- (a) The **VENDOR** shall maintain adequate staff to meet the **VENDOR's** obligations under this AGREEMENT.
 - (b) The staff shall be available to the Area Agency on Aging and California Department of Aging (CDA) for training and meetings which the Area Agency on Aging and California Department of Aging (CDA) may find necessary from time to time.
31. Audit. The Area Agency on Aging requires that if the **VENDOR** is audited, a copy of the audit report must be provided to the Area Agency on Aging within thirty (30) days of its completion.
32. Information Integrity and Security. The **VENDOR** shall protect from unauthorized disclosure the names and other identifying information concerning persons receiving services pursuant to this AGREEMENT, except for statistical information not identifying any participant. This provision shall remain in force even after termination of the contract. **VENDOR** shall not use such identifying information for any other purpose than carrying out **VENDOR's** obligations under this AGREEMENT. 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, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

VENDOR will 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 the Area Agency and/or the California Department of Aging (CDA) without prior written authorization from the Area Agency and/or the California Department of Aging (CDA). **VENDOR** may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

VENDOR may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give blanket authorization to sign a blank release, nor shall **VENDOR** accept such from any participant.

VENDOR is required to use 128-Bit encryption for data collected under this AGREEMENT that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives). The Grantee shall ensure that personal, sensitive and confidential

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information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

33. Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) Requirements. Vendors who meet the following provisions are subject to the subsequent requirements: any person or entity that (1) performs or assists in the performance of a function or activity involving the use or disclosure of individually identifiable health information, including claims process or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefits management, practice management and repricing, or (2) provides legal, actuarial, accounting, consulting, data aggregation, or financial services, if the provision of services involves the disclosure of individually identifiable health information.

Terms used, but not otherwise defined, in this section of the AGREEMENT shall have the same meaning as those terms in the Privacy Rule, Security Rule, or HITECH Act, as applicable. Examples of specific definitions:

- a) "Breach" shall have the same meaning as the term "breach" in section 13400 of the HITECH Act (42 U.S.C. § 17921).
- b) "Electronic Health Record" shall have the same meaning as "electronic health record" in section 13400 of the HITECH Act (42 U. S. C. § 17921).
- c) "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-05, and the regulations promulgated thereunder.
- d) "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- e) "Privacy Rule" shall mean the standards for the Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A & E.
- f) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.103, limited to the information created or received by **VENDOR** from on or behalf of COUNTY.
- g) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

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- h) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- i) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.
- j) "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in section 13402 of the HITECH Act (42 U. S. C. § 17932).

Obligations and Activities of **VENDOR**

- a) **VENDOR** agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required by Law.
- b) **VENDOR** agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT. Such safeguards shall include compliance with the requirements of the Security Rule, including the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c) **VENDOR** agrees to mitigate, to the extent practicable, any harmful effect that is known to **VENDOR** of a use or disclosure of Protected Health Information by **VENDOR** in breach of the requirements of this AGREEMENT.
- d) **VENDOR** agrees to report to COUNTY, in writing, within 30 calendar days of the discovery of such disclosure, any Breach of Protected Health Information not provided for by this AGREEMENT, of which it becomes aware, including any Breach of Unsecured Protected Health Information. Such notice shall include the identity of each individual whose Protected Health Information or Unsecured Protected Health Information was, or is reasonably believed by **VENDOR** to have been accessed, acquired, or disclosed during the Breach.
- e) **VENDOR** agrees to ensure that any agent, including a sub-vendor, to whom it provides Protected Health Information received from, or created or received by **VENDOR** on behalf of COUNTY; COUNTY agrees to the same restrictions and conditions that apply through this AGREEMENT to **VENDOR** with respect to such information.
- f) **VENDOR** agrees to provide access, at the request of COUNTY, and in the time and manner [within five (5) days written notice], to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

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- g) **VENDOR** agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner [within five (5) days written notice].
 - h) **VENDOR** agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by **VENDOR** on behalf of, COUNTY available the COUNTY or the Secretary, in a time (within five (5) days written notice) and manner or as designated by the Secretary, for the purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - i) **VENDOR** agrees to provide to COUNTY, in the time and manner [within five (5) days written notice], information collected in accordance with [reference provisions of the services agreement pursuant to which **VENDOR** collects/receives Protected Health Information], to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
 - j) Upon request by an Individual, **VENDOR** shall provide an accounting to the Individual of disclosures of Protected Health Information made by the **VENDOR**. The accounting shall include disclosures made in the six years prior to the date the accounting is requested, unless **VENDOR** maintains the Protected Health Information in an Electronic Health Record, in which case the accounting shall include disclosures made in the three years prior to the date the accounting is requested. The accounting shall include all information required by 45 CFR 164.528 and the HITECH Act.
 - k) **VENDOR** shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless **VENDOR** obtains from the Individual, in accordance with 45 CFR 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual. This paragraph shall not apply to remuneration received in circumstances specified in section 13405(d) of the HITECH Act (42 U. S. C. §17935(d) (2)).
34. Permitted General Uses and Disclosures by Business Associate. Except as otherwise limited in this AGREEMENT, **VENDOR** may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in Section 1 of this AGREEMENT, provided that such use or disclosure would not violate the Privacy Rule if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY.

