

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

464



**FROM:** Office on Aging

**SUBMITTAL DATE:**  
December 31, 2015

**SUBJECT:** Ratification of Contract Agreement between the County of Riverside Office on Aging (OoA) and Council on Aging for Health Insurance Counseling and Advocacy Program (HICAP) for Federal Financial Alignment Services for the period November 2, 2015 to June 30, 2016. [Districts – ALL] [Total Cost: \$64,373] [Source of funds – 100% Federal].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Authorize Chair to execute Contract Agreement between the County of Riverside Office on Aging (OoA) and Council on Aging for Health Insurance Counseling and Advocacy Program (HICAP) for Federal Financial Alignment Services for a 8 month period, November 2, 2015 to June 30, 2016;
2. Authorize the Purchasing Agent, based on the availability of funding, to sign renewals and amendments that do not change the substantive terms of the agreement, as approved by County Counsel;
3. Return four (4) copies of the Contract Agreement to the Office on Aging for further processing.

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Susana Garcia-Bocanegra 11/17/16

Rachelle Román  
Rachelle Román, Deputy Director

(Continued on Page 2)

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 64,373	\$	\$ 64,373	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: 100% Federal				Budget Adjustment: No	
				For Fiscal Year: 2015/16	

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Lani Sioson  
Lani Sioson

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: January 26, 2016  
xc: OoA, Purchasing

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

**Prev. Agn. Ref.:**

**District:** All

**Agenda Number:**

3-19

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS DATE: 1/2/16  
Departmental Concurrence

PURCHASING & SERVICES  
Lisa Brandl, Director

☐ A-30 ☐ Positions Added ☐ Change Order  
☐ 4/5 Vote

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

**FORM 11:** Ratification of Contract Agreement between the County of Riverside Office on Aging (OoA) and Council on Aging for Health Insurance Counseling and Advocacy Program (HICAP) for Federal Financial Alignment Services for the period November 2, 2015 to June 30, 2016. [Districts – ALL] [Total Cost: \$64,373] [Source of funds – 100% Federal]

**DATE: December 31, 2015**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary**

The California Department of Aging (CDA) allocates the Federal Financial Alignment (FA) grant funds to Area Agencies on Aging (AAA) to provide additional and enhanced Health Insurance Counseling and Advocacy Program (HICAP) outreach, education and counseling related to Cal MediConnect. The FA grant funds are to be used by Council on Aging to promote coordinated delivery of medical, behavioral health, long-term institutional and home and community-based services through a single organized system to older adults and people with disabilities who are dually eligible for both Medi-Cal and Medicare. HICAP will provide outreach, education, and counseling to dual eligible beneficiaries to help them understand their Cal MediConnect coverage options.

**Impact on Citizens and Businesses**

These funds are to be utilized in accordance with HICAP eligible service population to provide program participants education and counseling to obtain a better understanding of their Cal MediConnect coverage options.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Standard Agreement FA-1516-21 between California Department of Aging (CDA) and the County of Riverside for Health Insurance Counseling and Advocacy Program (HICAP) administered by the Office on Aging is simultaneously being proposed for approval by the Board of Supervisors, which includes a budget adjustment to reflect the actual revenue under the agreement for the current fiscal year. Therefore, a budget adjustment is not needed for this contract agreement.

Total grant funds from California Department on Aging for the current fiscal year are \$64,373; whereas \$57,936 is allocated to Council on Aging for Health Insurance Counseling and Advocacy Program (HICAP) and \$6,437 will be used by the Office on Aging for administrative costs of the grant. There are sufficient funds in the budget to fund this contract.

No budget adjustment required.

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

**ATTACHMENTS:**

**A. Contract between the County of Riverside Office on Aging (OoA) and Council on Aging**

Amendment Number:

1. This Agreement is entered into between the Riverside County Agency and Contractor named below.

Riverside County Agency Name  
Office on Aging

Contractor Name  
Council On Aging - Orange County

2. The term of this Agreement is:

November 2, 2015 through June 30, 2016

**State Financial Alignment (FA)**

3. Maximum amount of this Agreement:

\$57,936.00

Fifty Seven Thousand Nine Hundred and Thirty Six Dollars

4. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Agreement.

Riverside County Office on Aging Contract

Attachment A Scope of Work - HICAP State Financial Alignment (FA)

Attachment B Individual Contractor Allocations - HICAP State Financial Alignment (FA)

Attachment C Contract Budget Program/Activity - HICAP State Financial Alignment (FA)

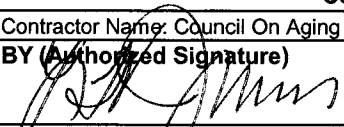
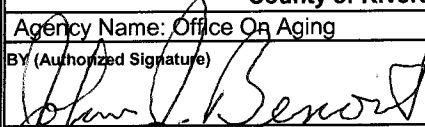
ATTEST:

KECIA HARPER-IHEM, Clerk

By 

DEPUTY

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

Contractor		County of Riverside	
Contractor Name: Council On Aging - Orange County (HICAP)		Agency Name: Office On Aging	
BY (Authorized Signature) 	Date Signed 12-4-15	BY (Authorized Signature) 	Date Signed JAN 26 2016
Printed Name And Title of Person Signing Lisa Wright Jenkins, CEO		Printed Name And Title of Person Signing JOHN J. BENOIT CHAIRMAN, BOARD OF SUPERVISORS	
Address  1971 East 4th Street, Suite 200 Santa Ana, CA 92705		Address  6296 River Crest Drive, Suite K Riverside, CA 92507	

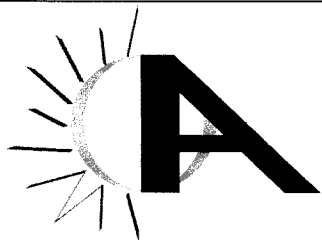
FORM APPROVED COUNTY COUNSEL

BY 

NEAL R. KIPNIS

DATE 1/16/16

JAN 26 2016 3-19



**RIVERSIDE COUNTY  
OFFICE ON AGING**

**Fiscal Year 2015-16  
November 2, 2015 through June 30, 2016**

**Contract Period: November 2, 2015 through June 30, 2016**

Please print (2) copies, sign, and return to our office:

**Attn: CONTRACTS AND SERVICES OFFICE  
6296 River Crest Drive, Suite K  
Riverside, CA 92507**

If you have any questions or concerns,  
please call our office at:  
(951) 867-3800  
Monday thru Thursday: 8:00AM to 5:00PM

**SERVICE PROVIDER CERTIFICATION CLAUSES:**

**1. Compliance with HHS Regulation:** SERVICE PROVIDER hereby certifies it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by, or pursuant to the Regulation of HHS (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or gender, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Service Provider receives federal financial assistance from the Riverside County Office on Aging ("RCOoA") and HEREBY GIVES ASSURANCE THAT it will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Service Provider, or in the case of any such property, any transferee, for the period during which real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, this assurance shall obligate the Service Provider. If any personal property is so provided, this assurance shall obligate the Service Provider for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Service Provider for the period during which federal financial assistance is extended to it by RCOoA.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof the Service Provider by RCOoA, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Service Provider recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Service Provider, its successors, and transferees, and the person whose signature appears below is authorized to sign this assurance on behalf of the Service Provider.

**2. Drug-Free Workplace Certification:** SERVICE PROVIDER hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace and will:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace,
  - (2) The person's or organization's policy of maintaining a drug-free workplace,
  - (3) Any available counseling, rehabilitation and employee assistance programs, and
  - (4) Penalties that may be imposed upon employees for drug abuse violations.

- C. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed Contract Agreement:
- (1) Will receive a copy of the company's drug-free policy statement, and
  - (2) Will agree to abide by the terms of the company's statement as a condition of employment on the project or Award.

**3. Lobbying Certification:** SERVICE PROVIDER certifies, to the best of his knowledge and belief, that:

- A. No federal 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, and officer or employee of Congress, or any employee of a Member of Congress connected with the awarding 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.
- B. 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 agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress connected with the awarding 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of 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.

**4. Statement of Compliance-Nondiscrimination:** SERVICE PROVIDER hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation, and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (including HIV or AIDS and cancer related), marital status, sex, sexual orientation (or perceived sexual orientation), age (over 40), or denial of family care leave and denial of pregnancy disability leave. Benefits may not be denied to an individual who refuses to provide information with respect to his citizenship or alien status unless such information is required by statute to determine eligibility for the benefit. As part of the

civil protections under Title VI, any Service Provider receiving federal funding may not exclude anyone otherwise eligible from receiving services because of limited proficiency in the English language. And based on the Privacy Act of 1974, it is unlawful for any federal, State, or local government to deny any individual a right, benefit, or privilege because that individual refuses to provide a Social Security number, unless disclosure of the Social Security number is required by Federal statute.

**5. Certification Regarding Debarment:** SERVICE PROVIDER (recipient of Federal/State assistance funds) certifies, by execution of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transmission by any Federal/State department or agency.

Where the prospective recipient of federal/State assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

Recipient shall ensure that the Riverside County Office on Aging will be notified by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, within five (5) working days if there is any change in status regarding this certification.

**AUTHORIZED SIGNATORY FORM:**

The following persons have personally signed below and are authorized to sign documents as indicated:

**Contract Agreement/Contract Amendments/Fiscal Closeout Report**

Name: Miriam Boulger  
 Title: Director of Finance/HR

Signature: Miriam Boulger  
 Phone: 714-648-0892  
 E-mail address: mboulger@coagac.org

**Monthly Financial Reports/Budget Revisions**

Name: Miriam Boulger  
 Title: Director of Finance/HR

Signature: Miriam Boulger  
 Phone: 714-648-0892  
 E-mail address: mboulger@coagac.org

**Program Reports**

Name: Gilbert Saucedo  
 Title: HICAP Program Manager

Signature: \_\_\_\_\_  
 Phone: 909-758-5787  
 E-mail address: gsauceda@hicapsbc.org

As an emergency contact, our Board Chairperson's telephone number is \_\_\_\_\_  
 and mailing address is \_\_\_\_\_

**FY 2015-16 Schedule of Important Contract Due Dates**

July 1 <sup>st</sup>	Contract begins
5 <sup>th</sup> business day of every month	Monthly Financial Request for Reimbursement (MFR) due
August 31 <sup>st</sup>	Program budget revisions due
September 30 <sup>th</sup>	Contract ends
October 31 <sup>st</sup>	Fiscal Closeout report due
90 days after the end of the contract term	Financial Audit due



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The following persons have personally signed below and are authorized to sign documents as indicated:

**Contract Agreement/Contract Amendments/Fiscal Closeout Report**

Name: Miriam Boulger  
 Title: Director of Financial It

Signature: Miriam Boulger  
 Phone: 951-758-5737  
 E-mail address: mboulger@conoc.org

**Monthly Financial Reports/Budget Revisions**

Name: Miriam Boulger  
 Title: Director of Financial It

Signature: Miriam Boulger  
 Phone: 951-758-5737  
 E-mail address: mboulger@conoc.org

**Program Reports**

Name: Gilbert Saucedo  
 Title: HICAP Program Manager

Signature: Gilbert Saucedo  
 Phone: 951-758-5737  
 E-mail address: gsauceda@hicapshc.org

As an emergency contact, our Board Chairperson's telephone number is \_\_\_\_\_  
 and mailing address is \_\_\_\_\_

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**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

- A. The term "Contract Agreement" shall mean the Award Coversheet, the Terms and Conditions, the Scope of Work, Scope of Service, Program Budget, all exhibits, attachments, amendments, unless otherwise provided in this Article.
- B. "RCOoA" means the Riverside County Office on Aging. "HICAP" means Health Insurance Counseling Advocacy Program.
- C. "State" and "Department" means the State of California and the California Department of Aging ("CDA") interchangeably.
- D. "Service Provider" means the entity to which funds are awarded under this Contract Agreement and which is accountable to RCOoA for use of these funds and is responsible for executing the provisions for services of this Contract Agreement.
- E. "Subcontractor" is the legal entity that receives funds from the Service Provider to provide direct services identified in this Contract Agreement. "Subcontract Agreement" means a subcontract agreement supported by funds from this Contract Agreement.
- F. "Reimbursable item" also means "allowable cost" and "compensable item."
- G. "HHS" means the Department of Health and Human Services. "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 Public Contract Code. "OMB" means Office of Management and Budget.
- H. "MFR" means Monthly Financial Report of Expenditures / Request for Funds.
- I. "NSIP" means Nutrition Services Incentive Program. "SFMNP" means Senior Farmer's Market Nutrition Program.
- J. "RFP" means Request for Proposals. "IFB" means Invitation for Bid.
- K. "Program income" is revenue generated by the SERVICE PROVIDER from Contract Agreement-supported activities. "Program income" is:
  - 1) Voluntary contributions received from a participant or responsible party as a result of the services.
  - 2) Income from usage or rental fees of real or personal property acquired with grant funds, or funds provided under this Contract Agreement.
  - 3) Royalties received on patents and copyrights from Contract Agreement-supported activities.
  - 4) Proceeds from the sale of items attained under a Contract Agreement including the sale of RCOoA property and equipment.
  - 5) Interest earned on funds awarded by RCOoA, except for the HICAP Program.

- L. In the event of inconsistency between the articles, attachments, or provisions, which constitute this Contract Agreement, the following order of precedence shall apply:
- 1) The Older Americans Act Amendments of 2006 (OAA as amended);
  - 2) Other applicable Federal statutes and their implementing regulations;
  - 3) Older Californians Act;
  - 4) Title 22 CCR § 7000 et. seq.
  - 5) Terms and Conditions, and any amendments thereto;
  - 6) Scope of Service;
  - 7) All other attachments incorporated herein by reference;
  - 8) Program memos and other guidance issued by CDA.
- M. In the event that any provision of this Contract Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of the Contract Agreement have force and effect and shall not be effected thereby.

## ARTICLE II. ASSURANCES

A. Nondiscrimination

The SERVICE PROVIDER shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Service Provider Certification Clauses which is hereby incorporated by reference. In addition, SERVICE PROVIDER shall comply with the following:

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

SERVICE PROVIDER shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d; 45 CFR 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, Program and Activities

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

- 3) The SERVICE PROVIDER assures the RCOoA 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 ADA. (42 USC Sections 12101 et. seq.)

- 4) The SERVICE PROVIDER agrees to include this requirement in all contracts it enters into with subcontractors to provide services pursuant to this Contract Agreement.

