

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



ITEM
3.38
(ID # 4539)

MEETING DATE:

Tuesday, July 11, 2017


FROM : OFFICE ON AGING:

SUBJECT: OFFICE ON AGING: Approval of FY 2017/18 - 2019/20 Standard Agreement No. HI-1718-21 between the California Department of Aging (CDA) and the County of Riverside for Health Insurance Counseling and Advocacy Program (HICAP) administered by the Office on Aging, All Districts. [Total Cost: \$1,318,129] [Source of Funds: Federal 39%, State 61%] 4/5 vote

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair to execute FY 2017/18 – 2019/20 Standard Agreement No. HI-1718-21 between the California Department of Aging (CDA) and the County of Riverside for Health Insurance Counseling and Advocacy Program (HICAP) administered by the Office on Aging (OoA) for the period of July 1, 2017 to June 30, 2020 in the amount of \$1,318,129;
2. Authorize the Office on Aging Director to sign amendments, and other documents, as approved by County Counsel, related to Standard Agreement No. HI-1718-21 for the duration of the Agreement period of performance;
3. Approve and direct the Auditor-Controller's Office to make the budget adjustment as shown on Schedule A; and
4. Direct the Clerk of the Board to return four (4) original Standard Agreements to the Office on Aging for further processing.

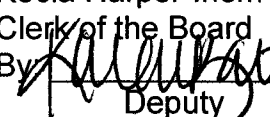
ACTION: Policy, 4/5 Vote Required


Anna L. Martinez 6/27/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 11, 2017
xc: OoA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	(\$82,755)	\$ 457,258	\$ 1,318,129	\$
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$
SOURCE OF FUNDS: Federal 39%, State 61%			Budget Adjustment:	Yes
			For Fiscal Year: 2017/18-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Every three years, the County of Riverside enters into an agreement with the California Department of Aging. The Office on Aging administers the funds provided under this Standard Agreement to deliver health insurance counseling and advocacy program (HICAP) services for Medicare beneficiaries and community education throughout the County through a subcontract with Council on Aging, Southern California. HICAP is the primary local source for accurate and objective information and assistance with Medicare benefits, prescription drug plans and health plans.

This agreement reflects the current contract from CDA and could be subject to modification(s) based on the State's final legislative process.

The term of this agreement is three years, July 1, 2017 to June 30, 2020.

Impact on Residents and Businesses

Riverside County residents who are over the age of sixty (60) or persons who are disabled are the target population sought through outreach, to provide education, counseling, and advocacy services, as appropriate. The Council on Aging, Southern California will provide education, counseling and advocacy services, as appropriate, to older individuals and persons with disabilities in Riverside County to help them better understand their insurance coverage options available. The goal of the HICAP is to educate and counsel the target population of Riverside County in their specific health insurance options, so they are more informed to make better decisions regarding their health insurance coverage and health insurance out of pocket costs. The Council on Aging, Southern California will advocate, as necessary, to help older individuals or persons with a disabilities seek services from the most appropriate provider.

SUPPLEMENTAL:

Additional Fiscal Information

The FY 2017/18 – 2019/20 Standard Agreement No. HI-1718-21 between California Department of Aging (CDA) and the County of Riverside for Health Insurance Counseling and Advocacy Program is for a total amount of \$1,318,129. The funding is for three fiscal years and distributed accordingly, per the CDA Budget Display:

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

FY 2017/18: \$443,958

FY 2018/19: \$457,258

FY 2019/20: \$416,913

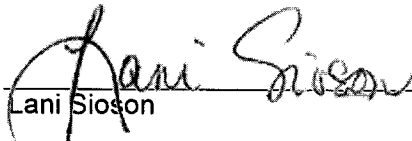
Total: \$1,318,129

The allocation for FY 2017/18 Standard Agreement No. HI-1718-21 is for the total amount of \$443,958. Office on Aging included an estimated funding amount of \$526,713 in the FY 2017/18 Recommended Budget. The attached budget adjustment in the amount of \$82,755 is necessary to reflect the actual revenue under this agreement.

