

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

934



FROM : Office on Aging

SUBMITTAL DATE:
May 14, 2012

SUBJECT: FY 2012/2013 Standard Agreement HI-1213-21 between California Department of Aging (CDA) and County of Riverside for Health Insurance Counseling and Advocacy Program (HICAP)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Authorize Chair to execute Standard Agreement HI-1213-21 for FY12-13 (July 1, 2012 to June 30, 2013) with the California Department of Aging (CDA).
2. Return all 4 copies to the Office on Aging for further processing.

BACKGROUND: Funds provided under this agreement support the provision of services, programs and other activities for senior citizens countywide in accordance with the Older Californians Act. The services provided by Health Insurance Counseling and Advocacy Program (HICAP) include counseling and advocacy for Medicare beneficiaries and community education to the public at large.

Continued next page...

Hilary Clarke for Edward Walsh.
Hilary Clarke, Deputy Director for Edward F. Walsh, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 459,094	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: Federal 33.4% and State 66.6%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY *Larri Sioson*
Larri Sioson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 5, 2012
 xc: Office on Aging, Auditor

Kecia Harper-Ihem
 Clerk of the Board
 By *[Signature]*
 Deputy

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

Prev. Agn. Ref.: | **District:** All | **Agenda Number:**

3.46

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY *[Signature]* 5/22/12
 SAMUEL WONG
 Departmental Concurrence
 DATE
 FORM APPROVED COUNTY COUNSEL
 BY: WEAL R. KIPNIS

Consent
 Policy
 Consent
 Policy

Dep't Recomm.:
 Per Exec. Ofc.:

From: OFFICE ON AGING

SUBJECT: FY 2012/2013 Standard Agreement HI-1213-21 between California Department of Aging (CDA) and County of Riverside for Health Insurance Counseling and Advocacy Program (HICAP)

Continued,

This agreement is from July 1, 2012 to June 30, 2013 in the amount of \$459,094 and the sources of funds are \$153,130 Federal (33.4%) and \$305,964 State (66.6%).

These funds have been processed through the countywide budgetary process and will be formally approved once the FY12/13 budget is adopted by the Board of Supervisors.

This agreement reflects the current contract from California Department of Aging and is subject to some modifications based on the State final legislative process.

There is no impact to County General Funds and we are requesting no additional matching requirements.

STATE OF CALIFORNIA }
BOARD OF SUPERVISORS } §
COUNTY OF RIVERSIDE }

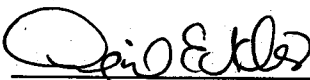
I, April Eckles, Deputy Clerk of the Board for the County of Riverside, do hereby certify that the foregoing is a full, true and correct copy of Standard Agreement No. HI-1213-21, approved by the Board of Supervisors at a regular meeting duly held and convened on June 5, 2012, at which meeting a quorum of said Board was present and acting throughout.

Furthermore, I hereby certify that according to provisions of Government Code Section 25103, a copy of Standard Agreement No. HI-1213-21 was delivered to the Chairman of the Board, John Tavaglione.

Dated this 5th day of June, 2012

WITNESS my hand and official seal

Kecia Harper-Ihem, Clerk of the Board

By: 
Deputy

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on June 5, 2012, that John Tavaglione, the Chairman of this Board is authorized and directed to execute on behalf of said County the State of California Standard Agreement No. HI-1213-21 between the Riverside County and California Department of Aging (CDA) providing for: Health Insurance Counseling and Advocacy Program (HICAP).

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM,
Clerk of the Board

BY: 
Deputy Clerk

STANDARD AGREEMENT WHEN DOCUMENT IS FULLY EXECUTED RETURN

STD 213 (Rev 06/03)

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT NUMBER

HI-1213-21

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

COUNTY OF RIVERSIDE

2. The term of this Agreement is: July 1, 2012 through June 30, 2013

3. The maximum amount of this Agreement is: **\$ 459,094.00**
Four hundred fifty-nine thousand ninety-four and 00/100

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.