B. Certifications Under Penalty of Perjury

- 1) By signing this Contract Agreement, the SERVICE PROVIDER does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against SERVICE PROVIDER within the immediately preceding two-year period because of SERVICE PROVIDER'S failure to comply with an order of a federal court which orders SERVICE PROVIDER to comply with an order of the National Labor Relations Board.
- 2) By signing this Contract Agreement, the SERVICE PROVIDER swears under penalty of perjury that the SERVICE PROVIDER is not: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 3) The SERVICE PROVIDER'S signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the SERVICE PROVIDER, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.
- 4) The SERVICE PROVIDER acknowledges in accordance with the Child Support Compliance Act that:
  - a. The SERVICE PROVIDER recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and
  - b. The SERVICE PROVIDER, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

C. Information Integrity and Security

- 1) Information Assets:

The SERVICE PROVIDER'S client/customer "identifying information" shall include (but are not 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. Information collected and/or accessed in the administration of the State programs and services, and information stored in any media form, paper or electronic.

2) Encryption on Portable Computing Devices

The SERVICE PROVIDER is required to encrypt (or use an equally effective measure), any data collected under this Contract 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).

3) Disclosure

- a. The SERVICE PROVIDER 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.
- b. The SERVICE PROVIDER shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this Contract Agreement, except for statistical information not identifying any participant.
- c. The SERVICE PROVIDER shall not use such identifying information for any purpose other than carrying out the SERVICE PROVIDER'S obligations under this Contract Agreement.
- d. The SERVICE PROVIDER shall not, except as otherwise specifically authorized or required by this Contract Agreement or court order, disclose any identifying information obtained under the terms of this Contract Agreement to anyone other than the RCOoA and CDA without prior written authorization from the CDA. The SERVICE PROVIDER may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- e. The SERVICE PROVIDER 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 SERVICE PROVIDER accept such blanket authorization from any participant.

4) Training/Education

- a. The SERVICE PROVIDER must provide ongoing education and training, at least annually, for all employees, volunteers, and subcontractors who handle personal, sensitive, or confidential information. SERVICE PROVIDER employees, subcontractors and volunteers must complete the Security Awareness Training module located on CDA's website, [www.aging.ca.gov](http://www.aging.ca.gov) within 30 days of the start date of Contract Agreement or within 30 days of the start date of any new employee, subcontractor, or volunteer. The SERVICE



PROVIDER must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates.

5) Health Insurance Portability and Accountability Act (HIPAA)

The SERVICE PROVIDER agrees to comply with the privacy and security requirements of Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. SERVICE PROVIDER will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

6) Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The SERVICE PROVIDER must report all security incidents to RCOoA immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to CDA, via RCOoA, within five (5) business days of the date the incident was detected.

7) Notification of Security Breach to Data Subjects

- a. Notice must be given by the SERVICE PROVIDER or subcontractor to any data subject whose personal information could have been breached.
- b. Notice must be given in the most expedient time possible and without unreasonable delay except when necessary measures to restore system integrity are required.
- c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

8) Software Maintenance

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

9) Electronic Backups

The SERVICE PROVIDER shall ensure that all electronic information pertaining to RCOoA is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business.

D. Copyrights and Rights in Data

1) Copyrights



- a. If any material funded by this Contract Agreement is subject to copyright, the State via RCOoA reserves the right to copyright such material and the SERVICE PROVIDER agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
- b. The SERVICE PROVIDER may request permission to copyright material by writing to the Director of the State Department of Aging via RCOoA. The Director shall consent to or give the reason for denial to the SERVICE PROVIDER in writing within sixty (60) days of receipt of the request.
- c. If the material is copyrighted with the consent of the State via RCOoA, the State reserves a royalty-free, non-exclusive and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
- d. The SERVICE PROVIDER certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

## 2) Rights in Data

- a. The SERVICE PROVIDER shall not publish or transfer any materials, as defined in (b) below, produced or resulting from activities supported by this Agreement without the express written consent of the State, via RCOoA. That consent shall be given or denied after the written request is received by the State, via RCOoA. RCOoA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit SERVICE PROVIDERS from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- b. As used in this Contract Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract Agreement. The term does not include financial reports, cost analyses and similar information incidental to Contract Agreement administration.
- c. Subject only to the provisions of Article II., Section D., paragraph 1., the State via RCOoA may use, duplicate or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Contract Agreement.
- d. Materials published or transferred by the Service Provide shall: (a) state that, "The materials or product were a result of a project funded by a Contract Agreement with RCOoA"; (b) give the name of the entity, the address and telephone number at which the supporting data is available; and (c) include a statement that, "The conclusions and the

opinions expressed may not be those of the State and/or RCOoA, and that, where applicable, the publication may not be based upon or inclusive of all raw data."

E. Law, Policy and Procedure, Licenses and Certificates

The SERVICE PROVIDER agrees to administer this Contract Agreement and require any subcontractors to administer their subcontracts in accordance with this Contract Agreement, and with all applicable, local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety (according to the Occupational Safety and Health Administration (OSHA) Code of Federal Regulation, CFR Title 29), fire, safety, health and sanitation regulations, directives, guidelines, and/or manuals related to this Contract Agreement, and resolve all issues using good administrative practices and sound judgment. The SERVICE PROVIDER and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

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

F. Standards of Work

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

G. Conflict of Interest

- 1) The SERVICE PROVIDER 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 RCOoA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RCOoA and such conflict may constitute grounds for termination of the Contract Agreement.
- 2) This provision shall not be construed to prohibit employment of persons with whom the SERVICE PROVIDER'S officers, agents or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

H. Covenant Against Contingent Fees

- 1) The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit this Contract Agreement. There has been no agreement to make commission payments in order to obtain this Contract Agreement.

- 2) For breach or violation of this warranty, RCOoA shall have the right to terminate this Contract Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

I. Payroll Taxes and Deductions

The SERVICE PROVIDER shall promptly forward payroll taxes, insurances, and contributions, including the State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

J. Facility Construction or Repair

- 1) When applicable for purposes of construction or repair of facilities, the SERVICE PROVIDER shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
  - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
  - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, and 8).
  - d. 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).
- 2) The SERVICE PROVIDER shall not use payment for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the State via RCOoA.
- 3) When funding is provided for construction and non-construction activities, the SERVICE PROVIDER or subcontractor must obtain prior written approval from the State via RCOoA before making any fund or budget transfers between construction and non-construction.

K. Contract Agreements in Excess of \$100,000

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

- 1) Clean Air Act, as amended (42 USC 1857).
- 2) Clean Water Act, as amended (33 USC 1368).
- 3) Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).
- 4) Environmental Protection Agency Regulations (40 CFR, Part 15, and Executive Order 11738).
- 5) Benefits for Domestic Partners (Public Contract Code Section 10295.3).

L. Debarment, Suspension, and Other Responsibility Matters

The SERVICE PROVIDER certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:

- 1) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) 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 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (3) of this certification;
- 4) 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; and
- 5) SERVICE PROVIDER shall report immediately to RCOoA in writing any incidents of alleged fraud and/or abuse by either SERVICE PROVIDER or SERVICE PROVIDER's subcontractor. SERVICE PROVIDER shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by RCOoA.
  - a. The SERVICE PROVIDER agrees to timely execute any and all amendments to this Contract Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

M. Contract Provisions

The SERVICE PROVIDER shall ensure compliance with any and all provisions as specified in CFR 45 CFR 92.36(i). These provisions include all regulations specified in this Agreement, as well as any additional regulations that are hereby incorporated by reference. The SERVICE PROVIDER understands that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy under 45 CFR 92.36(i), and that they will be in compliance with all applicable modifications.

M. Contract Agreement Authorization

- 1) If a public entity, the SERVICE PROVIDER shall submit to RCOoA a copy of the resolution, order, or motion referencing the Contract Agreement number authorizing

**execution of this Contract Agreement. If a private nonprofit entity, the SERVICE PROVIDER shall submit to RCOoA an authorization by the board of directors to execute this Contract Agreement, referencing this Contract Agreement number.**

- 2) Documentation in the form of a resolution, order, motion, or authorization by the Board of the Service Provider is required for the original and each subsequent amendment to this Contract Agreement. This requirement may also be met by a single resolution, order, motion, or authorization from the Board of the Service Provider authorizing the Service Provider Director or designee to execute the original and all subsequent amendments to this Agreement.

N. Drug-Free Workplace Act

The SERVICE PROVIDER shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code, Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code, Section 8355(b) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government code, Section 8355 (c), that every employee who works under this Contract Agreement:
  - a. Will receive a copy of the SERVICE PROVIDER'S drug-free policy statement; and
  - b. Will agree to abide by the terms of the SERVICE PROVIDER'S statement as a condition of employment on the contract.
- 4) Failure to comply with these requirements may result in suspension of payments under the Contract Agreement or termination of the Contract Agreement or both, and the SERVICE PROVIDER may be ineligible for award of any future State funded Contract Agreements if RCOoA determines that any of the following has occurred: (1) the SERVICE PROVIDER has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

O. Provision of Services

The SERVICE PROVIDER shall ensure the provision of services under this Contract Agreement, as specified by the Program Exhibit or the Scope of Service which are hereby incorporated by reference.

P. Availability of Staff

- 1) The SERVICE PROVIDER shall maintain adequate staff to meet all obligations under this Contract Agreement.
- 2) This staff shall be available to the RCOoA or the State for training and meetings which RCOoA may find necessary from time to time.

Q. Administration

- 1) The SERVICE PROVIDER shall be a public or private nonprofit entity. RCOoA must secure a waiver from CDA to award a Contract Agreement to a for-profit entity, should there be no equally competent applicant. If a private nonprofit entity, the SERVICE PROVIDER shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Contract Agreement.
- 2) The SERVICE PROVIDER shall ensure that any subcontractors providing services under this Contract Agreement shall be of sound financial status. Any private, subcontracting corporation shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Contract Agreement.
- 3) Failure to maintain good standing by the SERVICE PROVIDER shall result in any of the sanctions listed under the Contract Agreement Sanction Policy, Attachment B, until satisfactory status is restored.

### ARTICLE III. CONTRACT AGREEMENT REFERENCING

- A. All elements of this Contract Agreement, as defined in Article I., Section A., and as approved by RCOoA in making this award, are hereby incorporated by reference, and is fully set forth herein.
- B. A copy of this Contract Agreement is on file, portions are available for inspection by appointment, at Riverside County Office on Aging, 6296 River Crest Drive, Suite K, Riverside, CA 92507.

### ARTICLE IV. TERM OF CONTRACT AGREEMENT

- A. The term of this Contract Agreement is **July 1, 2015 through September 30, 2016**, at which time the Contract Agreement expires, subject, however, to earlier termination or cancellation as herein provided. Commencement of Work: should the SERVICE PROVIDER or subcontractor begin work in advance of receiving notice that the Contract 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.

The final date to submit a signed Contract Agreement is July 31<sup>st</sup>. A Service Provider who fails to comply with this requirement will be deemed non-responsive and a Contract Agreement will not be executed.

- B. This Contract Agreement may be canceled by either party at any time upon thirty (30) days written notice to the other party, with or without cause. In the event of cancellation notice, RCOoA will present written notice to the SERVICE PROVIDER of any conditions, such as care of clients, return of unspent funds, and disposition of property, which must be met prior to cancellation. Cancellation is effective only upon the written determination of RCOoA that the SERVICE PROVIDER has met those conditions.
- C. RCOoA reserves the right to non-renew Contract Agreements for years subsequent to the term of this Contract Agreement.

### ARTICLE V. FUNDS

Funding awarded under this Contract Agreement is made available under provisions of the Older Americans Act Amendments, Title III and/or Title VII, and California State appropriations, and has been approved by the RCOoA Governing Board. Funding awarded to SERVICE PROVIDERS represents allocations after deduction of program administrative service charges.

A. Expenditure of Funds

- 1) The SERVICE PROVIDER shall expend all funds received hereunder in accordance with this Contract Agreement.
- 2) Any reimbursement for authorized travel and per diem (i.e. travel, lodging, meals, and other incidentals) shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. Rates may be accessed on the State's website:

- **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 SERVICE PROVIDER from paying any differences in costs, from funds other than those provided by RCOoA, between State rates and any rates the SERVICE PROVIDER 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 RCOoA. (CCR, Title 2 Section 599.615 et. seq.)

- 3) RCOoA reserves the right to refuse payment to the SERVICE PROVIDER or disallow costs for any expenditure, as determined by RCOoA to be: out of compliance with this Contract Agreement, unrelated or inappropriate to Contract Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability of Funds

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

C. Unexpended Funds

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

D. Availability of Funds

- 1) For the mutual benefit of both parties, and in order to avoid program and fiscal delays that would occur if this Contract Agreement were executed after that determination was made, it is understood between the parties that this Contract Agreement may have been written before ascertaining, the availability of appropriation of State and/or federal funds.
- 2) This Contract Agreement is valid and enforceable only if sufficient funds are made available to CDA by the United States Government or by the Budget Acts of the appropriate fiscal years for the purposes of these programs. In addition, this Contract Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Contract Agreement in any manner.
- 3) In the event that insufficient funds are appropriated by the Legislature and/or Congress for any of these programs, this Contract Agreement may be terminated or amended to reflect any reduction in funds.
- 4) RCOoA reserves the right to increase and/or decrease funds available under this Contract Agreement to reflect, any restrictions, limitations, or conditions as directed by the California Department of Aging.

E. Reduction of Funds





- 1) If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this Contract Agreement, RCOoA has the option to either:
  - a. Terminate the Contract Agreement pursuant to Article XVI. Termination, Section A.
  - b. Offer a Contract Amendment to reflect the reduced funding for this Contract Agreement.
- 2) In the event that RCOoA elects to offer a Contract Amendment, RCOoA reserves the right to determine (1) which Contract Agreements, if any, under this program shall be reduced and (2) some Contract Agreements may be reduced by a greater amount than others, and (3) the amount that any and or all of the Contract Agreements shall be reduced for the fiscal year.
- 3) RCOoA may reduce the amount of awarded funding if the SERVICE PROVIDER is not meeting service objectives as listed in the scope(s) of services or if spending pattern indicates that the SERVICE PROVIDER will have unexpended funding at the end of the Agreement period. RCOoA will be the sole determinant of all reduction of RCOoA funding and will be reasonable in its determination.
- 4) The SERVICE PROVIDER hereby expressly waives any and all claims against RCOoA for damages arising from the termination, suspension, or reduction of the funds provided by RCOoA.
- 5) In the event of termination of this Contract Agreement for reduction, suspension or termination of funds to RCOoA, the SERVICE PROVIDER shall be compensated by RCOoA for completed services rendered prior to termination, subject to availability of funds, allowability of costs and audit verification.