ATTACHEMENTS:

ATTACHMENT A. Schedule A: Budget Adjustment

ATTACHMENT B. Standard Agreement No. HI-1718-21 between CDA and County of Riverside



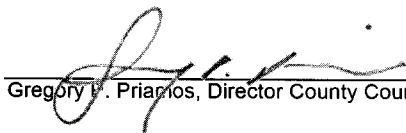
Lani Sison

6/29/2017



Misley Wang

6/28/2017



Gregory H. Priamos, Director County Counsel

6/27/2017

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

WHEN DOCUMENT IS TAKEN FROM ORIGINAL FILED IN
 CLERK'S OFFICE
 in Riverside County Office of Aging, 2017-2020
 Post Office Box 1777, Riverside, CA 92507
 Thank you

AGREEMENT NUMBER HI-1718-21
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

Riverside County Office on Aging

2. The term of this

Agreement is: July 1, 2017 through June 30, 2020

3. The maximum amount
of this Agreement is:

\$1,318,129
One million, three hundred and eighteen thousand, one hundred and twenty-nine and 00/100 dollars

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

Exhibit A – Scope of Work 5 pages

Exhibit B – Budget Detail, Payment Provisions, and Closeout 9 pages

Exhibit C* – General Terms and Conditions
 Check mark one item below as Exhibit D: By Kecia Harper-Ihem DEPUTY GTC 04/2017

- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 33 pages
- Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 5 pages

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

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

CONTRACTOR

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

Riverside County Office on Aging

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

6296 Rivercrest Drive, Suite K, Riverside, CA 92507-0738

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Glenn Wallace, Manager, Contracts and Business Services Section

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General
Services Use Only

Exempt per:
Older Californians Act

FORM APPROVED COUNTY COUNSEL DATE BY: NEAL R. KIPNIS

JUL 11 2017 3.38

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STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
CDA 1024 (REV 06/2016)

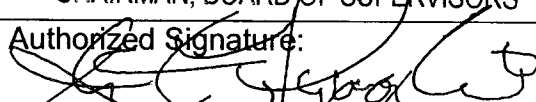
CERTIFICATION

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

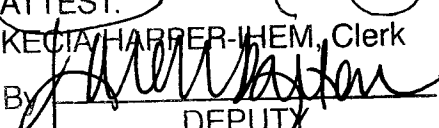
- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.

JUL 11 2017 3/38

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
 CDA 1024 (REV 06/2016)

CERTIFICATION	
<ul style="list-style-type: none"> • I agree to protect the following types of confidential information which include but are not limited to: <ul style="list-style-type: none"> - Social Security number - Medical information - Claimant and employer information - Driver License information - Information about individuals that relate to their personal life or identifies or describes an individual - Other agencies' confidential and proprietary information - Criteria used for initiating audit selection - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.) - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract • I agree to protect confidential information by: <ul style="list-style-type: none"> - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason - Securing confidential information in approved locations - Never removing confidential information from the work site without authorization 	
<p>I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.</p>	
<p>Contractor/Vendor Name:</p>	
<p>Contract Number:</p>	
<p>Printed Name of Person Signing: JOHN TAVAGLIONE</p>	
<p>Title of Person Signing: CHAIRMAN, BOARD OF SUPERVISORS</p>	
<p>Authorized Signature: </p>	<p>Date: JUL 11 2017</p>

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 7/11/17

ATTEST:
 KECIA HARRER-IHEM, Clerk
 By 
 DEPUTY

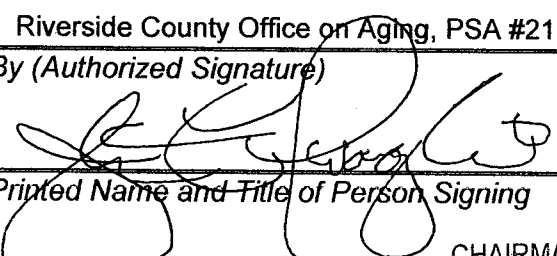
JUL 11 2017

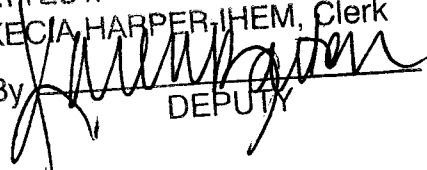
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	Federal ID Number _____
Proposer/Bidder Firm Name (Printed) Riverside County Office on Aging, PSA #21	FOR APPROVED COUNTY COUNSEL - DA BY: NEAL R. KIPNIS
By (Authorized Signature) 	
Printed Name and Title of Person Signing JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS Anna L. Martinez, Director	
Date Executed JUL 11 2017	Executed in the County and State of Riverside California

ATTEST:
 KECIA HARPER-HEM, Clerk
 By 
 DEPUTY

JUL 11 2017 3.38

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, July 11, 2017, that John Tavaglione, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. HI-1718-21 between Riverside County and California Department of Aging providing: for the Health Insurance Counseling and Advocacy Program (HICAP).