Exhibit A – Scope of Work 7 page(s)

Exhibit B – Budget Detail, Payment Provisions, and Closeout 7 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 27 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

COUNTY OF RIVERSIDE

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

6296 RIVERCREST DRIVE, SUITE K RIVERSIDE CA 92507

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

Exempt per: Older Californians Act

ATTEST:

KECIA HARPER-IHEM, Clerk

By *[Signature]*

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 6/5/12

3.46 JUN 05 2012

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

HI-1213-21

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

COUNTY OF RIVERSIDE

2. The term of this Agreement is: July 1, 2012 through June 30, 2013

3. The maximum amount of this Agreement is: **\$ 459,094.00**
 Four hundred fifty-nine thousand ninety-four and 00/100

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.

Exhibit A – Scope of Work 7 page(s)

Exhibit B – Budget Detail, Payment Provisions, and Closeout 7 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 27 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

COUNTY OF RIVERSIDE

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

6296 RIVERCREST DRIVE, SUITE K RIVERSIDE CA 92507

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: 6/5/12

California Department of General Services Use Only

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

Exempt per:
 Older Californians Act

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]
 DEPUTY

346 JUN 05 2012

AGREEMENT NUMBER HI-1213-21
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

COUNTY OF RIVERSIDE

2. The term of this Agreement is: July 1, 2012 through June 30, 2013

3. The maximum amount of this Agreement is: **\$ 459,094.00**
 Four hundred fifty-nine thousand ninety-four and 00/100

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.

Exhibit A – Scope of Work 7 page(s)

Exhibit B – Budget Detail, Payment Provisions, and Closeout 7 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 27 page(s)

Exhibit - D* Special Terms and Conditions

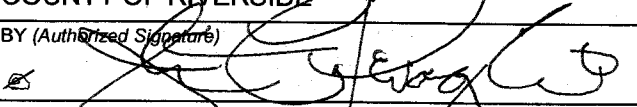
Exhibit E – Additional Provisions 4 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
COUNTY OF RIVERSIDE


BY (Authorized Signature)  DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS
 6296 RIVERCREST DRIVE, SUITE K RIVERSIDE CA 92507

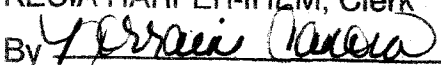
STATE OF CALIFORNIA

AGENCY NAME
 California Department of Aging

BY (Authorized Signature)  DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
 Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS
 1300 National Drive, Suite 200, Sacramento CA. 95834

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By 
 DEPUTY

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE

California Department of General Services Use Only

Exempt per:
 Older Californians Act

3.46 JUN 05 2012

AGREEMENT NUMBER

HI-1213-21

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

COUNTY OF RIVERSIDE

2. The term of this Agreement is: July 1, 2012 through June 30, 2013

3. The maximum amount of this Agreement is: **\$ 459,094.00**
 Four hundred fifty-nine thousand ninety-four and 00/100

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.

Exhibit A – Scope of Work 7 page(s)

Exhibit B – Budget Detail, Payment Provisions, and Closeout 7 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 27 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

CONTRACTOR		California Department of General Services Use Only FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF RIVERSIDE		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS		
ADDRESS		
6296 RIVERCREST DRIVE, SUITE K RIVERSIDE CA 92507		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Aging		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Rachel de la Cruz, Manager, Contracts and Business Services		
ADDRESS		
1300 National Drive, Suite 200, Sacramento CA. 95834		
ATTEST:		
KECJA HARPER-IHEM, Clerk		
By <u>Rachael de la Cruz</u>		
DEPUTY		

Exempt per:
 Older Californians Act

Scope of Work - Exhibit A
Health Insurance Counseling and Advocacy Program (HICAP)

ARTICLE I. DEFINITIONS SPECIFIC TO HICAP PROGRAM

- A. **Health Insurance Counseling and Advocacy Program (HICAP)**, is defined in State law, Welfare and Institutions Code (W&I), Section 9541.
- B. **State Health Insurance Assistance Program (SHIP)**, is defined by the Centers for Medicare and Medicaid Services (CMS). This term may be used interchangeably with **HICAP**.
- C. **Eligible Service Population** means (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [W&I Code, Section 9541 (a) and (c)(2)], (b) the public at large for HICAP community education services. [W&I Code, Section 9541, (c)(1)(4)(5)(6)]
- D. **Medicare Modernization Act 2005 State Funds (MMA State Funds)** means the 2005 augmentation of HICAP State funds as defined in Welfare and Institutions Code (W&I), Section 9757.5(h).