F. Increase of Awarded Funds

RCOoA may increase the amount of awarded funding, subsequent to execution of this Contract Agreement, if additional RCOoA funding becomes available. The SERVICE PROVIDER may be required to increase the service objectives as listed in the scope(s) of service(s) to qualify for additional funding. Any such increase in funding will not be subject to a competitive process.

G. Supplantment

RCOoA funds cannot be used to supplant (replace) funds from non-Federal funding sources.

H. Acknowledging RCOoA Funding

The SERVICE PROVIDER shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures, press releases, etc., and shall acknowledge RCOoA by the use of signs on funded vehicle(s).

I. Interest Earned

- 1) SERVICE PROVIDER may keep interest amounts up to \$100 per fiscal year for Local Government Agencies [45CFR 92.21(i)] and \$250 for Non-Profit Organizations [45CFR 74.22 (l)], for administrative expenses. Interest earned on advanced contract funds shall be identified as Program Income on Fiscal budgets.

Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply:

- a. The SERVICE PROVIDER 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.

J. Program Income

- 1) Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- 2) Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
- 3) For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII Elder Abuse Prevention Programs: Program Income must be spent before the Contract Agreement funds (except as noted in 4) and may reduce the total amount of Contract Agreement funds payable to the SERVICE PROVIDER.
- 4) For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII Elder Abuse Prevention Programs, if Program Income is earned in excess **of the amount approved by RCOoA in the Contract Agreement budget**, the excess amount may be deferred for use in the first quarter of the following Contract Agreement period, which is the last quarter of the federal fiscal year: July, August, and September.
- 5) If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
- 6) **Program Income may not be used to meet the matching requirements of this Agreement.**
- 7) Program Income must be used to expand baseline services.

K. One-Time-Only (OTO) Funding

- 1) OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued. Only a Service Provider with existing contracts, funded by the same funding source as the OTO funds, is eligible to receive the OTO funds. All contracts shall be procured either through an open competitive procurement process pursuant to Title 22 CCR Section 7532 or through a non-competitive award pursuant to Title 22 CCR Section 7360.
- 2) Title IIIs and Title VII Program One-Time-Only funds shall be used for the following purposes:
  - a. The purchase of equipment which enhances the delivery of services to the eligible service population and is an allowable cost of the program.
  - b. Home and community-based projects which assist families and/or caregiver to maintain the eligible service population in a home environment, as approved by RCOoA.
  - c. Innovative pilot projects that approved by CDA/RCOoA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45 CFR 1321.53 (a) & (b)].
  - d. Baseline services – OTO funds, with prior RCOoA approval, may be used to maintain or increase baseline services. However, programs funded with OTO funds shall not expect OTO funding beyond the current contract period in which OTO funds are awarded.
- 3) Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall be used to purchase food in the Elderly Nutrition Programs.

L. Matching Contributions

- 1) Matching means cash on the value of in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the SERVICE PROVIDER from other resources;
- 2) In-kind contributions are property or services provided which benefit a Contract Agreement-supported project or program and which are contributed by non-federal parties without charge to SERVICE PROVIDER;
- 3) In-kind contributions count towards satisfying a matching requirement only where the payments would be otherwise allowable costs if SERVICE PROVIDER were to pay for the costs;
- 4) Costs incurred by the SERVICE PROVIDER must be verifiable from the records of the Service Provider;
- 5) Costs must be allowable as outlined in the Office of Management and Budget (OMB) cost principles and may be cash or in-kind contributions.

- 6) Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
- 7) Non-matching contributions are local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., Title V, Title XX, overmatch, etc.)

M. Matching Requirements

- 1) The required minimum matching contributions for Title III-B, III-C, III-D, VII Ombudsman, and VII Elder Abuse Prevention Programs is ten percent (10%) of the combined total of Federal share and matching contribution OR 11.11% of the Federal share alone. Program matching contributions for Title III-B, III-C, and III-D can be pooled to meet the minimum requirement of ten percent (10%).
  - a. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
  - b. Matching contributions generated in excess of the minimum required are considered overmatch;
- 2) The required minimum program matching contributions for Title III-E is twenty-five percent (25%) of the combined total of Federal share and matching contribution OR 33.33% of the Federal share alone. Program overmatch from Title III-B, III-C, or III-D cannot be used to meet the program match requirement for III-E;
  - a. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds. Title III-E programs have no State funds.
- 3) No minimum program matching contribution is required for the Health Insurance Counseling Advocacy Program (HICAP).

Minimum match required above is subject to change at any time.

N. Indirect Costs

- 1) The maximum reimbursement amount allowable for indirect costs is 8 percent of Service Providers direct costs (excluding in-kind contributions and nonexpendable equipment). Indirect costs exceeding the 8 percent maximum may be budgeted and used to meet the minimum matching requirements.
- 2) Service Provider requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

O. Financial Management Systems



The SERVICE PROVIDER shall meet the following standards for its financial management systems, as stipulated in 45 CFR 92.20 (governmental) or 45 CFR, or Section 74.21 (non-profits):

- 1) Financial Reporting
- 2) Accounting Records
- 3) Internal Control
- 4) Budgetary Control
- 5) Allowable Costs
- 6) Source Documentation
- 7) Cash Management

RCOoA may require financial reports more frequently or with more detail (or both), upon written notice to the Service Provider, until such time as RCOoA determines that the financial management standards are met.

#### **ARTICLE VI. BUDGET AND BUDGET REVISION**

- A. The SERVICE PROVIDER will be reimbursed for expenses only as itemized in the budget approved by RCOoA which is attached and hereby incorporated by reference.
- B. The Budget Summary must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The SERVICE PROVIDER'S budget shall include, at a minimum, the following items when reimbursable under this Contract Agreement.
- 1) Direct and overhead costs;
  - 2) Monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of personnel time to be charged to this Contract Agreement, as well as fringe benefits;
  - 3) Rental reimbursement items should specify the unit rate, such as the rate per square foot;
  - 4) If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified;
  - 5) Any travel outside the State of California; and
  - 6) A detailed list of other operating expenses.

RCOoA shall ensure that the SERVICE PROVIDER shall submit a budget which shall be incorporated by reference into the Contract Agreement and will have, at a minimum, the categories listed in Section B above.

- C. The SERVICE PROVIDER may make changes in budget allocations, subject to the following conditions:

- 1) The SERVICE PROVIDER may transfer Contract Agreement funds from each line item within the approved program budget, without prior approval of RCOoA, providing the amount of the change in that Cost Category is BOTH less than 20% AND less than \$1,500.
    - a. For Titles III-B, C, D, and E those six (6) Cost Categories are: 1.) Personnel Costs; 2.) Travel/Training; 3.) Equipment; 4.) Consultants; 5.) Other Costs; and 6.) Indirect Costs. Title C has two additional Cost Categories: 7.) Catered Food and 8.) Raw Food.
  - 2) The SERVICE PROVIDER shall request prior approval from RCOoA for any Total change in a Cost Category that is BOTH 20% or greater AND \$1,500 or more.
  - 3) The SERVICE PROVIDER shall maintain a written record of all budget changes and clearly document Cost Category changes. The record shall include the date of the transfer, the amount, and the purpose and shall be submitted to RCOoA on form A1: Narrative Justification for Budget Revisions for approval.
- D. The SERVICE PROVIDER shall submit a proposed Budget Summary to RCOoA with this Contract Agreement or any other time as indicated and requested by RCOoA.
- E. The final date to submit budget revisions is July 11<sup>th</sup> for this Contract Agreement period unless otherwise specified by RCOoA.

#### ARTICLE VII. PAYMENT

A. Advance Payments

- 1) RCOoA shall allow the SERVICE PROVIDER, funded under the Older Americans Act Amendments, Title III and Title VII, and HICAP, upon execution of this Contract Agreement and availability of funds, to request and receive, in a timely manner, one advance payment per fiscal year which shall not exceed one-twelfth of the Contract Agreement amount.
  - a. Beginning with the September Monthly Financial Report/Request for Funds (MFR), one-tenth of the advance payment shall be deducted each month from amounts due the SERVICE PROVIDER, until the advance is fully liquidated.
- 2) If, at the time of the final Monthly Financial Report, or upon completion or termination of this Contract Agreement, the advance payment has not been fully liquidated, the SERVICE PROVIDER agrees to pay the balance to RCOoA upon demand.

B. Monthly Reimbursement Payments

- 1) The SERVICE PROVIDER shall request payment monthly, on a reimbursement basis, and in arrears for actual expenses incurred, less any amount applied against the advance, beginning with the July expenditure report.



- 2) The SERVICE PROVIDER shall submit a Monthly Financial Report/Request for Funds (MFR) **to be received at RCOoA by the 5<sup>th</sup> working day of each subsequent month.**

C. Accruals

Any accruals for any unpaid obligations at the end of the fiscal year is to be paid within 30 days.

**ARTICLE VIII. SUBCONTRACTS OR VENDOR AGREEMENTS**

- A. SERVICE PROVIDER shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontract is utilized by the SERVICE PROVIDER for any portion of this Contract Agreement, the SERVICE PROVIDER shall retain the prime responsibility to ensure: compliance with laws, regulations and the provisions of contract agreements that may have a direct or material effect on each of its major programs, all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article II Section D of this Contract Agreement, for handling property in accordance with Article XI of this Contract Agreement and ensuring the keeping of, access to, availability and retention of records of subcontractors in accordance with Article IX.
- C. SERVICE PROVIDER shall provide RCOoA with a copy of the Subcontract Agreement and/or vendor agreements and budget to be made a part of this Contract Agreement.
- D. Funds for this Contract Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Contract Agreement, unless all funding under this Contract Agreement is appropriated without regard for fiscal year, and RCOoA has agreed in writing to permit the specific expenditure for a specified period of time.
- E. The SERVICE PROVIDER shall have no authority to contract for, or on behalf of, or incur obligations on behalf of RCOoA.
- F. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the SERVICE PROVIDER and shall be made available to RCOoA for review upon request.
- G. The SERVICE PROVIDER shall monitor the insurance requirements of its subcontractors, in accordance with Article XV.
- H. The SERVICE PROVIDER shall require all its subcontractors and or vendor agreements to indemnify, defend and save harmless the SERVICE PROVIDER, its officers, agents and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with any activities performed for which funds from this Contract



Agreement were used and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the subcontractor in the performance of this Contract Agreement.

- I. The SERVICE PROVIDER shall ensure that the subcontractor and/or vendor agreements will complete all reporting and expenditure documents requested by RCOoA. These reporting and expenditure documents shall be sent to the SERVICE PROVIDER by the 10<sup>th</sup> working day of each month.
- J. Where a program may be subcontracted to a for-profit organization, the SERVICE PROVIDER 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.
- K. The SERVICE PROVIDER shall require the subcontractor to maintain adequate staff to meet the subcontractor's agreement with the Service Provider. This staff shall be available for trainings and meetings which RCOoA may find necessary from time to time.
- L. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of the State of California and shall maintain that status throughout the term of the agreement.
- M. The SERVICE PROVIDER shall immediately notify RCOoA of any changes to subcontractors or subcontracted services, described in W&I Code Sections 9541 through 9547, within the term of this Contract Agreement. SERVICE PROVIDER shall also notify RCOoA if subcontracted services are different than those services approved and contracted for in the prior fiscal year.
- N. SERVICE PROVIDER 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 SERVICE PROVIDER shall follow the Procurement requirements in the applicable OMB Circular.

#### ARTICLE IX. RECORDS

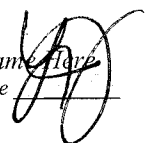
- A. The SERVICE PROVIDER shall maintain complete records (which shall include, but not be limited to, accounting records and tax returns, Contract Agreements, letters of agreement, insurance documentation in accordance with Article XV, Memorandums and/or Letters of Understanding, patient or client records, electronic files and non-profit board minutes) of its activities and expenditures hereunder in a form satisfactory to RCOoA and shall make all records pertaining to this Contract Agreement available for inspection and audit by RCOoA and 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 SERVICE PROVIDER: (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by RCOoA Fiscal Branch; (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Contract Agreement, or by sections (B) and (C) of this Article, and (c) for such longer period as RCOoA deems necessary.



- B. If this Contract Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in section (A) above. The SERVICE PROVIDER shall ensure that any resource directories and all client records remain the property of RCOoA upon termination of this Contract Agreement, and are returned to RCOoA or transferred to another SERVICE PROVIDER as instructed by RCOoA.
- C. 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 RCOoA and so stated in writing to the SERVICE PROVIDER.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by RCOoA under this Contract Agreement. If the allowability of expenditures cannot be determined because records or documentation of the SERVICE PROVIDER are non-existent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by RCOoA during the audit resolution process.
- E. The SERVICE PROVIDER agrees that RCOoA or its delegates will have the right to review, obtain and copy all records pertaining to the performance of this Contract Agreement which shall include, but not be limited to, accounting records and tax returns, Contract Agreements, letters of agreement, insurance documentation in accordance with Article XV, Memorandums and/or Letters of Understanding, patient or client records, electronic files and non-profit board minutes. The SERVICE PROVIDER agrees to provide RCOoA or its delegates with any relevant information requested within 10 working days of date of request. The SERVICE PROVIDER shall permit RCOoA or its delegate's access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with (GC 8546.7 et seq.). SERVICE PROVIDER further agrees to maintain such records until a California Department of Aging audit of RCOoA has been completed and an audit resolution has been issued.
- F. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

#### ARTICLE X. REPORTS

- A. SERVICE PROVIDER must have at least one computer with Windows 8, Windows 7, Windows Vista, or XP operating system; a processor of 1.75GHz or faster, 2G Ram, 160GB hard drive, a continuous working DSL Internet connection or better; Internet Explorer 7.0 or higher (or equivalent), and staff capacity to meet Monthly, Quarterly, and/or Annual reporting requirements.
- B. SERVICE PROVIDER shall develop and implement a process for ensuring quality control. Reporting forms shall be reviewed for timeliness, completeness and accuracy of the information submitted by the Program Director or his/her designee prior to submission to RCOoA. Incomplete



forms shall be returned to the SERVICE PROVIDER for completion. (In the event of changes in these forms, RCOoA shall advise the SERVICE PROVIDER via written notice).