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Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None

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

KECIA HARPER-IHEM, Clerk of said Board

By: 

Deputy

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

I, Karen Barton, Deputy Clerk of the Board for the County of Riverside, do hereby certify that the foregoing is a full, true and correct copy of Standard Agreement No. HI-1718-21, approved by the Board of Supervisors at a regular meeting duly held and convened on July 11, 2017, at which meeting a quorum of said Board was present and acting throughout.

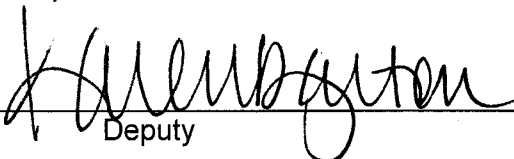
Furthermore, I hereby certify that according to provisions of Government Code Section 25103, a copy of Standard Agreement No. HI-1718-21, was delivered to the Chairman of the Board, John Tavaglione.

Authorize the Office on Aging Director, based on the availability of funding, to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel.

Dated this 11th day of July, 2017

WITNESS my hand and official seal

Kecia Harper-Ihem, Clerk of the Board

By: 
Deputy

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **HI-1718-21**.
2. The services shall be performed in Planning and Service Area(s): 16, 21.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: Riverside County Office on Aging
Name: Fiscal, Data & Planning Manager	Name: Anna L. Martinez, Director
Phone (916) 419-7556	Phone: (951) 867-3847
Fax: (916) 928-2510	Fax: (951) 697-3896

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: Riverside County Office on Aging
Section/Unit: Business Services and Contracts	Section/Unit: Administration
Attention: Christian Margedant	Attention: Rachelle Roman
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 6296 Rivercrest Drive, Suite K, Riverside, CA, 92507-0738
Phone: (916) 419-7157	Phone: (951) 867-3839
Fax: (916) 928-2500	Fax: (951) 867-3830
Email: Christian.Margedant@aging.ca.gov	Email: rroman@rivco.org

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. PROGRAM DEFINITIONS

- A. "Eligible Service Population" means Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [Welf. & Inst. Code § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services. [Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
- B. "Health Insurance Counseling and Advocacy Program" (HICAP) means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]
- C. "Medicare Modernization Act 2005 (MMA) State Funds" means the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).
- D. "State Health Insurance Assistance Program" (SHIP) means a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
- E. "Program Income" means revenue generated by the Contractor or Subcontractor from contract-supported activities, and may include:
 - 1. Voluntary contributions received from a participant or responsible party as a result of the service.
 - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - 3. Royalties received on patents and copyrights from contract-supported activities.
 - 4. Proceeds from the sale of items fabricated under a contract agreement.

ARTICLE II. SCOPE OF WORK

The Contractor, whether providing HICAP directly or through a subcontract, shall:

- A. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Agreement, SHIP Basic Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of this Agreement.
- B. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]
- C. Provide timely notice to CDA of any changes to the Program or changes in the status of the Contractor or Subcontractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the Contractor will forward this information to CDA.
- D. Submit the name of the HICAP Program Manager to CDA within thirty (30) days of initial employment. If subcontracted, the Contractor will forward this information to CDA.
- E. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, Long-Term Care Community Educators, designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
- F. Ensure that the standard HICAP work week business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.
- G. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days.

ARTICLE II. SCOPE OF WORK (Continued)

- H. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual.
[Welf. & Inst. Code § 9541(f)(4)]
- I. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics.
[Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
- J. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual.
[Welf. & Inst. Code § 9541(e)]
- K. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency.
[Welf. & Inst. Code § 9541(f)(7)]
- L. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
- M. Meet the minimum performance requirements in the Area Plan Service Unit Plan (SUP). Programs will be notified of new performance requirements in a CDA PM.
- N. Ensure the submission of program information and support documentation, to the CDA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA.
- O. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.
- P. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.
- Q. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:

ARTICLE II. SCOPE OF WORK (Continued)

1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 5941(c)(3)]
3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 5941(c)(3)]
4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.