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Obligations of County.

- a) COUNTY shall notify **VENDOR** of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect **VENDOR**'s use or disclosure of Protected Health Information.
 - b) COUNTY shall notify **VENDOR** of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect **VENDOR**'s use or disclosure of Protected Health Information.
 - c) COUNTY shall notify **VENDOR** of any restriction to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.52, to the extent that such restriction may affect **VENDOR**'s use or disclosure of Protected Health Information.
35. Permissible Requests by Covered Entity. COUNTY shall not request **VENDOR** to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY.
36. Term and Termination.
- a) Term. The term of these provisions shall be from the Effective Date and shall terminate when all of the Protected Health Information provided by COUNTY to **VENDOR**, or created or received by **VENDOR** on behalf of COUNTY, is destroyed or returned to COUNTY, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provision in this section.
 - b) Termination for Cause. Upon COUNTY'S knowledge of a material breach by **VENDOR**, COUNTY shall either:
 - i. Provide an opportunity for **VENDOR** to cure the breach or end the violation and terminate this AGREEMENT. If **VENDOR** does not cure the breach or end the violation within the time specified by COUNTY.
 - ii. Immediately terminate this AGREEMENT if **VENDOR** has breached a material term of this AGREEMENT and cure is not possible; or
 - iii. If neither termination nor cure is feasible, COUNTY shall report the violation to the Secretary.
 - c) Termination by **VENDOR**. Upon CONTACTOR'S knowledge of a material breach by COUNTY, **VENDOR** shall either:
 - i. Provide an opportunity for COUNTY to cure the breach or end the violation and terminate this AGREEMENT if COUNTY does not cure the breach or end the violation within the time specified by **VENDOR**.

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- ii. Immediately terminate this AGREEMENT if COUNTY has breached a material term of this AGREEMENT and cure is not possible; or
- iii. If neither termination nor cure is feasible, **VENDOR** shall report the violation to the Secretary

d) Effect of Termination.

- i. Except as provided in paragraph (ii) of this section, upon termination of this AGREEMENT, for any reason, **VENDOR** shall return or destroy all Protected Health Information received from COUNTY, or created or received by COUNTY on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of sub-vendors or agents of VENDOR. VENDOR shall retain no copies of the Protected Health Information.
- ii. In the event that VENDOR determines that returning or destroying the Protected Health Information is infeasible, **VENDOR** shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon written notice that the return of or destruction of the Protected Health Information is infeasible, **VENDOR** shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health information to those purposes that make the return or destruction infeasible, for so long as **VENDOR** maintains such Protected Health Information.

37. Miscellaneous.

- a) Regulatory References. A reference in this AGREEMENT to a section in the Privacy Rule, the security Rule or the HITECH Act means the section as in effect or as amended.
- b) Amendment. The parties agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule, the HITECH Act, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- c) Survival. The respective rights and obligations of **VENDOR** under Section 37, d. "Effect of Termination" of this AGREEMENT shall survive the termination of this AGREEMENT.
- d) Interpretation. Any ambiguity in this AGREEMENT shall be resolved to permit COUNTY and **VENDOR** to comply with the Privacy Rule, the Security Rule, and the HITECH Act.

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38. Grievance. **VENDOR** is required to establish a written grievance procedure for reviewing and attempting to resolve complaints of older individuals (California Code of Regulations Section 7400(a)(2). At a minimum the process shall all of the following:
- a) Time frames within which a complaint will be acted upon.
 - b) Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the COUNTY if dissatisfied with the results of the Grantees review.
 - c) Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

Complaints may involve, but not be limited to, any or all of the following: amount or duration of a service, denial or discontinuance of a service or dissatisfaction with the service being provided or with the service provider, complaints regarding an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, or failure of the Grantee to comply with the terms of this contract. Sections 9102 and 9105, Welfare and Institutions Code. Reference 42 U.S.C. 3026(a) (6) (P) and 3027 (a) (43).

39. Appeal Process. In the event of an AGREEMENT dispute or grievance regarding the terms and conditions of this AGREEMENT, both parties shall abide by the following procedures:
- a) The **VENDOR** should first discuss the problem informally with the designated COUNTY representative. If the problem is not resolved, the **VENDOR** must, within 15 working days of the failed attempt to resolve the dispute with the COUNTY representative, submit a written complaint together with any evidence to the agency director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports the **VENDOR's** position, and the remedy sought. The agency director shall, within 15 working days after receipt of the **VENDOR's** written complaint, make a determination on the dispute and issue a written decision and reasons therefore.

IN WITNESS THEREOF, the VENTURA COUNTY AREA AGENCY ON AGING (COUNTY) and the **VENDOR** have executed this AGREEMENT as of Effective Date.