- C. **Failure to comply with Fiscal and Program reporting requirements will exclude SERVICE PROVIDER from eligibility for One-Time-Only funding.**
- D. Monthly performance reports shall be submitted to RCOoA by the 5<sup>th</sup> **working day of each month. For those SERVICE PROVIDERS required to submit electronically, reports must be submitted in the prescribed NAPIS reporting format.**
- E. RCOoA and SERVICE PROVIDER shall keep these reports on file, unless otherwise specified, in accordance with the program manual(s) or until the Department deems the retention no longer necessary.
- F. Fiscal Closeout Report

The SERVICE PROVIDER shall submit a year-end fiscal closeout report. The fiscal closeout report shall be signed by a designated authorized signatory certifying the accuracy of the report. Final fiscal closeout report shall include actual accruals for any unpaid obligations; any corrections or adjustments necessary to bring report into agreement with balanced general ledger; adjustments for prepaid expenses to be partially credited to the current fiscal year and charged to the following fiscal year, such as insurance premiums. **The fiscal closeout report must be received by RCOoA as soon as possible, following the end of the fiscal year, but no later than October 31, 2013. Any additional costs submitted after October 31<sup>st</sup> may not be reimbursed by RCOoA.**

- G. Nutrition Programs Only: The SERVICE PROVIDER shall annually assess Title III-C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative.

#### ARTICLE XI. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Contract Agreement.
  - 1) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools and intangibles, etc.
  - 2) Property does not include consumable office supplies such as paper, pencils, printer cartridges, file folders, etc.
- B. Property meeting all of the following criteria are subject to the reporting requirements:
  - 1) Has a normal useful life of at least one (1) year



- 2) Has a unit acquisition cost of at least \$500 (e.g., a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
- 3) Is used to conduct business under this Contract Agreement.

As used in this Contract Agreement, the term "equipment" shall refer only to capitalized property.

- C. 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.

- D. The SERVICE PROVIDER shall keep track of all property furnished or purchased with RCOoA funds and submit to RCOoA annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased with funds awarded under the terms of this Contract Agreement or any predecessor Contract Agreement for the same purpose. The Service Provider shall use the electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA32), unless otherwise directed by RCOoA.

- E. Acquisition and/or disposition of RCOoA property, during the year, are to be reported on forms provided by RCOoA.

- 1) SERVICE PROVIDER shall use the electronic version of form CDA 32 Report of Property Furnished Purchased with Agreement Funds to report inventory with the following information when RCOoA property is acquired:

1. Date acquired
2. Property description (include model number)
3. CDA Tag Number
4. Serial Number (if applicable)
5. Cost of basis of Value
6. Fund Source

RCOoA requires the CDA 32 to be updated as property is acquired to reflect the current status of property.

- F. Disposal of Property

- 1) SERVICE PROVIDER shall use the electronic form Request to Dispose of Property (CDA 248) prior to disposal of any RCOoA property purchased by the SERVICE PROVIDER with funds from this Contract Agreement or any predecessor Agreement, the SERVICE PROVIDER must obtain written approval from RCOoA for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding or transfer to another agency, may not occur until

written approval is received from the State via RCOoA. Once approval for disposal has been received from the State via RCOoA, the item(s) shall be removed from the Contractor's inventory report.

- 2) SERVICE PROVIDER must remove all confidential, sensitive, or personal information from RCOoA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.
- G. CDA 32 listing must be available for periodic review and submitted annually to RCOoA at fiscal year-end or as RCOoA property is acquired. **Failure to comply with updating inventory list will prevent SERVICE PROVIDER from eligibility for One-Time-Only funding.**
- H. RCOoA reserves the title to all RCOoA purchased or financed property not fully consumed in the performance of this Contract Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by parties.
- I. SERVICE PROVIDER shall exercise due care in the use, maintenance, protection and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until SERVICE PROVIDER has complied with all written instructions from RCOoA regarding the final disposition of the property.
- J. **SERVICE PROVIDER shall notify RCOoA within twenty-four (24) hours, by telephone, followed by written report, of any loss, destruction, or theft of such property to RCOoA** (if such damage has been a result of a crime, please notify the Police Department immediately). The SERVICE PROVIDER shall prepare a written report to RCOoA, with the following information:
  - a. Form CDA 32, with the damaged property highlighted.
  - b. Date and description of the incident and/or copy of the Police Report.
  - c. Description of disposal of damaged property, if applicable;
  - d. Description of how property will be replaced and cost of replacement, if known.

With respect to all equipment utilized in conjunction with the Contract Agreement where RCOoA retains title as legal owner, the SERVICE PROVIDER shall procure and maintain sufficient Property Insurance policy limits against any loss such as fire, theft, etc. as outlined in Article XV of this Contract Agreement. (2 CFR. Ch. 11 Section 215.31)

At least annually, SERVICE PROVIDER shall inform their insurance company of all newly acquired property purchased with RCOoA funds. In the event of a loss, if Property Insurance policy limits are insufficient, SERVICE PROVIDER will be held accountable for the replacement of the RCOoA property.

- K. In the event SERVICE PROVIDER'S dissolution or upon termination of this Contract Agreement, SERVICE PROVIDER shall provide a final property inventory to RCOoA. RCOoA reserves the

right to require SERVICE PROVIDER to transfer such property back to RCOoA or to another entity with the approval of CDA.

To exercise the above right, no later than 120 days after termination of the Contract Agreement or notification of the Service Provider's dissolution, the State via RCOoA will issue specific written dissolution instructions to the Service Provider.

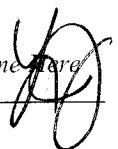
- L. SERVICE PROVIDER shall use the property for the purpose for which it was intended under the Contract Agreement. When no longer needed for that use, SERVICE PROVIDER shall return it to RCOoA.
- M. SERVICE PROVIDER may share use of the property and equipment or allow use by other programs, upon written approval of RCOoA.
- N. SERVICE PROVIDER shall not use equipment or supplies acquired under this Contract Agreement with RCOoA 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. SERVICE PROVIDER shall include the provisions contained in Article XI in all its subcontracts awarded under this Contract Agreement.

## ARTICLE XII. ACCESS

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

## ARTICLE XIII. MONITORING, ASSESSMENT AND EVALUATION

- A. Authorized RCOoA representatives shall have the right to monitor, assess, and evaluate the SERVICE PROVIDER'S administrative, fiscal, and program performance pursuant to this Contract Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, interviews of project staff, and participants, and review of administrative documentation including nonprofit board minutes.
- B. The SERVICE PROVIDER shall cooperate with RCOoA in the monitoring, assessment, and evaluation processes, which includes making any administrative program and fiscal staff, available during any scheduled process.



- C. The SERVICE PROVIDER shall, upon request, make available client participation records and fiscal records which confirm all data contained in monthly performance and monthly financial report (MFR). The information shall be maintained in a neat and orderly manner. SERVICE PROVIDER is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreements, monitoring reports, and all other pertinent records until a California Department of Aging audit of RCOoA has been completed and an audit resolution has been issued.
- D. The SERVICE PROVIDER shall demonstrate an ongoing mechanism for internal monitoring and evaluation of the program.
- E. The SERVICE PROVIDER shall maintain formal procedures for obtaining the views of participants regarding service operations. Suggestions relative to program changes/modifications must receive appropriate consideration by SERVICE PROVIDER. Acceptable methods for soliciting consumer input include, but are not limited to: suggestion box, project council/advisory group, client questionnaires, and interviews.

#### ARTICLE XIV. AUDIT

- A. The SERVICE PROVIDER expending more than \$500,000 in federal funds within the Contract Agreement year shall arrange for and provide RCOoA with an audit as required by the Single Audit Act of 1984, Public Law 98-502, Single Audits Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133. To meet the requirements of OMB Circular A-133 the audit shall be: 1. Performed timely—within 30 days after the 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 133 and provide maximum opportunities to small and minority audit firms; 3. Performed in accordance with Government Auditing Standards—shall be performed by an independent auditor and be organization-wide; 4. All inclusive—includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of the contract agreements; and the schedule of findings and questioned costs; and 5. All audits shall be performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement. All audits must be performed by either: (1) the appropriate audit branch for a governmental agency; or (2) an independent Certified Public Accountant. The cost of this audit may be charged against federal grants. A copy of the Audit Report must be submitted to the:

Riverside County Office on Aging  
Attn: Fiscal Department  
6296 River Crest Drive, Suite K  
Riverside, CA 92507

- B. A SERVICE PROVIDER expending less than \$500,000 in federal funds is not required to obtain an audit and is thereby exempted from filing under OMB Circular A-133, Subsection. 200(d), and should obtain a standard financial audit. The cost of this audit cannot be charged to the grant awarded by RCOoA. This audit shall be received at RCOoA within 90 days after the end of the audit period. Should a SERVICE PROVIDER not be able to submit its audit in a timely manner, an extension must be obtained in advance from RCOoA.

Specified in HHS' Title 45, Code of Federal Regulations (CFR), Part 74.26 a For-Profit entity is subject to the same audit requirements of a Non-Profit entity.

- C. The SERVICE PROVIDER assures RCOoA that all subcontractors are audited as required by State and federal law. These requirements shall be included in subcontractor Agreements. Further, subcontractor shall be required to include in its contracts with the auditors selected by subcontractors that the auditors will comply with all applicable audit requirements/standards. The SERVICE PROVIDER shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the SERVICE PROVIDER performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- D. Audit reports shall include the entire term of the Contract Agreement. If SERVICE PROVIDER is not on the same fiscal year as RCOoA, SERVICE PROVIDER shall provide RCOoA with a reconciliation and supplementary information, prepared by the certified public accountant performing the audit, which would be necessary/sufficient to tie audit reports to the Contract Agreement term. SERVICE PROVIDER further agrees to allow RCOoA the right to review and to copy any records with supporting documentation pertaining to the Performance of this Contract Agreement and to maintain such records for a period of three (3) years after final payment under the Contract Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer. **Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.**
- E. RCOoA shall have access to all audit reports and supporting work papers of the SERVICE PROVIDER and subcontractors and the option to perform additional work, as needed.
- F. All audits submitted to RCOoA shall include the Management Letter.
- G. Where the SERVICE PROVIDER engages an independent auditor, the SERVICE PROVIDER shall provide a clause for: 1.) permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the Performance of this Contract Agreement; and 2.) maintaining such records for a period of three (3) years after final payment under the Contract Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer.

- H. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- I. The SERVICE PROVIDER shall cooperate with and participate in any further audits which may be required by RCOoA.
- J. **Failure to comply with Audit requirements will exclude SERVICE PROVIDER from eligibility for One-Time-Only (OTO) funding, and other sanctions may also be imposed.**

#### ARTICLE XV. INSURANCE AND HOLD HARMLESS

- A. Prior to commencement of any work under this Contract Agreement and by July 1<sup>st</sup>, the SERVICE PROVIDER shall provide for the term of this Contract Agreement, the following certificates of insurance. If coverage is not in place by July 1<sup>st</sup> any services provided will not be reimbursed for the period when coverage is not in place.
  - 1) **Commercial General Liability** of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by CDA in cases of higher than usual risks. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract—at a minimum, coverage must be extended to all volunteers. Other policies that cover volunteers include Worker's Compensation and Volunteer Accident Insurance. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to SERVICE PROVIDER'S limit of liability. If the policy contains an annual aggregate, this shall be at least double the per occurrence limit.
  - 2) **Automobile Liability** with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an automobile including owned, hired, and non-owned autos (including non-owned auto liability for volunteers and paid employees providing services supported by this Contract Agreement). If applicable, or unless otherwise amended by future regulation, SERVICE PROVIDER or 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:
    - (a) \$750,000 if seating capacity is under 8
    - (b) \$1,500,000 if seating capacity is 8-15
    - (c) \$5,000,000 if seating capacity is over 15
  - 3) **Workers' Compensation and Employer's Liability** coverage for all its employees who will be engaged in the performance of the Contract Agreement, including special coverage extensions where applicable (Labor Code Section 3700).
  - 4) **Errors and Omissions** of not less than \$1,000,000 Combined Single Limit per occurrence is required as it appropriately relates to the services rendered. The entity providing Ombudsman services must be insured for activities including, but not limited to, investigation of patient complaints.



- 5) **Fidelity Bond/Crime Coverage**, if SERVICE PROVIDER is not a governmental agency, in an amount of not less than \$25,000 covering all paid and volunteer employees, officers and other persons holding positions of trust, indemnifying RCOoA against all losses resulting from fraud or lack of integrity, honesty or fidelity.
  - 6) **Business Contents/Business Personal Property (BPP)/All Risk Property Insurance** coverage of property purchased in whole or in part with RCOoA funds, and thus owned by the California Department of Aging and utilized by SERVICE PROVIDER. Property should be covered against any loss such as fire, theft, etc., policy limits shall be at sufficient amounts to ensure replacement value.
- B. The insurance will be obtained from an insurance company acceptable to the California 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 RCOoA. 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 RCOoA, 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 that RCOoA is included as additional insured, but only insofar as the operation under this Contract Agreement is concerned. Errors and Omissions coverage is exempt from this requirement.
  - 3) RCOoA shall be named the certificate holder and RCOoA's address must be listed on the certificate.
  - 4) Each certificate must reference the correct Contract Agreement number as it relates to the appropriate fiscal year.
- D. The insurance provided herein shall be in effect at all times during the term of this Contract Agreement. In the event the insurance coverage expires during the term of this Contract Agreement the SERVICE PROVIDER agrees to provide RCOoA, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Contract Agreement term or for a period not less than one (1) year. **In the event SERVICE PROVIDER fails to keep in effect at all times said insurance coverage, RCOoA may, in addition to any other remedies it may have, terminate this Contract Agreement.**
- E. A copy of each appropriate certificate of insurance, referencing this Contract Agreement number, or letter of self insurance, shall be submitted to RCOoA with this Contract Agreement.
- F. The SERVICE PROVIDER shall indemnify, defend and save harmless RCOoA and the California Department of Aging, their officers, agents and employees from any and all claims and losses

accruing or resulting to any contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Contract Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the SERVICE PROVIDER in the performance of this Contract Agreement.