ARTICLE II. SCOPE OF WORK

The Contractor shall perform the following if operating as a direct HICAP program; for a HICAP contracted program the Contractor shall ensure that the subcontractor shall perform the following:

- A. Ensure statutory provisions of the HICAP (W&I Code, Section 9541) are met. Services shall be provided in accordance with all applicable laws, regulations, and the HICAP Program Manual and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of this Agreement
- B. Maintain and if applicable distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all Counselors shall be provided the latest HICAP Counselor Handbook [W&I Code, Section 9100 (c)(d); Section 9541 (b)(1)(2)]
- C. Provide timely notice to CDA or to the Contractor of any changes to the program or changes in the status of the Contractor or subcontractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the Contractor will forward this information to CDA
- D. Submit the name of the HICAP Program Manager to CDA and to the Contractor within 30 days of initial employment

Scope of Work - Exhibit A
Health Insurance Counseling and Advocacy Program (HICAP)

ARTICLE II. SCOPE OF WORK (Continued)

and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by the Department

- O. Provide direct HICAP Legal Services or contract with a provider to perform HICAP legal services. The Contractor or subcontractor shall adhere to the following conditions:
1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar
 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans
 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans
 4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral
 5. The Supervising Attorney shall report the performance of legal services in accordance with HICAP Reporting Instructions.
- P. In addition to the conditions above, the Contractor shall perform the following if subcontracting for HICAP program services:
1. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to W&I Code, Chapters 7 and 7.5, the HICAP Program Manual as issued by CDA, and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of this Agreement
 2. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement
 3. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The

Scope of Work - Exhibit A
Health Insurance Counseling and Advocacy Program (HICAP)

ARTICLE III. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (GC 11135 - 11139.5; Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340, 98370) (Continued)

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with GC Section 11135 et seq., and Sections 98000-98382 of Title 22 of the CCR.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used
 - b. The linguistic and cultural needs of non-English speaking or LEP groups
 - c. Services proposed to address the needs identified and a timeline for implementation (Title 22 CCR 98310)
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement (Title 22 CCR 98310, 98313)

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision A of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR 98211)
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff
 - b. Contracts with interpreter services
 - c. Use of telephone interpreter lines
 - d. Sharing of language assistance materials and services with other providers
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs

Scope of Work - Exhibit A
Health Insurance Counseling and Advocacy Program (HICAP)

ARTICLE III. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (GC 11135 - 11139.5; Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340, 98370) (Continued)

2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC Section 11135 et seq. (Title 22 CCR 98326)
3. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (Title 22 CCR 98211, 98310, 98340)

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
 - Mileage- <http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals)- <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging - <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq.)

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

3. The Department reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Department not to be in compliance with this Agreement, unrelated or inappropriate to contract activities, or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE I. FUNDS (Continued)

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature or Congress for the purpose of this program, the State shall have the option to either:
- Terminate the Contractor pursuant to Exhibit D, Article XII, A.
 - Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.
- b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced (2) some contracts may be reduced by a greater amount than others, and (3) the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. The Contractor may keep interest amounts earned on advances of federal funds up to \$100 per year for Local Government Agencies or \$250 for non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [45CFR 92.21(i); 45CFR 74.22(l)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
3. The Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the Department's Accounting Section.
4. Nonprofit entities shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
 - a. The recipient receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

- E. The Contractor shall ensure that the subcontractor shall submit a budget, which shall be incorporated by reference into the subcontract and will have, at a minimum, the categories listed in Section B, above.
- F. Line Item Transfers
 - 1. The Contractor may transfer contract funds between line items under the following terms and conditions:
 - a. The Contractor shall submit a revised budget to the Department for any line item transfer of funds that is 10 percent or more of the total budget
 - b. The Contractor shall maintain a written record of all budget changes and clearly document line item changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records
 - 2. The Contractor costs for AAA Administration are limited to ten percent of the total HICAP funding allocation less Medicare Modernization Act 2005 State Funds (MMA State Funds). [Scope of Work, Exhibit A, Article I, D] and [W & I, Section 9757.5, (h)]

The Maximum allowable AAA Administration will be identified on the HICAP Budget Display.

- G.. In the event that programs are changed from DIRECT to CONTRACTED or CONTRACTED to DIRECT, the Contractor shall submit a revised budget to the Department, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article XV.
- H. The final date to submit budget revisions is May 1 of the contract period unless otherwise specified by the Department. The Department will not accept any budget revision after the contract period has expired.