The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

R. Perform the following if subcontracting for HICAP program services:

1. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to Welf. & Inst. Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of this Agreement.
2. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.
3. Review, approve, and monitor subcontractors' budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
4. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Agreement. [45 CFR 1321.11]
5. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance and interpretation of instructions.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage -
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) -
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State: <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

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

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

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. [45 CFR 75]

2. Financial Management Systems

The Contractor shall meet the stipulations for Financial management and standards for financial management systems outlined in 45 CFR 75.302 including but not limited to:

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

C. Unexpended Funds

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

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

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

ARTICLE I. FUNDS (Continued)

- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
 - ii. Some contracts may be reduced by a greater amount than others, and
 - iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

- 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [45 CFR 75.305 (b)(9)]
- 2. Interest earned on advances of federal funds shall be identified as non-match cash.
- 3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [45 CFR 75.305 (b)(8)]
 - a. The Contractor 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 \$500 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.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs - subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel - mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

E. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)].
2. Contractors 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.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. No Program Income is required under the terms and conditions of this Agreement.
2. No fees may be charged for services although contributions or donations may be requested. Signs and literature about HICAP services may indicate that donations are welcome and may suggest donation amounts. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as Program Income. (Applicable to HICAP program only.)

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

ARTICLE III. PROGRAM SPECIFIC FUNDS

B. One-Time-Only (OTO) Funds

OTO funds, if any, are non-transferable between funding sources and are to be used for the purposes for which they were originally allocated. This means that OTO funds can only be used in the program in which they were accrued.

C. Matching Contributions

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

D. Administration

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

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. The Contractor shall submit electronically the original HICAP Budget with the annual updates by May 1, unless otherwise instructed by CDA..

B. The Contractor shall submit electronically a budget revision thirty (30) days after receiving an amended Budget Display with changes in funding levels, unless otherwise instructed by CDA.

C. The final date to submit a budget revision is March 1st of the Contract period unless otherwise specified by CDA. CDA will not accept any budget revision after the Contract period has expired.

D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

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

- E. In the event that programs are changed from direct services to contracted services or contracted services to direct services, the Contractor shall submit a revised budget to CDA, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article XV.

ARTICLE V. PAYMENT

- A. The Contractor shall prepare and submit a monthly expenditure report in an electronic format as instructed by CDA by the 30th of each month.
- B. Payments will be made to reimburse expenditures reported unless payment method was established as a Request for Funds basis for the contract term at the time of contract execution.
- C. During the Contract period, requests to expedite payments shall be reviewed and based on an analysis of the Contractor's need to provide services.

ARTICLE VI. CLOSEOUT

- A. All contractors must submit Closeout Reports to CDA, as instructed by CDA.
- B. All contractors must submit the Report of Property Purchased with Agreement Funds (CDA 32) with the Closeout Report.
- C. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- D. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this 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 Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor 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 contractor, 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.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities..
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "Cal. Pub. Con. Code" means the California Public Contract Code.
9. "Cal. Civ. Code" means California Civil Code
10. "Reimbursable item" also means "allowable cost" and "compensable item."
11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

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

15. "USC" means United States Code.
16. "HHS" means United States Department of Health and Human Services.
17. "OAA" means Older American Act.

B. Resolution of Language Conflicts

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

1. The Grant Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

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

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

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE II. ASSURANCES (Continued)

B. Subcontracts

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

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

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

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:
<http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE II. ASSURANCES (Continued)

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

D. Standards of Work

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

E. Conflict of Interest

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

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE II. ASSURANCES (Continued)

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor 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 3145]
[29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 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 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE II. ASSURANCES (Continued)

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE II. ASSURANCES (Continued)

2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE II. ASSURANCES (Continued)

3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE II. ASSURANCES (Continued)

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
5. 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.