#### ARTICLE XVI. TERMINATION

- A. RCOoA may terminate the SERVICE PROVIDER or project operations hereunder and be relieved of the payment of any consideration to the SERVICE PROVIDER in the event of: (1) a violation of the law or failure to comply with any condition of this Contract Agreement; (2) inadequate program performance or failure to make progress so as to endanger performance of this Contract Agreement; (3) failure to comply with Fiscal and Program reporting requirements including audits; (4) evidence that the SERVICE PROVIDER is in such an unsatisfactory financial condition as determined by RCOoA, which includes the loss of other funding sources, as to endanger performance of this Contract Agreement; (5) delinquency in payment of taxes or the costs of performance of this Contract Agreement in the ordinary course of business; (6) appointment of a trustee, receiver, or liquidator for all or a substantial part of the SERVICE PROVIDER'S property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against the SERVICE PROVIDER; (7) service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the SERVICE PROVIDER'S assets or income; (8) the commission of an act of bankruptcy; (9) finding of debarment or suspension, Article II Section M; (10) that the SERVICE PROVIDER'S organizational structure has materially changed; (11) failure to comply with RCOoA insurance requirements, Article XV; and/or (12) suspended program operations for more than (3) consecutive months in any budgeted year, unless permission has been granted in writing by RCOoA.
- B. Termination shall be effective immediately in the case of threat to life, health or safety of the public. The effective date for Termination with Cause or for funding reductions is 30 days and Termination without Cause is 90 days subsequent to written notice to RCOoA. Upon thirty (30) days written notice to the SERVICE PROVIDER of the action being taken, the reason for such action, any conditions (such as, but not limited to, transfer of clients, care of clients, disposition of property, return of unspent funds, etc.), the date upon which termination becomes effective, and a final date for which a claim for payment may be submitted to RCOoA. Said notice shall also inform the SERVICE PROVIDER of its right to appeal such decision to RCOoA and of the procedure for doing so. After notice of termination has been given and except as otherwise directed by RCOoA, SERVICE PROVIDER shall:
- 1) Stop service provision under this Contract Agreement on the date and to the extent specified in the notice of termination. RCOoA may assure continuation of services directly or through subcontract.
  - 2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract Agreement;

- 3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
  - 4) Deliver to RCOoA, in the manner, at the time, and to the extent directed by RCOoA, the rights, titles and interests of the SERVICE PROVIDER as applicable to this Contract Agreement;
  - 5) Transfer title to RCOoA and deliver in the manner, at the times and to the extent directed by RCOoA; 1) the fabricated or non-fabricated parts, work in process, completed work and supplies, equipment and other materials produced as a part of or acquired in connection with the performance of the work terminated by the notice of terminations, and 2) the completed or partially completed plans, drawings, information and other property which, if the Contract Agreement had been completed, would have been required to be furnished; and
  - 6) After receipt of a notice of termination, submit to RCOoA a termination claim, in the form and with certification described by RCOoA. All costs to RCOoA shall be deducted from any sum due the SERVICE PROVIDER, under this Contract Agreement, and the balance, if any, shall be paid to the SERVICE PROVIDER. Upon failure of the SERVICE PROVIDER to submit a termination claim within the time allowed in the notice of termination, RCOoA may, on the basis of information available, pay the amount, if any, which it determines due to the SERVICE PROVIDER.
- C. RCOoA may determine that a SERVICE PROVIDER may be considered "high risk" as described in 45 CFR, Part 92.12 for local governments and 45 CFR 74.14 for non-profits. If such a determination is made, the SERVICE PROVIDER may be subject to special conditions or restrictions.
- D. At RCOoA's discretion sanctions may be imposed, leading up to or in lieu of Termination, refer to the Sanction Policy, Attachment B, for further clarification.

#### ARTICLE XVII. REMEDIES

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

#### ARTICLE XVIII. DISSOLUTION OF ENTITY

The SERVICE PROVIDER shall notify RCOoA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

#### ARTICLE XIX. REVISIONS, WAIVERS OR MODIFICATIONS

- A. No revisions, waivers or modifications of any of the provisions of this Contract Agreement shall be valid unless in writing, and approved as required. No oral understanding or agreement not incorporated in this Contract Agreement is binding on any of the parties.

- B. Should either party during the term of this Contract Agreement desire a revision, waiver or modification in this Contract Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept in writing within thirty (30) days of receipt of request or it shall be considered rejected, except those revisions, waivers or modifications put into effect under section (C), below. Once accepted, such revisions, waivers, or modifications shall require a Contract Agreement amendment through RCOoA's amendment process to provide for the change mutually agreed to by the parties. The revision, waiver, or modification is not effective until the appropriate RCOoA processes have been completed.
- C. RCOoA reserves the right to revise, waive, or modify the Contract Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Department of Aging.
- D. An amendment is required to change the SERVICE PROVIDER'S name as listed on this Contract Agreement. Upon receipt of legal documentation of the name change RCOoA will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### ARTICLE XX. NOTICING

- 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, or overnight mail, provided SERVICE PROVIDER retains receipt, and shall be communicated as of actual receipt.
- B. Notices mailed to RCOoA shall be addressed to: Riverside County Office on Aging, 6296 River Crest Drive, Suite K, Riverside, CA 92507. Notices mailed to the SERVICE PROVIDER shall be to the address indicated on the coversheet of this Contract Agreement.
- C. The name of the RCOoA contact to request revisions, waiver or modifications affecting this Contract Agreement will be provided by RCOoA to the SERVICE PROVIDER upon full execution of this Contract Agreement.
- D. The SERVICE PROVIDER shall present the name of its contact for this Contract Agreement to RCOoA. The SERVICE PROVIDER shall immediately notify RCOoA, in writing, of any change of its contact or address.
- E. Either party may change its address by written notice to the other party in accordance with this Article.
- F. An Amendment is required to change the SERVICE PROVIDER'S name as listed on this Contract Agreement. Upon receipt of legal documentation of the name change, to the address above, RCOoA will process the amendment. Monthly Financial Reimbursements (MFR's) with a new name cannot be paid prior to approval of said amendment.



**ARTICLE XXI. APPEAL PROCESS**

- A. In the event of a Contract Agreement dispute or grievance regarding the terms and conditions of this Contract Agreement both parties shall abide by the following procedures:
- 1) The SERVICE PROVIDER shall first discuss the problem informally with the appropriate Program Manager or Fiscal staff. If the problem is not resolved, the SERVICE PROVIDER may, within fifteen (15) working days of the failed attempt to resolve the dispute with RCOoA, submit a written complaint together with any evidence to the RCOoA Executive Director. The complaint must include the disputed issues, the legal authority/basis for each issue which supports the SERVICE PROVIDER'S position and remedy sought. The Executive Director shall, within fifteen (15) working days after receipt of the SERVICE PROVIDER'S written complaint, make a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to Article XX of this Contract Agreement. Should the SERVICE PROVIDER disagree with the decision of the Executive Director, the SERVICE PROVIDER may appeal the decision to the Deputy Director of the Department of Aging. (Title 22 CCR, Sections 7700 through 7710)
  - 2) The SERVICE PROVIDER'S appeal must be submitted within ten (10) working days from the date of receipt of the decision of the RCOoA Executive Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents.
  - 3) Appeal costs of the SERVICE PROVIDER or subcontractor for administrative/court review are not reimbursable.
- B. The SERVICE PROVIDER shall continue with the responsibilities under this Contract Agreement during any dispute.

**ARTICLE XXII. GRIEVANCES**

SERVICE PROVIDER must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals. At a minimum, the process shall include 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 RCOoA if dissatisfied with the results of the SERVICE PROVIDER'S review;
- C. Confidentiality provisions to protect the complainant's right to privacy. Only information relevant to the complaint may be released to the responding party without the individual's consent.
- D. SERVICE PROVIDER shall post notification of the grievance process in visible and accessible areas and in the primary languages of non-English speaking participants if more than 5% or 100

participants speak a language other than English. Homebound older individuals shall be informed of the grievance process either verbally or in writing.

### **ARTICLE XXIII. INTERAGENCY COORDINATION/COOPERATION**

SERVICE PROVIDER shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons to establish a comprehensive, coordinated system of services that will facilitate access to, and utilization of, all existing services while reducing the incidence of service duplication. Acceptable methods of cooperation include, but are not limited to, letters of agreement, co-location and membership in interagency organizations. Services, whenever possible, must be provided at/or coordinated with focal points. At the minimum, the SERVICE PROVIDER shall assure that the community focal points and senior community centers have information pertaining to the services provided.

### **ARTICLE XXIV. DISASTER ASSISTANCE PLANNING**

As part of the area-wide disaster assistance planning, SERVICE PROVIDER shall:

- 1) Designate an Emergency Services Coordinator and Alternate and submit a Disaster Assistance Form/CDA 42, available on our website at <http://www.RCOoA.com>.
- 2) Develop and maintain an Agency Disaster Plan (ADP). A template for a plan is available at <http://www.preparenow.org/srplan.html>. The plan should be reviewed annually, revised as needed, and submitted to RCOoA as revisions are made.

For a complete list of items that need to be covered within the ADP, please refer to the Disaster Assistance Policy, Attachment C.

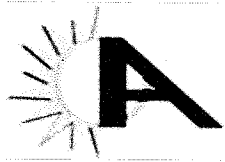
### **ARTICLE XXV. PERSONNEL**

RCOoA will not reimburse salary costs associated with one staff member who is being supervised by, or subordinate to, a family member. In the event that family members are co-equal within an agency, or when one family member is paid and one is not, sufficient internal controls must exist in order to prevent possible conflict of interest or financial improprieties.



**ATTACHMENT A**  
**SCOPE OF WORK**

*HICAP*



# RIVERSIDE COUNTY OFFICE ON AGING



## SCOPE OF WORK FY 2015 – 2016

November 2, 2015 through June 30, 2016 (8 months)

### COUNCIL ON AGING- Orange County HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (State Financial Alignment (FA))

#### PROGRAM DESCRIPTION

- A. Describe the proposer agency's interest in providing the HICAP services, and the overall concept that the agency intends to use in the provision of HICAP services. Explain the qualifications and accomplishments that would indicate the proposer's ability to deliver the services by this RFP. Document any previous relevant training and experience applicable to HICAP services.

The Council on Aging - Orange County / HICAP of Riverside County currently provides Health Insurance Counseling & Advocacy Program services to Medicare beneficiaries and persons imminent to the Medicare program in Riverside, Inyo and Mono Counties. COAOC has operated as the contractor since October 2012, and currently operates through a combination of Staff and Volunteer HICAP Counselors that provide one-on-one counseling services through a combination of 29 in-person counseling sites, located throughout the Riverside County service area and HICAP Office/Call Center located in Rancho Cucamonga. In FY 2014/2015, HICAP of Riverside County assisted 3,018 Riverside County clients, 117% of the State benchmark, achieving 5 out of 7 exemplary level attainments in HICAP performance measurements. In coordination with the National Council on Aging, the HICAP participates in Riverside County as a Benefits Enrollment Center by providing low-income application assistance for core benefit programs. In FY 2014/2015, the HICAP provided Riverside County beneficiaries with low income application assistance, leading to a total estimated savings of \$729,000. So far in FY 2015/2016, from July 2015 thru September 2015, the HICAP has assisted 116 Riverside County beneficiaries with low income application assistance for a total of \$373,000 in estimated savings. This is an average saving per client of \$3,216.00 which is monies that goes directly back into the Riverside County economy.

The HICAP Program Manager regularly attends the California Department of Aging biannual HICAP Conference, so as to increase program knowledge on select Medicare topics, and to incorporate into monthly in-service trainings and round tables to ensure HICAP counselors are knowledgeable on topics affecting their communities.

HICAP participates in monthly Medicare technical assistance calls hosted by the California Health Advocates. The technical assistance calls allow for the Program Manager to present issues facing the Riverside County community in terms of their Medicare benefits, and allows for a cross-county collaborative approach in terms of complex case resolution. The HICAP participates in additional trainings conducted by the



National Council on Aging, Justice in Aging, and the California Health Advocates; on timely topics ranging from Covered CA for Medicare beneficiaries, the California Coordinated Care Initiative / Cal MediConnect Basic and Advanced Trainings, MIPPA topics, and etc.

HICAP of Riverside intends to further expand HICAP services to Medicare and Medi-Cal Dual Eligible beneficiaries in the Riverside County subject to recent healthcare system changes created through the California Coordinated Care Initiative (CCI) and the availability of the Cal MediConnect (CMC) programs. This will be accomplished through a multi-pronged approach so to increasing the HICAP Volunteer base, increase Education and Outreach efforts, and to increase services to the community.

- B. Describe the proposed strategies and methods that will be used to provide the HICAP services to the broadest possible targeted population. Include who will be served, how, where, and when the services allowed under HICAP will operate. Describe the different levels of services allowable under HICAP rules and demonstrate an understanding of the requirements, responsibilities, and technical training need for operating a HICAP. Describe how these services would be managed in a cost efficient and effective manner by the proposer agency. Include a statement of how the program will satisfy the service requirements outlined in the RFP and the agency's understanding of HICAP specifications.

HICAP of Riverside County will continue and build on a multi-faceted approach in increasing the capacity of a trained HICAP Volunteer base, and increasing education and outreach events in the community; with the purpose to provide high level Medicare Counseling services to our communities and meet / exceed program performance measurements.

Over the course of the previous fiscal year, COAOC reviewed the program organizational structure and determined that reorganization was necessary to best maximize program resources and increase services at the community level. To accomplish this, COAOC has departmentalized key program responsibilities, with the Program Director and Manager overseeing program planning and project management. The key departments created consist of: Volunteer Department, General Education & Outreach, Latino Education & Outreach, and Call Center Operations. Supervising Coordinators in each department, lead project delivery with supporting Specialist positions.

To meet the demand of HICAP services across our service area, HICAP will work to increase the volunteer capacity at individual one-on-one counseling sites throughout the County. COAOC recognizes that the increasing demand for HICAP services must be answered through a strong HICAP Volunteer base, so to match the overall growth of the program, the County's Medicare population and to successfully deliver targeted projects, such as the State Financial Alignment project. To increase the HICAP volunteer base in the contract period, the HICAP will work towards three goals:

1. Community relationship building
2. Building the volunteer base
3. Improving HICAP Volunteer counselor development trainings.

Each individual goal will be met with deliverables aimed at improving the volunteer experience and in turn, increase the overall program capacity to serve more clients.

Currently HICAP holds 19 registered volunteer HICAP Counselors throughout Riverside County, and is focused on increasing capacity to hold a net 40 volunteer counselors within the contract period. So to ensure that all Riverside County volunteer counselors are fully trained on CCI/CMC Post-Passive Enrollment topics, the HICAP will employ the usage of our newly acquired teleconferencing system. The system will allow the program to increase training opportunities available to volunteers while reducing traveling costs. In FY 2015/2016, the HICAP will be responsible for providing services for a minimum of 2,727 Riverside County Medicare beneficiaries and persons imminent to the Medicare program.

Furthermore to enhance FA services, the HICAP will focus on three goals aimed at assisting Riverside County Medicare and Medi-Cal Dual Eligible beneficiaries subject to the California Coordinated Care Initiative (CCI) / Cal Medi-Connect (CMC) programs. These goals include:

1. Providing post-passive enrollment CCI/CMC Counseling
2. Training HICAP Counselors on CCI/CMC Post-Passive Enrollment Topics
3. Increasing community education/outreach efforts to CCI/CMC eligible beneficiaries and providers.