ARTICLE III. PAYMENT

- A. The Contractor shall prepare and submit a HICAP Report of Expenditures/Request for Funds (CDA 245) by the 30th of each month to the CDA Fiscal Team in electronic format, using the calendar provided, unless otherwise specified by the Department.

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
 Budget Display
 Fiscal Year 2012/13
 County of Riverside**

	PROGRAM BASELINE	ONE-TIME ONLY	TOTAL	NET CHANGE
HICAP Funds				
Reimbursements (Ins Fund)	203,994	-	203,994	-
State HICAP Fund	101,970	-	101,970	-
Federal SHIP Funds	153,130	-	153,130	-
TOTAL HICAP Funds	459,094	-	459,094	-

The maximum allowable funding available from the allocations above for Administration is:

Reimbursements (Ins Fund)	13,974
State HICAP Fund	6,982
Federal SHIP	15,313

**Funds for this contract are provided by using the following Centers for Medicare & Medicaid Services grants:

CFDA#	Project Title	Award #	Effective Date
93.779	State Health Insurance Assistance Program	1NOCMS020196-20-00	4/1/2012
93.779	State Health Insurance Assistance Program	1NOCMS020196-21-00	4/1/2013

**Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. Definitions

1. The term "Agreement" or "Contract" shall mean the Standard Agreement, (Std. 213), exhibits A,B,C,D, and E, an approved Health Insurance Counseling Advocacy Program (HICAP) Budget, which is hereby incorporated by reference, and amendments, unless otherwise provided in this Article.
2. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
3. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and which is accountable to the State and/or federal government for use of these funds and is responsible for executing its provisions and services.
4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in the Agreement. Subcontract and/or vendor Agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W&I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.
7. "Program income" means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
 - a. Voluntary contributions received from a participant or responsible party as a result of the service
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement
 - c. Royalties received on patents and copyrights from contract-supported activities
 - d. Proceeds from the sale of items fabricated under a contract agreement

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)

ARTICLE II. ASSURANCES (Continued)

The Contractor shall 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

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability (Title 22 CCR 98323) (Chapter 182, Stats. 2006)

3. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. Sections 12101 et seq.)
4. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)

ARTICLE II. ASSURANCES (Continued)

5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: [45 CFR 92.35]
 - 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 Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default
2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either the Contractor or subcontractor.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the

**Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE II. ASSURANCES (Continued)

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of 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; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
2. If any funds other than federal 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
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352
6. 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

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

**Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE V. SUBCONTRACTS (Continued)

- I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval. (CCR, Title 22, Division 1.8, Section 7362):
 1. The RFP or IFB
 2. All bid proposals received
 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity

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

- J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the procurement requirements in the applicable OMB Circular and record the vendor expenditures on Page 1 of the Closeout under consultant or equipment costs if the Contractor purchased services or property respectively.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, 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 State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an

**Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE VII. PROPERTY (Continued)

3. Is used to conduct business under this Agreement

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

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

E. The Contractor shall keep track of property purchased with CDA funds. The Contractor shall maintain and submit to the Department annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to the Department, unless otherwise directed by the Department.

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

1. Date acquired
2. Property description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)
5. Cost or other basis of valuation
6. Fund source

F. Disposal of Property

**Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE VII. PROPERTY (Continued)

1. Another Department program providing the same or similar service
 2. Another Department-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material effect on each of its major programs.

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)

ARTICLE X. AUDITS (Continued)

1. Ensuring that subcontractors expending \$500,000 or more in Federal Awards during the subcontractor's fiscal year have met the audit requirements of OMB Circular A-133 as summarized in D
 2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action
 3. Reconciling expenditures reported to CDA to the amounts identified in the single audit or other type of audit if the subcontractor is not subject to the single audit requirements. For a subcontractor that is not required to have a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., expense verification reviews/monitoring assessments)
 4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete and accounting records must adequately identify the source and application of funds and must be supported by source documentation.
 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents
 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records
- D. The Contractor shall ensure that subcontractor single audit reports meet OMB Circular A-133 requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first
 2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms
 3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide

**Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the Department in cases of higher than usual risks
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement
 3. If applicable, or unless otherwise amended by future regulation, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - \$750,000 if seating capacity is under 8
 - \$1,500,000 if seating capacity is 8 – 15
 - \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium
 2. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the

**Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE XII. TERMINATION (Continued)

reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

The Department may terminate, in whole or in part, for cause the performance of work under this Agreement. The Department may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case the termination shall take effect immediately. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include but are not limited to the following:

1. In case of threat of life, health or safety of the public (termination of Agreement shall be effective immediately)
2. A violation of the law or failure to comply with any condition of this Agreement
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
4. Failure to comply with reporting requirements
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
9. The commission of an act of bankruptcy

**Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE XII. TERMINATION (Continued)

days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The notice of intent to terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the Event of a Termination Notice

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

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the Contractor's letterhead.

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)

ARTICLE XVIII. INFORMATION, INTEGRITY, AND SECURITY (Continued)

limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, and portable hard drives).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential 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.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "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.
4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. The Contractor's employees,

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)

ARTICLE XVIII. INFORMATION, INTEGRITY, AND SECURITY (Continued)

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.
2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

J. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases and ensure the availability of information assets for continued business.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (2) and (3) of this section.
2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.
3. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP)

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

(a) Include an acknowledgement that "This publication has been created or produced by [contractor/subcontractor] with financial assistance, in whole or in part, through a grant from the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and the California Department of Aging"

(b) Use the SHIP logo and tagline on all publications

(c) Give the name of the entity, the address, and telephone number at which the supporting data is available

(d) Include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging or the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and that the publication may not be based upon or inclusive of all raw data."

Additional Provisions—Exhibit E
Health Insurance Counseling and Advocacy Program (HICAP)

ARTICLE I. ASSURANCES SPECIFIC TO HICAP

- A. The Contractor shall assure, either as a direct or contracted HICAP, that the following conditions are met:
1. Services are provided only to the defined Eligible Service Population.
 2. No fees may be charged for services although contributions or donations may be requested. Signs and literature about the HICAP services may indicate that donations are welcome and may suggest donation amounts. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as HICAP Program Income.
 3. Staffing shall be adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the program at least 32 hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
 4. Assure that the Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints and, to refer HICAP clients to legal services.
 5. Provide that all persons affiliated with the program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with law, regulation, and the HICAP Program Manual.
 6. All records containing confidential client information shall be handled in a confidential manner, in accordance with the requirements for monitoring, audits and confidentiality, Exhibit D, Articles IX and X. Confidential records shall be collected no less than annually from the field. This includes individual Intake/Counseling Forms of persons being counseled exceeding the maximum counseling period of twelve (12) months as defined in the HICAP Program Manual, Section 4, subsection 4.1. Maintain confidential records until an audit has occurred and an audit resolution has been issued, unless a longer retention period is otherwise authorized in writing by the Department's Audit Branch or required by law. After that period of authorization, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

**Additional Provisions—Exhibit E
Health Insurance Counseling and Advocacy Program (HICAP)**

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Ensuring accuracy of data from the Contractor and subcontractor intake/assessment process
 3. Verification of the Contractor and subcontractor data prior to use by CDA for the federal National Performance Report (NPR)
- B. The Contractor shall ensure, either as a direct or contracted HICAP, that program performance data is entered into the State HICAP Automated Reporting Program (SHARP) in accordance with Department requirements [(W&I Code, Section 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.
1. The Contractor shall review and approve program performance data entered into the State HICAP Automated Reporting Program (SHARP).
 2. The Contractor, either as a direct or contracted HICAP, shall review and approve program performance data in the following manner:
 - a. By the 15th day of the month in which the quarterly report is due, the Contractor should certify by email (to hicapteam@aging.ca.gov) that they have reviewed and approved the data for their AAA on October 15, January 15, April 15 and July 15
 - b. If the Contractor fails to send an email to the CDA HICAP Team verifying they have reviewed and approved program data by the due date, CDA must assume the AAA has reviewed and approved the data and will use the AAA data for submission to the federal National Performance Report (NPR)
- C. The Contractor, either as a direct or contracted HICAP, shall train and orient staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]

ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN

- A. In the event of a change in HICAP subcontractors, the Contractor shall assure that a subsequent HICAP subcontractor is available to complete any open cases or transactions during the transition period. This shall include Medicare appeals and timelines with the Centers for Medicare and Medicaid Services or hearing officers.