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

ARTICLE III. AGREEMENT

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

ARTICLE IV. COMMENCEMENT OF WORK

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

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE V. SUBCONTRACTS (Continued)

- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 1. The Request for Proposal or Invitation for Bid.
 2. All bid proposals received.
 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

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

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is 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 (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 Agreement.
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The Contractor shall use the electronic version of the Report of Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to CDA, unless otherwise directed by CDA.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE VII. PROPERTY (Continued)

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

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

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all 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 approval is received from CDA. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

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

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE VII. PROPERTY (Continued)

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

ARTICLE VIII. ACCESS

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

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to the:

California Department of Aging
Attention: Audit Branch
1300 National Drive, Suite 200
Sacramento, California 95834

The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- B. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
- C. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
- D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the Subcontractor's fiscal year have met the audit requirements of 2 CFR § 200.501 - § 200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article.
2. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
3. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).
4. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles.

[2 CFR 200.302]
- 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- E. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] requirements:
- 1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]
 - 2. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]
 - 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]
 - 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 contracts; and the schedule of findings and questioned costs. [2 CFR 200.515]

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
- G. The Contractor 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 amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor 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.
- H. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

- I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XI. INSURANCE (Continued)

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
 - 2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XI. INSURANCE (Continued)

- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

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

1. In case of threat to life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE XII. TERMINATION (Continued)

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XII. TERMINATION (Continued)

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

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

ARTICLE XIII. REMEDIES

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

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be addressed to the Director of CDA on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XVII. DEPARTMENT CONTACT

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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

B. Encryption of Computing Devices

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

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

D. Security Awareness Training

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

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

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

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

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

B. Provision of Services

- 1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
- 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.
[22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement.
[22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. ASSURANCES SPECIFIC TO HICAP

- A. The Contractor shall assure, either as a HICAP direct services or contracted services, that the following conditions are met:
1. Services are provided only to the defined Eligible Service Population.
 2. Promote public awareness, knowledge and visibility of the HICAP that includes persons in greatest need of services and partnership opportunities with groups not currently being reached.
 3. Staffing shall be adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the Program at least thirty-two (32) hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
 4. Assure that the Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.
 5. Provide that all persons affiliated with the Program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with laws, regulations, and the HICAP Program Manual.
- B. The Contractor shall assure, either as a HICAP direct services or contracted services, compliance with the State Conflict of Interest Requirements as they pertain to HICAP services as follows:
1. The Contractor shall assure that project staff and volunteers do not engage in the solicitation of insurance; nor endorse any Medicare supplement, long-term care, or other insurance policies or plans; nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.

**Additional Provisions - Exhibit E
HI 1718 Contract**

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

2. The Contractor shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.
 3. The Contractor shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor from soliciting program contributions from entities that do not pose a conflict of interest.
- C. The Contractor shall assure that the following publication conditions are met:
- Materials published or transferred by the Contractor and financed with funds under this Agreement shall:
1. Use the SHIP Logo and Tagline on all HICAP publications, including websites.
 2. Identify the name of the entity, the address, and telephone number at which the supporting data is available.
 3. Acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.
 4. Include the express acknowledgment on all SHIP public information materials, "This project was supported, in part, by grant number CFDA 93.324 from the U.S. Administration for Community Living, Department of Health and Human Services, Washington D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy."

**Additional Provisions - Exhibit E
HI 1718 Contract**

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

- D. The Contractor shall assure, either as a HICAP direct services or contracted services, progress toward compliance with the federal Volunteer Risk and Program Management (VRPM) project.
- E. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall ensure, either as a direct services or contracted services HICAP, that program data is entered into the State HICAP Automated Reporting Program (SHARP) in accordance with CDA requirements [Welf. & Inst. Code § 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.
 - 1. The Contractor shall review and approve program performance data entered into SHARP.
 - 2. The Contractor shall review and approve program performance data in the following manner:
 - a. The Contractor shall send an email to CDA HICAP (HICAPTeam2@aging.ca.gov) by the 15th day of each month, verifying the review and approval of data for the reporting periods as follows:

Reporting Period	Due Date
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	August 15
August 1 – August 31	September 15
September 1 – September 30	October 15
October 1 – October 31	November 15
November 1 – November 30	December 15
December 1 – December 31	January 15
January 1 – January 31	February 15
February 1 – February 28	March 15
March 1 – March 31	April 15

ARTICLE II. REPORTING PROVISIONS (Continued)

- b. If the Contractor fails to send a verification email to CDA HICAP by the stated due date, CDA HICAP assumes that data is approved for submission to the federal National Performance Report (NPR) system.
- B. The Contractor shall train and orient staff and subcontractor's staff, either as a direct services or contracted services HICAP, regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]

ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN

- A. In the event of a change in HICAP subcontractors, the Contractor shall assure that a subsequent HICAP subcontractor is available to complete any open cases or transactions during the transition period. This shall include Medicare appeals and timelines with the Centers for Medicare & Medicaid Services or hearing officers.
- B. The Contractor shall submit a transition plan to CDA within fifteen (15) days of CDA's written Notice of Termination or Contractor's Notice of Intent to Terminate. The transition plan must be approved by CDA and shall at a minimum include the following:
 - 1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new Contractor.
 - 2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new Contractor.
 - 3. A description of how clients will be notified about the change in and continuation of, their HICAP services.
 - 4. A description of how communications with other HICAP sites, local agencies and advocacy organizations shall be made to assist in locating alternative services as needed.
 - 5. A description of how community referral sources will be informed of the pending termination of this HICAP Contract or subcontract and the transition and provision of services.
 - 6. A description of how sensitive and confidential records will be transferred.

**Additional Provisions - Exhibit E
HI 1718 Contract**

ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN (Continued)

7. A description of adequate staff to provide continued service through the term of the existing Contract. [22 CCR 7206(e)(4)]
 8. A plan to conduct a property inventory and transfer, or return to CDA all equipment purchased with HICAP funds as directed by CDA.
 9. Additional information as necessary to effect a safe transition of clients from the outgoing Contractor or Subcontractor to the new Contractor or Subcontractor.
- C. The Contractor shall require a subcontractor, in the event of a change of a HICAP subcontractor providing services, either as a result of a routine procurement process or a subcontract termination, to submit a transition plan to the Contractor upon written Notice of Termination by the Contractor or Notice of Intent to Terminate by the Subcontractor. The Contractor shall submit the transition plan to CDA at least fifteen (15) days prior to the termination of the Subcontract, in accordance with Exhibit E, Article III of this Agreement. The transition plan must be approved by CDA prior to implementation.
- D. The Contractor shall implement the transition plan as approved by CDA.
- E. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
LOCAL ASSISTANCE CONTRACT CHECKLIST
CDA 9007 (NEW 6/16)

All documents listed in Sections A and B are required to execute your contract unless otherwise noted.

SECTION A

- All documents must identify the Contractor's legal name exactly as shown on the Standard Agreement (STD. 213).
- Each contract package must stand on its own. For example, if you have more than one contract with the California Department of Aging (CDA) you may have one Insurance Certificate to cover all contracts, but must include a copy of the Certificate in each contract package you return to CDA.
- Return Section A documents to:

California Department of Aging
Attn: Contract Analyst
1300 National Drive, Suite 200
Sacramento, CA 95834

- Four Standard Agreements (STD. 213)** – Print and sign four copies of the Standard Agreement (STD. 213) with **original signatures**. Signature stamps will not be accepted.
- Resolution or Meeting Minutes** authorizing execution of this Contract – The contract number(s) must be referenced in the Resolution or Meeting Minutes. If the Resolution or Meeting Minutes do not also authorize the signing of Amendments, another Resolution or Meeting Minutes will be needed to amend this Contract. If Meeting Minutes are submitted they must be signed off as approved or the following month's Meeting Minutes must be submitted indicating the previous Meeting Minutes were approved.
 - Public Entity – Resolution from the Board of Supervisors or equivalent governing body is required.
 - Nonprofit – Resolution from the Board of Directors is required.
- Contractor/Vendor Statement of Confidentiality (CDA 1024)** – A signed copy must be returned for each different contract number.
- The following documents must reference the contract number(s) or Letter of Self-Insurance. The coverage shall be for the *entire term* of the Contract and must meet the conditions in Exhibit D, Article XI. of the Contract.
 - General Liability Certificate of Insurance***
 - Automobile Liability Certificate of Insurance***
 - Professional Liability Certificate of Insurance** (*does not apply to Title V contracts*)

***Requires the additional insured statement to name the California Department of Aging and/or the State of California as the additional insured.**

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
LOCAL ASSISTANCE CONTRACT CHECKLIST
CDA 9007 (NEW 6/16)

SECTION B

Budget form

- The following budget forms are found on the CDA website:
 - Area Plan Budget (CDA 122)
 - Financial Alignment (FA) Contract Budget (CDA 229FA)
 - Health Insurance Counseling and Advocacy Program (HICAP) Budget (CDA 229)
 - Medicare Improvements for Patients and Providers Act (MIPPA) Budget (CDA 229m)
 - Senior Community Services Employment Program (Title V) Budget (CDA 35)
 - Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Budget (CDA 2000)

- Submit budget forms to FiscalTeam@aging.ca.gov.