The HICAP Call Center provides immediate counseling services, assistance, and in-person appointment scheduling to the County's Medicare beneficiaries, persons imminent to the Medicare program, and their caregivers. Where counseling services include, general Medicare topics, New to Medicare counseling, the Dual Eligible Demonstration project (CCI/CMC), MIPPA counseling and application assistance, Medicare options counseling, MA and Part D comparisons, Medicare billing assistance, Medicare Appeals assistance, Long Term Care Insurance Counseling, and etc.

To ensure HICAP Counselors are appropriately trained on new topics affecting the Medicare program and our county's Medicare beneficiaries, the HICAP will continue to offer HICAP Roundtable trainings for complex case review, and monthly HICAP In-Service Meetings spotlighting Medicare updates and topical presentations.

To concentrate the efforts towards Volunteer recruitment, training and development; the HICAP will rely on reorganize staff department team consisting of:

1. Supervising Volunteer Coordinator
2. Volunteer Specialist responsible for recruitment and training in the Riverside County service area.
3. Volunteer Admin. & Training Specialist that will act as a lead for administrative duties and an enhanced trainer to facilitate new and continuing education.

The Volunteer Specialist position and Volunteer Admin & Training Specialist, are new positions in the HICAP organizational structure, and demonstrate the program's ability to provide new solutions as to meet increasing demand in a cost-efficient and effective manner.

- C. Describe any experience in providing public education, training, or public informational presentations. Demonstrate the ability to learn about and perform in areas of government programs, long-term care planning, and consumer protection issues.

HICAP of Riverside County utilizes a staff education and outreach team, composing of General Education and Outreach, and specialized Latino Education and Outreach. All

staff members undergo continuous update trainings in order to maintain HICAP registration, and to provide up-to-date information and topics to the community. In FY 14/15, HICAP completed a total of 217 Public and Media events, comprising of interactive presentations, booth/exhibits, and enrollment events. The HICAP Education and Outreach departments are the primary method in our education and community awareness strategy.

We have reorganized HICAP General Education & Outreach, and Latino Education & Outreach (bilingual English-Spanish) in the following manner:

1. Supervising Coordinators for each (General Outreach & Latino)
2. Education and Outreach Specialist.

This method ensures that as demand for HICAP presentations and event participation increases, the HICAP will be well positioned to accommodate community needs. Furthermore, as more HICAP Volunteers build a stronger Medicare knowledge base, and begin meeting registration requirements to become HICAP General Educators. Selection of volunteers to assist in Public and Media events, and work alongside our staff Education Departments to reach more beneficiaries. This will lead the HICAP to exceed the State mandated benchmark of 164 and last actual result of 217 Public and Media Events and surpass the minimum attainment threshold for persons reached through PAMs, at approximately 22,000 beneficiaries.

Public education and information presentations offered by the HICAP, include topics ranging from, but are not limited to, Roadmap to Medicare, MIPPA and the HICAP Benefits Enrollment Center, the California Coordinated Care Initiative (CCI) / Cal-MediConnect, Medicare and other health insurance products, long term care insurance, and etc., while adapting curriculums to best meet the needs of the target audience.

In addition, HICAP Education and Outreach will target CCI/CMC Eligible Beneficiaries and Providers to increase awareness of the Duals Demonstration project as it relates to the Riverside County Medicare & MediCal Dual Eligible population. This will be completed by increasing education towards: healthcare providers on CCI/CMC; dual eligible beneficiaries on plan options, rights and protections; and organizations serving CMC sub-populations.

The HICAP Program Manager acts as the lead Medicare trainer, where they attend bi-annual California Department of Aging HICAP Conferences. This allows the Program Manager to be fully updated with trending topics affecting Medicare beneficiaries, and networks with other programs to incorporate best practices to improve and increase HICAP community education.

The HICAP partners with other aligned Community Based Organizations and government agencies, to raise awareness of available HICAP services, educate professionals serving Medicare beneficiaries, and addressing trends affecting Riverside County Medicare beneficiaries as a population, such as denials of service or balanced billing.

## **STAFFING CAPABILITY AND PATTERN**

- A. Describe the staffing pattern that is proposed for HICAP services, and include job titles where applicable, and supervisory lines of authority.

HICAP of Riverside County utilizes a combination of paid-staff HICAP counselors and volunteer HICAP counselor support to deliver HICAP services to the Riverside County community. The new reorganized HICAP staffing relies on teams responsible for defined HICAP service functions.

COAOC HICAP Program Director supervises HICAP Program Managers and Medicare Appeals Advocate serving Orange, Riverside and San Bernardino Counties.

HICAP Program Manager oversees program operations and supervises HICAP Operations Coordinator, Volunteer Coordinator, Education and Outreach Coordinator, and Latino Education and Outreach Coordinator.

HICAP Operations Coordinator supervises HICAP Call Center Specialists.

HICAP Call Center Specialist provides continuous HICAP Call Center Coverage and case management. This structure Includes English and Spanish Bilingual HICAP Call Center Specialist.

HICAP Volunteer Coordinator oversees the Volunteers plus trains and recruits new Volunteer counselors. The coordinator also supervises the Volunteer Admin & Training Specialist.

HICAP Volunteer Admin. & Training Specialist is responsible for all volunteer administrative duties plus facilitates enhanced training for volunteer counselors.

HICAP Education and Outreach Coordinator, supervises and coordinates with Education and Outreach Specialist. Conducts presentations and participates in community events.

HICAP Latino Education and Outreach Specialist, Conducts Hispanic community targeted presentations and community events.

HICAP Benefit Enrollment Center (BEC) Coordinator supervises, recruits and trains all HICAP Benefits Enrollment Counselors. The position is also responsible for Medicare and MIPPA counseling.

HICAP Benefits Enrollment Center and Medicare Benefits Specialist is, responsible for all BEC and MIPPA administrative duties plus BEC and MIPPA counseling.

HICAP Regional Coordinator, responsible for Inyo and Mono County HICAP counseling and community presentations/events.

- B.** Describe the project management, technical staff, and the effective use of a broad cadre of volunteer HICAP Counselors. Describe technical staff functions and general duties, including those responsibilities that will be assigned to volunteer HICAP Counselors.

HICAP of Riverside County utilizes a combination of technical staff and volunteer HICAP Counselors to meet the demands and individual project goals.

available programs through the Riverside County ADRC, and other Community Based Organizations.

- B. Describe the proposer agency's experience in cooperative relationships with community based services. Describe experience, if any, working with regulatory agencies at the state and federal levels.

HICAP of Riverside County works closely and cooperatively with aligned community based organizations / services in Riverside County as to best serve the County's HICAP clients, seniors, persons with disabilities, and their caregivers.

Due to the nature of HICAP scope of work, collaboration with State and Federal Regulatory Agencies at times may be necessary.

HICAP of Riverside County works with California Department of Aging on an ongoing basis so to ensure an efficient running program. Participation in workgroups and stakeholder groups, are the extent to work with other regulatory agencies. For example, participation in collaborates focused on trends affecting beneficiaries through the California Coordinated Care Initiative / Financial Alignment. Other examples of where the HICAP will work directly with regulatory agencies, is when assisting a client with the Medicare appeals process up to the Administrative Law Judge level, or at times directly with CMS to resolve specific technical issue(s) affecting a beneficiary.

- C. Describe the coordination between the counseling and legal services, as required by law. Indicate how the proposer agency will coordinate legal services/representation if contracted for.

HICAP of Riverside County utilizes its network of staff and volunteer HICAP Counselors to provide preliminary Medicare counseling services to Riverside County Medicare beneficiaries, under the review of the HICAP Program Manager.

When a client case is determined to be in need of assistance with a Medicare appeal due to a denied service, the HICAP Program Manager assess the individual case to determine the appropriate action needed with the aim to obtain successful resolution for the client.

If and when, an individual case is determined to need Medicare Appeals case management, the Program Manager will facilitate a case transfer to the COAOC Medicare Appeals Advocate.

The Medicare Appeals Advocate is the primary managing counselor concerning the Medicare Appeals process. When encountering a client that needs assistance with a Medicare denied service the Staff Appeals Advocate, will either work with the primary counselor to assist clients with Medicare appeals, or assume the case entirely and work

directly with the client to pursue resolution. The Appeals Advocates assists in all Medicare denied services, up to and including the Administrative Law Judge level.

If the Program Manager and/or Medicare Appeals Advocate determine an individual case to be beyond the scope of HICAP services, the HICAP Program Manager will initiate a referral to Riverside County Legal Services.

## OUTREACH AND PUBLICITY

- A. Describe how the proposer agency intends to communicate with culturally diverse communities within the service jurisdiction and the underserved populations.

HICAP of Riverside County will continue and expand currently implemented strategies for education and outreach, and Latino Education and Outreach through the contract period. The HICAP will meet performance measurements related to Outreach and Publicity, through a combination of Staff and Volunteer HICAP Counselors. HICAP General Educators will provide interactive presentations, booth/exhibits at partnering pharmacies and health / senior fairs, stakeholder groups / collaborates, and other community events.

The California Coordinated Care Initiative (CCI) / Cal MediConnect Program (CMC) began passive enrollment in May 2014 for Riverside County Medicare and MediCal Dual Eligible beneficiaries, and concluded for most Dual Eligible beneficiaries in January 2015. Despite the end of Passive Enrollment, the demand for post passive enrollment counseling for Duals is a continued need, and will be a focus for the HICAP in the contract period. This will be accomplished by integrating post passive enrollment CCI/CMC topics into all HICAP Education & Outreach activities. Furthermore, as to further target Dual Eligible beneficiaries, HICAP will utilize the current FA partnership list to identify current partnering agencies that serve significant Dual Eligible populations and would benefit from HICAP services. Additional partnerships with organizations that serve sub-populations affected by CCI/CMC will be pursued, such as organizations serving Limited English Speaking Duals, Duals with chronic conditions, newly Dual Eligible beneficiaries, and etc. These partnerships will result in 10 new partnerships throughout Riverside County

- B. Describe how the agency would conduct market research, how an eligible person would find out about the HICAP services, and what methods you would use to bring them into the system.

HICAP of Riverside County incorporates market research strategy into the HICAP client intake process. Prior to delivering counseling services, all HICAP Counselors obtain a set of data from their client to be uploaded into the California Department of Aging's Statewide HICAP Annual Reporting Program (SHARP) database.

Along with information needed to complete the client profile, HICAP counselors ask how their client had learned about the program.

To accompany this question, HICAP of Riverside County has trained HICAP counselors how to document this answer, and has expanded the reporting parameters to better identify the effectiveness of individual media campaigns.

This methodology will be employed in the contract period, accompanying any planned campaign strategies.

#### **INYO/MONO AREA AGENCY PROGRAM SUPPORT**

- A. Describe how the agency will assist the Inyo/Mono Area Agency with program and technical support as described in Section L., Office on Aging Requirements

N/A. PSA 16 service area does not participate in Financial Alignment project.

- B. Describe the coordination between the counseling and legal services, as required by law, indicate how the proposer agency will coordinate legal services/representation if contracted for.

N/A. PSA 16 service area does not participate in Financial Alignment project.

#### **OUTREACH AND PUBLICITY**

- A. Describe how the proposer agency intends to communicate with culturally diverse communities within the service jurisdiction and the underserved populations.

N/A. PSA 16 service area does not participate in Financial Alignment project.

**ATTACHMENT B**  
**ALLOCATION**





**Contracts for Services Fiscal Year 2015/2016  
November 2, 2015 through June 30, 2016**

Vendor#	Provider	Funding Source Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Federal Funds	State Funds	Total Contract Amount
1172252	Council On Aging 1971 E. 4th Street, Suite 200 Santa Ana, CA 92705	HICAP	HICAP	State Financial Alignment (FA)	HICAP	93.779	n/a	expenses	\$0.00	\$57,936.00	\$57,936.00

**ATTACHMENT C**  
**BUDGET**

*HICAP*

## ATTACHMENT "C"

# RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging  
Contractor Budget: Program Resources  
Fiscal Year 2015/2016

11/2/15 thru 6/30/16

Original: ☒  
Revision: ☐  
OTO: ☐

Date: 12/04/2015

Contractor:

Council on Aging-Orange County

Program and Service:

Federal Financial Alignment (FA)

Vendor #:

112252

DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
RCOoA Award Amounts:			
11 Federal & State		57,936	
12 Federal & State OTO			
13 Other Award (IFS *)			
14 Other Award (IFS *)			
15 Other Award (IFS *)			
16 <b>Total RCOoA Award Amounts</b>		<b>57,936</b>	<b>OK</b>
17 Program Income (May not be used for match):			
18 Donations from Program Participants			
19 Other Program Income (IFS *)			
20 Other Program Income (IFS *)			
21 <b>Total Program Income (May not be used for match)</b>		<b>0</b>	<b>OK</b>
22 Match Cash (From non-Federal sources):			
23 Donations NOT from Program Participants			
24 Fundraising Events			
25 Proceeds from Sale of Property / Equipment			
26 Service Fees Income (Non-RCOoA units)			
27 Other Match Cash (IFS *)			
28 <b>Total Match Cash</b>		<b>0</b>	<b>OK</b>
29 Match Third-Party In-Kind:			
30 Volunteer Services			
31 Donated Materials / Space			
32 Other Match Third-Party In-Kind (IFS *)			
33 Other Match Third-Party In-Kind (IFS *)			
34 <b>Total Match Third-Party In-Kind</b>		<b>0</b>	<b>OK</b>
36 <b>Total Program Resources</b>		<b>57,936</b>	<b>OK</b>

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	6,437	0
Minimum Required Match	Title IIIE	25%	19,312	0

\* IFS = Include Funding Source

Program Resources amounts (this worksheet) must equal Program Costs amounts (separate worksheet) as follows:

Program Resources cell G16 must equal Program Costs cell I41.

Program Resources cell G21 must equal Program Costs cell E41.

Program Resources cell G28 must equal Program Costs cell F41.

Program Resources cell G34 must equal Program Costs cell H41.

Program Resources cell G36 must equal Program Costs cell D41.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.