COUNTY OF
Riverside
HUMAN RESOURCES
Winner IPMA Award for Excellence
Risk Management Division

BARBARA A. OLIVIER, SPHR

*Asst. County Executive Officer/
Human Resources Director*

SHAWN ATIN

Asst. Human Resources Director

Post Office Box 1210, Riverside, CA 92502-1210
(951) 955-3540 Fax (951) 955-5855

May 16, 2012

California Department of Aging
1300 National Drive, Suite 200
Sacramento, CA 95834
Attention: Don Fingado & Rachel de la Cruz

**Re: State of California, Department of Aging Contract Numbers MS-1213-24, TV-1213-21,
HI-1213-21 and AP-1213-21.**

The County of Riverside is self-insured under the State of California Government Code Section 990.4.

The County meets all State requirements for self-insured and complies with all State of California rules and regulations for self-insured entities.

The County of Riverside maintains an adequate reserve for claims; the County is also audited annually by an independent firm.

Please do not hesitate to contact me at your convenience if you have any additional questions and/or concerns regarding this matter.

Best regards,

Jeffrey L. Hunter
Senior Risk Management Analyst

JLH/jf

CALIFORNIA DEPARTMENT OF AGING

1300 NATIONAL DRIVE, SUITE 200
 SACRAMENTO, CA 95834-1992
 Internet Home Page: www.aging.ca.gov
 TDD1-800-735-2929
 FAX (916) 928-2267
 TEL (916) 419-7500



PROGRAM MEMO

CDA 1014 (Rev. 04/11)

TO: Area Agency on Aging Directors	NO.: PM 12-07(P)
SUBJECT: HICAP Fiscal Year 2012-13 Health Insurance Counseling and Advocacy Program Budget Display and Contract	DATE ISSUED: April 19, 2012
REVISED:	EXPIRES: June 30, 2013
REFERENCES: Older Californians Act, Welfare and Institutions Code 9100, et. seq.	SUPERSEDES: PM 11-08(P)
PROGRAMS AFFECTED: <input type="checkbox"/> All <input type="checkbox"/> Title III-B <input type="checkbox"/> Title III-C1/C2 <input type="checkbox"/> Title III-D <input type="checkbox"/> Title III-E <input type="checkbox"/> Title V <input type="checkbox"/> CBSP <input type="checkbox"/> MSSP <input type="checkbox"/> Title VII <input type="checkbox"/> ADHC <input checked="" type="checkbox"/> Other: HICAP	
REASON FOR PROGRAM MEMO: <input type="checkbox"/> Change in Law or Regulation <input type="checkbox"/> Response to Inquiry <input checked="" type="checkbox"/> Other Transmit HICAP Budget Displays and Contracts	

Purpose

This Program Memo (PM) transmits your Health Insurance Counseling and Advocacy Program (HICAP) Budget Display and contract for Fiscal Year (FY) 2012-13. No Planning Estimates for HICAP allocations were issued in advance of this PM.

Allocation Methodology

State Funding

- The amount of State funding allocated (Department of Insurance Reimbursements and State HICAP Funds) is based on the FY 2012-13 Governor's Budget.
- Since the 2005-06 Budget Year, baseline increases in State funding have been allocated based on the number of Area Agencies on Aging (AAA) receiving HICAP funds (50 percent of funds by flat rate) and the distribution among Planning and Service Areas (PSAs) of Medicare beneficiaries (50 percent of funds by beneficiary population).
- The present allocation uses updated 2010 Medicare Beneficiary population data, which is the latest data available from the Centers for Medicare and Medicaid Services.

Continued on next page

Carryover

- All federal local assistance funding that remains unspent as of June 30, 2013, will be carried over as One-Time-Only Program funding for the next fiscal year.
 - No Administration funding will be available from these funds.
-

Inquiries

- Fiscal inquiries: contact your assigned AAA-Based Fiscal Team Specialist.
 - Programmatic inquiries: contact your assigned HICAP Specialist.
-

Attachments

- FY 2012/13 HICAP Budget Display - Statewide Budget Summary
 - FY 2012/13 HICAP Budget Displays - Individual AAA Budgets
-

Contract Packages

Contract packages will be mailed to each HICAP's Contract Representative separately from this PM.

Lora Connolly

Lora Connolly
Director