Use the following email subject line and file naming convention for each budget you prepare and submit: Identify your PSA_## (first), Program, Period, and process. If applicable, specify the original or revision number (e.g., PSA 24 AP FY1617 Original Budget). Incorporate the amounts shown in the Budget Display into the original budget form. Ensure allocation Transfer Requests correspond to the Budget Display requirements.

Work plan

- The FA work plan is found on the CDA website.
- The MIPPA work plan is found on the MIPPA section of the CDA website.
- Submit FA and MIPPA work plans to HICAPTeam2@aging.ca.gov.
- SNAP-Ed CDA-approved contract work plans are completed prior to the SNAP-ED contract release and do not need to be resubmitted.
- Work plans are not required to execute Area Plan, HICAP, or Title V contracts.

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



FROM: Office on Aging

SUBMITTAL DATE:
June 6, 2017

SUBJECT: Approval of FY 2017/18- FY 19/20 Standard Agreement No. HI-1718-21 between the California Department of Aging (CDA) and the County of Riverside for Health Insurance Counseling and Advocacy Program (HICAP) administered by the Office on Aging. [Districts – ALL] [Total Cost: \$1,318,129] [Source of Funds: Federal 39%, State 61%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair to execute FY 2017/18 – FY 19/20 Standard Agreement No. HI-1718-21 between the California Department of Aging (CDA) and the County of Riverside for Health Insurance Counseling and Advocacy Program (HICAP) administered by the Office on Aging (OoA) for the period of July 1, 2017 to June 30, 2020 in the amount of \$1,318,129; and
2. Authorize the Office on Aging Director to sign amendments based on available funding from the state that is included in the department's budget, that do not change the substantive terms of the agreement, as approved by County Counsel.

Departmental Concurrence

AM

(Continued on Page 2)

Anna L. Martinez
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 443,958	\$ 1,318,129	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: Federal 39%, State 61%				Budget Adjustment: No	
				For Fiscal Year: 2017/20	

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

DRAFT

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

Prev. Agn. Ref.:

District: All

Agenda Number:

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratification of FY 2017/18 –FY19/20 Standard Agreement No. HI-1718-21 between the California Department of Aging (CDA) and the County of Riverside for Health Insurance Counseling and Advocacy Program (HICAP) administered by the Office on Aging. [Districts – ALL] [Total Cost: \$1,318,129] [Source of Funds: Federal 39%, State 61%]

DATE: April 20, 2017

PAGE: Page 2 of 2

BACKGROUND:

Summary

Annually, the County of Riverside enters into an agreement with the CDA. The Office on Aging administers the funds provided under this Standard Agreement to deliver health insurance counseling and advocacy services for Medicare beneficiaries and community education throughout the County. HICAP is the primary local source for accurate and objective information and assistance with Medicare benefits, prescription drug plans and health plans.

This agreement reflects the current contract from CDA and could be subject to modification(s) based on the State's final legislative process.

The term of this agreement is 3 years, July 1, 2017 to June 30, 2020.

Impact on Citizens and Businesses

Education to the public in community settings about HICAP is provided to engage the eligible service population. The counseling and advocacy services are available countywide to assist the eligible service population to better understand their health insurance coverage and options.

SUPPLEMENTAL:

Additional Fiscal Information

The FY 2017/18 - FY 19/20 Standard Agreement No. HI-1718-21 between California Department of Aging and the County of Riverside for Health Insurance Counseling and Advocacy Program is for a total amount of \$1,318,129. The funding is for 3 fiscal years and distributed accordingly FY17/18: \$443,958; FY18/19: \$457,258; and FY19/20: \$416,913. Office on Aging included the funding amount allocated in FY 2017/18 in the Recommended Budget for FY2017/18; therefore, no budget adjustment is needed. There is no impact to County General Funds and this funding has no matching requirements.