## ATTACHMENT "C"

# RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging  
Contractor Budget: Program Costs  
Fiscal Year 2015-2016

11/2/15 thru 6/30/16

Original: ☒  
Revision: ☐  
OTO: ☐

Contractor:  
Program and Service:  
Vendor #:

Council on Aging-Orange County  
Federal Financial Alignment (FA)  
112252

Date: 12/04/2015

Budget Line Items	Total Cost	Program Inc	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
11 Total Salaries / Wages	32,428				32,428
12 Payroll Taxes	2,481				2,481
13 Workers' Compensation	292				292
14 Other Benefits	3,243				3,243
15 Total Paid Personnel	38,444	0	0		38,444
16 Third-Party In-Kind Personnel	0				0
17 <b>Total Personnel</b>	<b>38,444</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38,444</b>
18 <b>Travel &amp; Training *</b>					<b>0</b>
19 Equipment					
20 Expendable Equipment (unit cost of < \$500)					0
21 Non-Expendable Equipment (unit cost ≥ \$500)					0
22 <b>Total Equipment</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
23 <b>Catered Food</b>					<b>0</b>
24 <b>Raw Food</b>					<b>0</b>
25 <b>Consultants *</b>					<b>0</b>
26 Other Direct Expenses					
27 Building Rent and Utilities					
28 Lease / Rent *	8,000				8,000
29 Utilities *	2,200				2,200
30 Office Expense *	5,625				5,625
31 Vehicle Operations and Maintenance *					0
32 Outside Services *					0
33 Accounting *					0
34 Audit * **					0
35 Volunteer Expense *					0
36 Insurance *	3,667				3,667
37 Subcontracted Direct Service Costs *					0
38 Miscellaneous *					0
39 <b>Total Other Direct Expenses</b>	<b>19,492</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,492</b>
40 <b>Indirect Costs (Maximum 9% of Total) *</b>					<b>0</b>
41 <b>Total Program Costs</b>	<b>57,936</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>57,936</b>

OK

OK

OK

OK

OK

\* Requires explanation

\*\* Cannot include audit cost unless \$500,000 in Federal Awards is expended annually

Program Costs amounts (this worksheet) must equal Program Resources amounts (separate worksheet) as follows:

Program Costs cell D41 must equal Program Resources cell G36.

Program Costs cell E41 must equal Program Resources cell G21.

Program Costs cell F41 must equal Program Resources cell G28.

Program Costs cell H41 must equal Program Resources cell G34.

Program Costs cell I41 must equal Program Resources cell G16.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.



Riverside County Office on Aging  
Contractor Budget: Explanations  
Fiscal Year 2015-2016

ATTACHMENT "C"

RIVERSIDE COUNTY  
OFFICE ON AGING



Original: ☒  
Revision: ☐  
OTO: ☐

11/2/15 thru 6/30/16

Contractor:

Program and Service:

Vendor #:

Council on Aging-Orange County

Federal Financial Alignment (FA)

112252

Date:

12/04/2015

Budget Line Items	Line #	Total RCOA	Explanation
Travel & Training *	18	0	
Consultants *	25	0	
Lease / Rent *	28	8,000	3,960 sq ft at \$1.52 per sq ft
Utilities *	29	2,200	Telephone Expense
Office Expense *	30	5,625	Covers Program Supplies, Printing and Postage
Vehicle Operations and Maintenance *	31	0	
Outside Services *	32	0	
Accounting *	33	0	
Audit * **	34	0	
Volunteer Expense *	35	0	
Insurance *	36	3,667	
Subcontracted Direct Service Costs *	37	0	
Miscellaneous *	38	0	
Indirect Costs (Maximum 9% of Total) *	40	0	



# RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging  
Contractor Budget: Paid Personnel  
Fiscal Year 2015-2016

11/2/15 thru 6/30/16

Original: ☒ X  
Revision: ☐  
OTO: ☐

Date: 12/04/2015

Contractor:  
Program and Service:  
Vendor #:

Council on Aging-Orange County  
Federal Financial Alignment (FA)  
112252

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Spanish Call Center Specialist	25.00	15.45	31	11,974	Program Cost
2	Benefits Coordinator	25.00	18.00	31	13,950	Program Cost
3					0	
4					0	
5					0	
6					0	
7					0	
8					0	
9					0	
10					0	
11					0	
12					0	
13					0	
14					0	
15					0	
16					0	
17					0	
18					0	
19					0	
20					0	
Total Salaries / Wages: Section A					25,924	
Total Salaries / Wages: Section B					6,504	See detail in Section B
Total Salaries / Wages: Section C					0	See detail in Section C
TOTAL SALARIES / WAGES					32,428	
Total Payroll Taxes					2,481	
Total Workers' Compensation					292	
Total Other Benefits					3,243	
TOTAL EMPLOYEE BENEFITS					6,016	
TOTAL PAID PERSONNEL					38,444	

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
21	CEO/President	1.25	72.11	31	2,790	Administrative Costs
22	Director of Finance/HR	1.25	40.97	31	1,585	Administrative Costs
23	Executive Assistant	1.25	17.00	31	658	Administrative Costs
24	Office Manager/Accounting Assistants	1.25	24.00	31	929	Administrative Costs
25	Receptionist	1.25	14.00	31	542	Adminstrative Costs
26					0	
27					0	
28					0	
29					0	
30					0	
31					0	
32					0	
33					0	
34					0	
35					0	
36					0	
37					0	
38					0	
39					0	
40					0	
Total Salaries / Wages: Section B					6,504	

PAID PERSONNEL BY POSITION - SECTION C						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
41				52	0	
42				52	0	
43				52	0	
44				52	0	
45				52	0	
46				52	0	
47				52	0	
48				52	0	
49				52	0	
50				52	0	
51				52	0	
52				52	0	
53				52	0	
54				52	0	
55				52	0	
56				52	0	
57				52	0	
58				52	0	
59				52	0	
60				52	0	
Total Salaries / Wages: Section C					0	



# RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging  
Contractor Budget: In-Kind Personnel  
Fiscal Year 2015-2016

Original: ☒  
Revision: ☐  
OTO: ☐

11/2/15 thru 6/30/16

Contractor:  
Program and Service:  
Vendor #:

Council on Aging-Orange County  
Federal Financial Alignment (FA)  
112252

Date: 12/04/2015

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A					
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget
1					0
2					0
3					0
4					0
5					0
6					0
7					0
8					0
9					0
10					0
11					0
12					0
13					0
14					0
15					0
16					0
17					0
18					0
19					0
20					0
21					0
22					0
23					0
24					0
25					0
Third-Party In-Kind Personnel: Section A					0
Third-Party In-Kind Personnel: Section B					0
Third-Party In-Kind Personnel: Section C					0
TOTAL THIRD-PARTY IN-KIND PERSONNEL					0

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B					
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget
26				52	0
27				52	0
28				52	0
29				52	0
30				52	0
31				52	0
32				52	0
33				52	0
34				52	0
35				52	0
36				52	0
37				52	0
38				52	0
39				52	0
40				52	0
41				52	0
42				52	0
43				52	0
44				52	0
45				52	0
46				52	0
47				52	0
48				52	0
49				52	0
50				52	0
Third-Party In-Kind Personnel: Section B					0

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION C					
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget
51				52	0
52				52	0
53				52	0
54				52	0
55				52	0
56				52	0
57				52	0
58				52	0
59				52	0
60				52	0
61				52	0
62				52	0
63				52	0
64				52	0
65				52	0
66				52	0
67				52	0
68				52	0
69				52	0
70				52	0
71				52	0
72				52	0
73				52	0
74				52	0
75				52	0
Third-Party In-Kind Personnel: Section C					0

**Council on Aging- Orange County**  
**July 1, 2015 through June 30, 2016**

**FY2015 – 2016**  
**Financial**  
**Alignment**

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# **CERTIFICATE OF INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Milestone Risk Management & Insurance Agency License No. 0B72766 8 Corporate Park, Suite 130 Irvine CA 92606	<b>CONTACT NAME:</b> Teresa Shen	
	<b>PHONE (A/C No. Ext):</b> (949) 852-0909	<b>FAX (A/C No.):</b> (949) 852-1131
<b>INSURED</b> Council on Aging of Orange County 1971 E 4th St, Ste 200 Santa Ana CA 92705	<b>E-MAIL ADDRESS:</b> tshen@milestonepromise.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Technology Insurance Co	<b>NAIC #</b> 42376
	<b>INSURER B:</b> Scottsdale Indemnity Co.	15580
	<b>INSURER C:</b> Axis Insurance Co.	37273
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 15/16 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N	N/A		TWC3452204	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>B</b>	<b>D&amp;O / Emp Practices Liab</b>			EKI3142145	11/13/2014	11/2/2015	Limit \$1,000,000
<b>C</b>	<b>E&amp;O / Media Liability</b>			MCN000080281401	11/2/2014	11/2/2015	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Health Insurance Counseling & Advocacy Program (HICAP) - FY 2012-13

The County of Riverside, The Department of Aging, State of California, its officers, agents, employees, and servants are included as certificate holder.

## CERTIFICATE HOLDER

County of Riverside 6296 River Crest Dr #K Riverside, CA 92507	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>
	Teresa Shen/TERESA

<b>CERTIFICATE OF LIABILITY INSURANCE</b>					<b>Date</b>	6/26/2015
<b>Producer</b> MANION/BELL INSURANCE ASSOCIATES P. O. BOX 36186 LOS ANGELES, CA. 90036 (213) 387-8294* FAX (213) 389-5833 <div style="text-align: right;">LIC. # 0655274</div>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW			
<b>Insured</b>  Council on Aging of Orange County 1971 E. 4th Street, Ste. 200 Santa Ana, CA 92705			<b>COMPANIES AFFORDING COVERAGES</b> <div style="margin-bottom: 10px;">           Company A Nonprofits' Ins. Alliance of Calif.(NIAC)            Best: A Rated         </div> <div style="margin-bottom: 10px;">           Company B United States Fire Ins. Co.(USFIC)            Best: A Rated         </div> <div style="margin-bottom: 10px;">           Company C            Best: A Rated         </div> <div>           Company D         </div>			
<b>COVERAGES</b>						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO	LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM,DD,YY)	POLICY EXPIRATION DATE(MM,DD,YY)	LIMITS
		<b>COMM. GENERAL LIABILITY</b>				GENERAL AGGREGATE \$2,000,000
A	X	OCCURRENCE FORM	2015 09600 NPO	7/1/2015	7/1/2016	PROFESSIONAL LIABILITY AGG. \$2,000,000
		OTHER				PRODUCTS*COMP/OP AGG \$1,000,000
	X	SEXUAL MISCONDUCT(1M AGG)				PERSONAL & ADV INJURY \$1,000,000
	X	PROFESSIONAL LIABILITY				EACH OCCURRENCE \$1,000,000
						FIRE DAMAGE(Any one fire) \$500,000
						MED EXP(Any one person)* \$20,000
						DEDUCTIBLE \$0
		<b>AUTOMOBILE LIABILITY</b>				
A		ANY AUTO				COMBINED SINGLE LIMIT \$1,000,000
		ALL OWNED AUTOS	2015 22727 NPO	7/1/2015	7/1/2016	BODILY INJURY
	X	SCHEDULED AUTOS				(Per person)
	X	HIRED AUTOS				BODILY INJURY
	X	NON-OWNED AUTOS				(Per accident)
	X	\$ 250. DED. ON COMP/COLL				PROPERTY DAMAGE
		<b>EXCESS LIABILITY</b>				
A	X	UMBRELLA FORM	2016 22727 UMB	7/1/2015	7/1/2016	EACH OCCURRENCE \$2,000,000
		OTHER THAN UMBRELLA FORM				AGGREGATE \$2,000,000
						RETENTION \$10,000
		<b>VOLUNTEER ACCIDENT</b>				
B	X	PRIMARY	US 192BD	7/1/2015	7/1/2016	ACCIDENT LIMIT \$10,000
		EXCESS				AD&D \$5,000
		DEDUCTIBLE				DEDUCTIBLE \$0
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b>						
RE: Health Insurance Counseling & Advocacy Program (HICAP) – FT 2013-14 The County of Riverside, The Department of Aging, State of California, its officers, agents, employees, and servants are included as Additional insureds, with respect to work performed for the State of California under this agreement						
<b>CERTIFICATE HOLDER &amp; ADDITIONAL INSURED</b>				<b>CANCELLATION</b>		
County of Riverside 6296 River Crest DR # K Riverside, CA 92507				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS 30 DAYS NOTICE OF CANCELLATION, EXCEPT 10 DAYS NON-PAYMENT OF PREMIUM AUTHORIZED REPRESENTATIVE <i>Glory Manion</i> 213 387 8294		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
--

<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
--

<p>County of Riverside, the Department of Aging, the State of California, its officers, agents and employees</p>
--

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
---

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

---

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the “products-completed operations hazard” or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

#### **4. Other Insurance**

##### **a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
  - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**BOARD RESOLUTION**  
**STATEMENT AND**  
**SIGNATURES**

**ACTION BY WRITTEN CONSENT  
BY THE BOARD OF DIRECTORS OF  
THE COUNCIL ON AGING – ORANGE COUNTY**

The undersigned, being the Executive Committee of the directors of THE COUNCIL ON AGING – ORANGE COUNTY (the "COUNCIL"), do hereby consent in writing as of July 28, 2015 to the following actions by the Board of Directors (the "Board"):

WHEREAS, the Board has determined that it is in the best interested of the Chief Executive Officer/President of the Council, Lisa Wright Jenkins, be permitted to manage, in an expeditious manner, the day to day business activities of the Council including payment of any and all proper claims and other obligations from vendors and creditors in the form of the issuance of checks and/or various methods of electronic payment and to sign contracts on behalf of the Council;

WHEREAS, this Board has previously reviewed procedures for contracting, hiring, purchasing, and disbursing policies that implement effective internal controls that are reviewed by independent, third party auditors; and

WHEREAS, in order to expedite the payment of claims and other obligations, this Board hereby finds, determines and declares that it is necessary and proper to establish a procedure for the approval of checks and contracts of the Council;

NOW, THEREFORE, BE IT RESOLVED: That this Board hereby finds and determines that beginning July 1, 2014 for the fiscal year thereafter, the following are authorized signatories to issue checks in payment of claims or other obligations of the Council.

Lisa Wright Jenkins  
Daryl YeeLitt  
Richard Mattern  
Michael Bader  
Brad Remillard

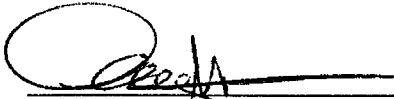
Chief Executive Officer/President  
Board Chair & 1<sup>st</sup> Vice President  
Board Vice Chair & 2<sup>nd</sup> Corporate Vice President  
Treasurer  
Secretary

FURTHER RESOLVED: That any authorized signer shall have a signature limit of \$10,000 on any single payment transactions;

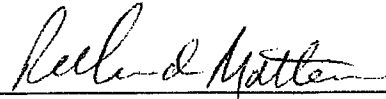
FURTHER RESOLVED: Any payment transactions that exceed \$10,000 must be co-signed by an authorized individual.