**COUNTY OF VENTURA
GSA-Procurement**

By:

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Authorized Purchasing Agent

Date

**ORGANIZATION
Title**

By:

(Signature)

Jennifer Griffin
Executive Director

Date

ILRC – VCAAA ADRC PROGRAM
SCOPE OF WORK – EXHIBIT 1
July 1, 2022 – June 30, 2023

I. OVERALL PROGRAM/CONTRACT OBJECTIVES

California Senate Bill 80 (SB 80) established the first state Aging and Disability Resource Connection (ADRC) Infrastructure Grants Program in 2019. The ADRC program develops coordinated networks of programs and services (No Wrong Door Systems) to serve the needs of older adults, people with disabilities and caregivers in navigating the fragmented/complicated system of long-term services and supports and achieving their personal goals and preferences for healthy aging. It enables consumers to access all long-term services and supports (LTSS) through one agency, organization, coordinated network, or portal.

SB 80 requires the California Department of Aging (CDA) to award grants to interested and qualified Area Agencies on Aging (AAA) and Independent Living Centers (ILC) to 1) complete the planning and application process (as an Emerging ADRC) for designation and approval to operate as an ADRC program and 2) aid Designated ADRC programs in expanding or strengthening services for the purpose of implementing a No Wrong Door System. Local partnerships operating ADRC programs and meeting the ADRC Designation Criteria have been approved as Designated ADRCs and are qualified for funding under the ADRC Infrastructure Grants Program established by SB 80.

The purpose of the contract is to support ADRC implementation of local No Wrong Door (NWD) systems for Designated ADRCs, as well as, support the expansion or strengthening of ADRC/NWD-related services through funding from the ADRC Infrastructure Grants Program pursuant to the California Welfare and Institutions Code sections 9120-9122.

The Ventura County ADRC is a partnership between the Ventura County Area Agency on Aging (VCAAA) and the Independent Living Resource Center, Inc. (ILRC) to fulfill the above objectives. The quantitative and qualitative measures and goals detailed below help guide the delivery of shared services and development of shared infrastructure to support the needs of older adults, people with disabilities, and their caregivers in Ventura County. The Ventura County ADRC began in 2015 and achieved Designated Status in 2018. The Ventura County ADRC is a leading ADRC in California and often called upon by the California Department on Aging to share best practices and otherwise service as model ADRC.

II. ADRC Partnership Goals

- a) Regular meetings, trainings, and collaboration.
 - a. Monthly meetings between VCAAA and ILRC program managers to facilitate open communication and collaboration.

- b. Quarterly trainings with appropriate staff from both VCAAA and ILRC to support mutual process improvements, provide staffing and program updates, and share best practices in service delivery.
 - c. Quarterly updates to executive leadership regarding progress towards shared goals.
- b) Data
 - a. Launch shared data platform via contact record API between iCarol (VCAAA's new constituent relationship management system) and CIL Suite (ILRC's consumer relationship management system).
 - b. Develop standard reporting template for required State ADRC quarterly reports.
 - c. Develop data driven workload metrics for State funding formulas that will support sustainable ADRC growth.
 - d. Improve service referral process for shared clients/consumers.
- c) Marketing
 - a. Improve cross-linked webpages on each partners' website for more unified marketing about the services offered by the ADRC.
 - b. Explore the feasibility of a single, shared website for coordinated client point of entry, subject to data infrastructure described above.
 - c. Develop social media strategy for increased public awareness of activities and programs offered by VCAAA and ILRC.
- d) Outreach
 - a. Develop shared calendar for in-person outreach events around Ventura County for increased public awareness of activities and programs offered by VCAAA and ILRC.
- e) Reporting
 - a. Collaborate with CDA to refine data dictionary for more consistent ADRC State reporting metrics.

III. ADRC REPORTING

As described above, partners will collaborate to develop an automated shared reporting system compliant with CDA requirements and in the interim reporting periods ILRC will submit the following monthly reports on the 10th of the following month for the prior month (i.e., July 10 for the month of June). Service totals will be updated and reconciled for reporting to the State on a quarterly basis.

- a) Provide Enhanced Information & Referral (I&R) services to 1200 consumers/year, with an estimated goal of 100 consumers/month.
- b) Provide Options Counseling services to 375 consumers/year, with an estimated goal of 31 consumers/month
- c) Provide Short Term Service Coordination services to 375 consumers/year, with an estimated goal of 31 consumers/month.
- d) Provide Transition services (hospital or skilled nursing facility to home) to 50 consumers/year, with an estimated goal of 4 consumers/month

EXHIBIT 2 – REIMBURSEMENT – ADRC Contract

Independent Living Resource Center, Inc – FY 2022-23

ILRC, Inc. agrees to provide services and outreach, to its clients and prospective clients, in the populations that the ILRC serves.

Reimbursement will be approximately \$20,660.33 per month for the duration of this contract and payment will be made by VCAA based on the receipt of a monthly invoice and program report from ILRC. Billing for some months may be higher, depending on when the expenditures are incurred.

Reimbursement will be for the following items:

ILRC ADRC Administrative and Program Expenditures

• Salaries & Benefits	\$184,250
• Non-payroll	\$22,490
• Indirect (Must be \leq 20% of total direct)	<u>\$41,184</u>
Total	<u>\$247,924</u>

Funded by:

• ADRC Infrastructure	\$177,924
• ADRC Hold Harmless	<u>\$70,000</u>
Total	<u>\$247,924</u>