This Written Consent shall be filed in the minute book of the Council and become a part of the records of the Council.

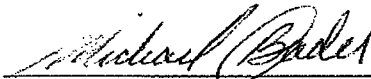
IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first written above.



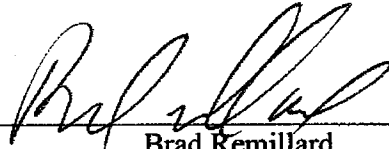
Daryl YeeLitt



Richard Mattern



Michael Bader



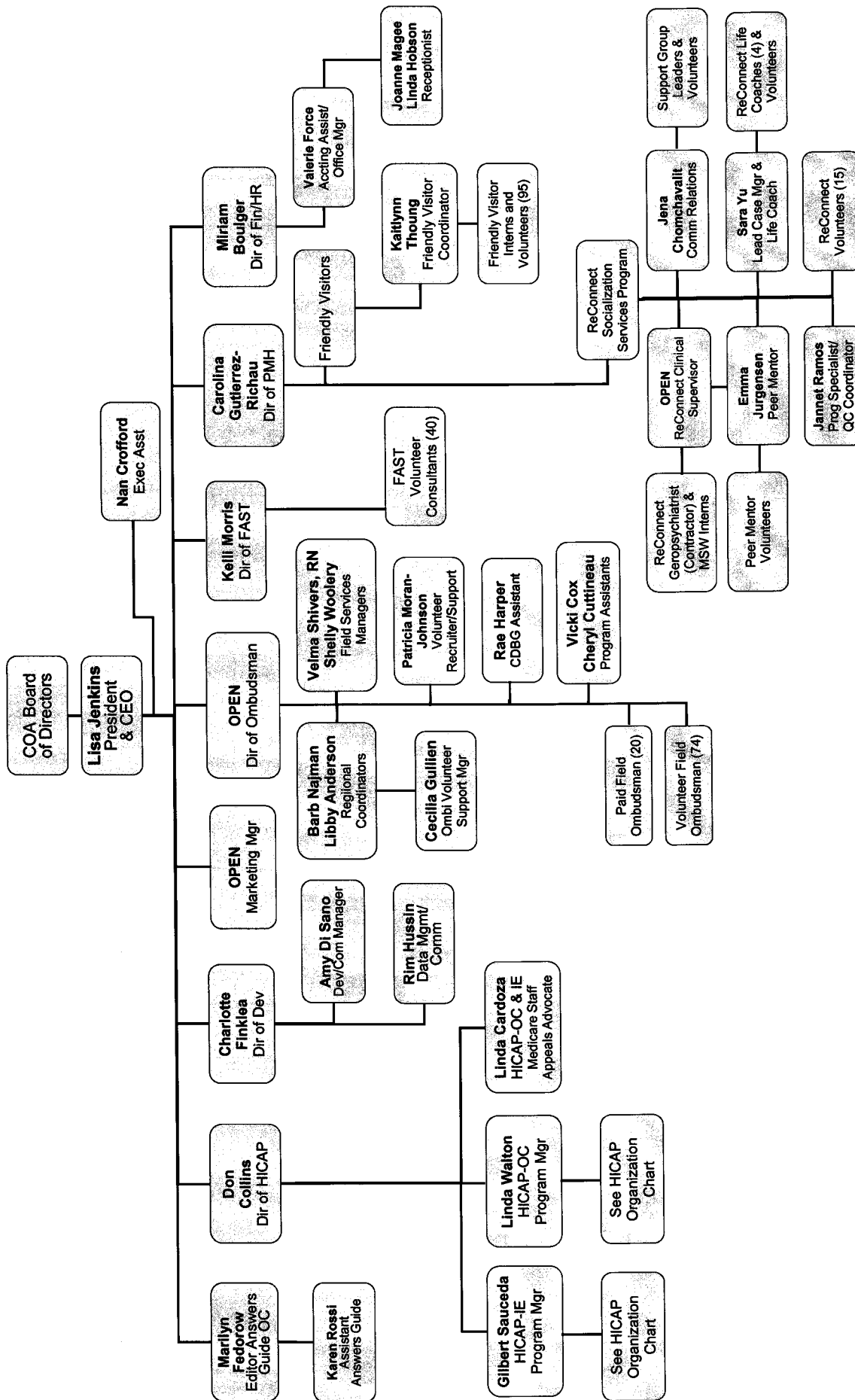
Brad Remillard



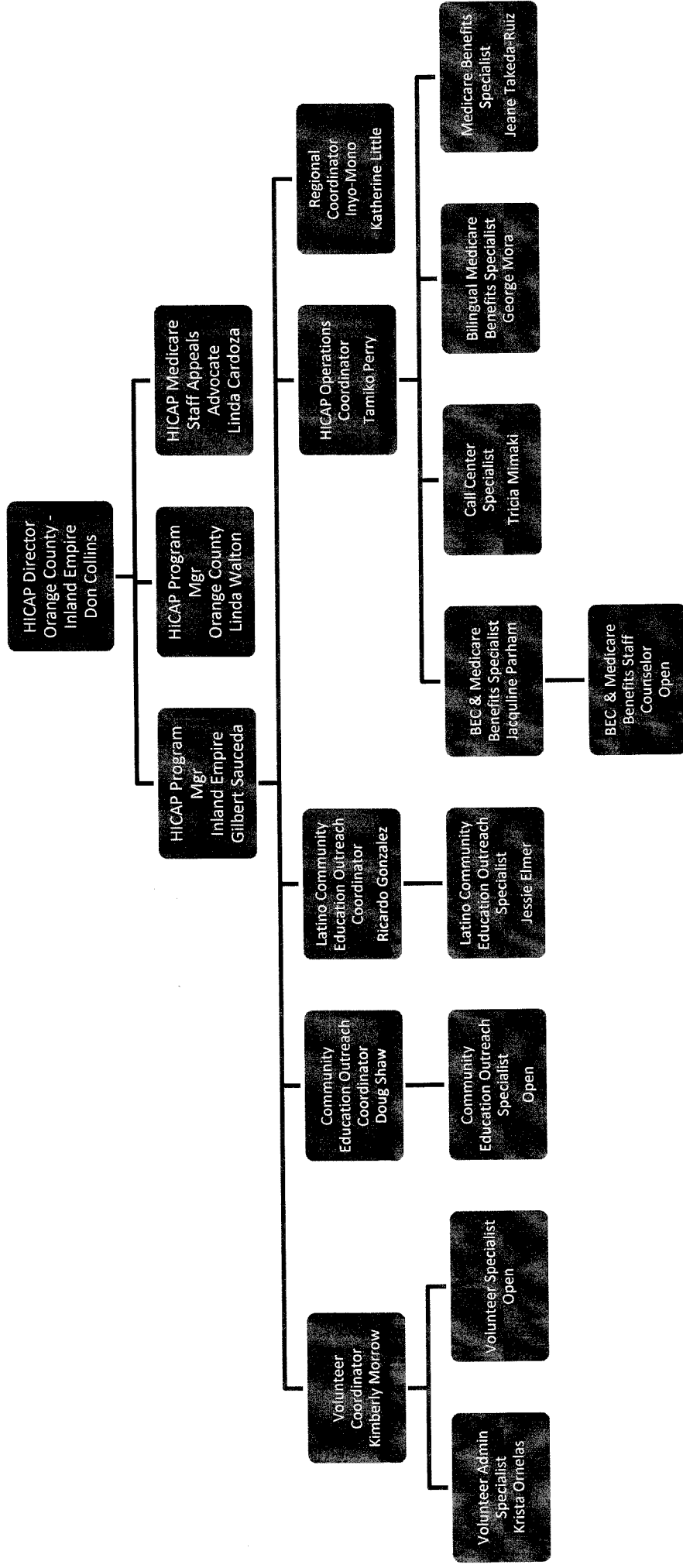
Lisa Wright Jenkins



# **ORGANIZATIONAL CHART**



# HICAP Inland Empire Organizational Structure



**SECURITY AWARENESS**  
**TRAINING CERTIFICATES**

# ISA: Wrap Up/Review Test Your Awareness

## California Department of Aging (CDA) Security Awareness Training Certificate of Completion

PRINT NAME: Jessie Elmer

Company/Agency: HICAP

*This document certifies that the above mentioned individual  
read and understood his or her responsibility for protecting  
CDA information assets.*

Date Training Completed: Aug 27, 2015

*CDA requires Affiliates to complete this training annually  
during the term of their contract with CDA.*

*Training sponsored by the CDA*

Print

CALIFORNIA  
DEPARTMENT OF  
AGING

California  
**HICAP**  
HEALTH INSURANCE COUNSELING & ADVOCACY PROGRAM



# ISA: Wrap Up/Review

## Test Your Awareness

*California Department of Aging (CDA)  
Security Awareness Training  
Certificate of Completion*

PRINT NAME: Fernanda Garcia

Company/Agency: HICAP

*This document certifies that the above mentioned individual  
read and understood his or her responsibility for protecting  
CDA information assets.*

Date Training Completed: 12-22-15

*CDA requires Affiliates to complete this training annually  
during the term of their contract with CDA.*

*Training sponsored by the CDA*

Print



# ISA: Wrap Up/Review

## Test Your Awareness

### California Department of Aging (CDA) Security Awareness Training Certificate of Completion

PRINT NAME: Cathy Kelly

Company/Agency: HICAP

*This document certifies that the above mentioned individual  
read and understood his or her responsibility for protecting  
CDA information assets.*

Date Training Completed: 12/23/2015

*CDA requires Affiliates to complete this training annually  
during the term of their contract with CDA.*

*Training sponsored by the CDA*

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# ISA: Wrap Up/Review

## Test Your Awareness

*California Department of Aging (CDA)  
Security Awareness Training  
Certificate of Completion*

*PRINT NAME: George Mora*

*Company/Agency: HICAP Inland Empire*

*This document certifies that the above mentioned individual  
read and understood his or her responsibility for protecting  
CDA information assets.*

*Date Training Completed: 12-22-15*

*CDA requires Affiliates to complete this training annually  
during the term of their contract with CDA.*

*Training sponsored by the CDA*

Print



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## ISA: Wrap Up/Review Test Your Awareness

*California Department of Aging (CDA)  
Security Awareness Training  
Certificate of Completion*

PRINT NAME: Robin Nicodes

Company/Agency: HICAP.SBC.ORG

*This document certifies that the above mentioned individual  
read and understood his or her responsibility for protecting  
CDA information assets.*

Date Training Completed: 12-22-15

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*Training sponsored by the CDA*

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## ISA: Wrap Up/Review Test Your Awareness

California Department of Aging (CDA)  
Security Awareness Training  
Certificate of Completion

PRINT NAME: TERESITA OTACASTRO

Company/Agency: HICAP - INLAND EMPIRE

*This document certifies that the above mentioned individual  
read and understood his or her responsibility for protecting  
CDA information assets.*

Date Training Completed: 12/22/15

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during the term of their contract with CDA.*

*Training sponsored by the CDA*

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California  
**HICAP**  
HEALTH INSURANCE COUNSELING & ADVOCACY PROGRAM



# ISA: Wrap Up/Review Test Your Awareness

*California Department of Aging (CDA)  
Security Awareness Training  
Certificate of Completion*

PRINT NAME: JACQUELINE PARIHAM

Company/Agency: INLAND EMPIRE HICAP

*This document certifies that the above mentioned individual  
read and understood his or her responsibility for protecting  
CDA information assets.*

Date Training Completed: 12/22/15

*CDA requires Affiliates to complete this training annually  
during the term of their contract with CDA.*

*Training sponsored by the CDA*

Print



# ISA: Wrap Up/Review

## Test Your Awareness

### California Department of Aging (CDA) Security Awareness Training Certificate of Completion

PRINT NAME: Gilbert Savoca

Company/Agency: HICAP | Council on Aging Orange County  
PO Box 20, 21, 10

*This document certifies that the above mentioned individual  
read and understood his or her responsibility for protecting  
CDA information assets.*

Date Training Completed: 12/23/2015

*CDA requires Affiliates to complete this training annually  
during the term of their contract with CDA.*

Training sponsored by the CDA

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California  
**HICAP**  
HEALTH INSURANCE COUNSELING & ADVOCACY PROGRAM



# ISA: Wrap Up/Review

## Test Your Awareness

*California Department of Aging (CDA)  
Security Awareness Training  
Certificate of Completion*

PRINT NAME: Douglas L. SHAW

Company/Agency: HICAP

*This document certifies that the above mentioned individual  
read and understood his or her responsibility for protecting  
CDA information assets.*

Date Training Completed: 12/22/15 aw

*CDA requires Affiliates to complete this training annually  
during the term of their contract with CDA.*

*Training sponsored by the CDA*

Print

Amendment Number **FY 2015-2016 OTO**

1. This Agreement is entered into between the Riverside County Agency and Contractor named below.

Riverside County Agency Name  
Office on Aging

Contractor Name  
Sodexo America, LLC

**One Time Only**

2. The term of this Agreement is: July 1, 2015 through June 30, 2016


3. Maximum amount of this Agreement: \$46,733.00  
Fourty-Six Thousand Seven Hundred Thirty-Three Dollars

4. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Agreement.

Riverside County Office on Aging Contract

- Attachment A Scope of Work  
Title IIIC-1 Congregate Meals and Equipment Only  
Title IIIC-2 Home Delivered Meals and Equipment Only
- Attachment B Individual Contractor Allocations  
Title IIIC-1 Congregate Meals and Equipment Only  
Title IIIC-2 Home Delivered Meals and Equipment Only
- Attachment C Contract Budget Program Activity  
Title IIIC-1 Congregate Meals and Equipment Only  
Title IIIC-2 Home Delivered Meals and Equipment Only
- Attachment D Contracted Meals  
Title IIIC1 Congregate Meals Only  
Title IIIC2 Home Delivered Meals Only
- Attachment E Community Focal Point List

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

Contractor		County of Riverside	
Contractor Name: Sodexo America, LLC		Agency Name: Riverside County Office on Aging	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
	12/16/2015		
Printed Name And Title of Person Signing		Printed Name And Title of Person Signing	
David Hanson Regional Vice President			
Address		Address	
3528 Cockatoo Ct Oceanside CA 92057		6296 River Crest Drive, Suite K Riverdside, CA 92507	