ATTACHMENTS:

- A. **Standard Agreement No. HI-1718-21 between CDA and County of Riverside**

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP

Contract Number: HI-1718

Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
EXAMPLE: Exhibit A, Article II.A.4.	EXAMPLE: n/a	EXAMPLE: c) Include staff timesheets that detail how much time is spent on each activity.	EXAMPLE: New regulatory language added by the CA Dept. of Oversight	EXAMPLE: Sam Smith
Exhibit A, Article II.E	E. Recruit and maintain a strong, well-trained, cadre of volunteer counselors, Long-Term Care Counselors, Long-Term Care Community Educators and General Community Educators. New counselors shall be recruited, trained, and registered to maintain the agreed upon performance measures in the latest Area Plan Service Unit Plans (SUP).	E. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, Long-Term Care Community Educators, designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.	More closely models state language in Welf. & Inst. Code § 9541(c)(7) and Welf. & Inst. Code § 9541 (f)(5)-(6) Remove language	Carol B. Andy S. Denise C.
Exhibit A, Article II.	Insert as section O And re-number old O to Q	O. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.	2017 Federal SHIP Grant	Carol B. Chisorom Andy S.
Exhibit A, Article II.	Insert as section P And re-number old P to R	P. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of	Welf. & Ins. Code § 9541(c)(3)]	Carol B. Chisorom Andy S.

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-1718
Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
		lawsuits against private insurers or managed health care plans.		
Exhibit A, Article II.O.	<p>O. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:</p> <ol style="list-style-type: none"> 1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar. 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 5941(c)(3)] 3. HICAP legal representation shall be subject to the understanding that the legal representation and 	<p>Q. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:</p> <ol style="list-style-type: none"> 1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar. 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 5941(c)(3)] 3. HICAP legal representation shall be subject to the 	The only change is renumbering the section to Article II.Q because of the new O and P inserted above.	Andy S.

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	<p>legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 5941(c)(3)]</p> <p>4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.</p> <p>5. The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.</p>	<p>understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 5941(c)(3)]</p> <p>4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.</p> <p>5. The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.</p>		
<p>Exhibit A, Article II.P.</p>	<p>P. In Addition to the conditions above, the Contractor Shall perform the following if subcontracting for HICAP program services:</p> <p>1. Enter into contracts with</p>	<p>R. Perform the following if subcontracting for HICAP program services:</p> <p>1. Enter into contracts with subcontractors to operate the</p>	<p>Deleted the lead in sentence to ensure parallel construction.</p>	<p>Chisorom</p>

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	<p>subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to Welf. & Inst. Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of this agreement.</p> <p>2. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.</p> <p>3. Review, approve, and monitor subcontractors' budgets and expenditures and any subsequent amendments and revisions to budgets. The contractor shall, to the extent feasible, ensure that all budgeted funds are expended</p>	<p>HICAP and provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to Welf. & Inst. Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of this agreement.</p> <p>2. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.</p> <p>3. Review, approve, and monitor subcontractors' budgets and expenditures and any subsequent amendments and revisions to budgets. The contractor shall, to the extent feasible, ensure that all budgeted funds are expended</p>	<p>Also renumbering the section to Article II.R because of the new O and P inserted above.</p>	<p>Andy S.</p>

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP

Contract Number: HI-1718

Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	by the end of each fiscal year. 4. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Agreement. [45 CFR 1321.11] 5. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance and interpretation of instructions.	by the end of each fiscal year. 4. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Agreement. [45 CFR 1321.11] 5. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance and interpretation of instructions.		
Exhibit B, Article I.B.1	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [45 CFR 75]	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. [45 CFR 75]	Correct the title of regulatory document and correct	Harsh Thakar
Exhibit B, Article I.B.2	The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR 75.302:	The Contractor shall meet the stipulations for Financial management and standards for financial management systems outlined in 45 CFR 75.302 including but not limited to:	Change wording and structure to keep consistent with the title of 45 CFR 75.302.	Harsh Thakar
Exhibit B, Article I.D.3 (third line)	approval of an itemized budget	approval of an itemized budget.	Add a period (".") to end the sentence.	Harsh Thakar, June Ditgen, Kaela Hopkins

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-1718
Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
Exhibit B, Article I. E. 1	[45 CFR 75.305 (8)(ii)]	[45 CFR 75.305 (b) (9)]	Add citation align with other core program Exhibit Bs and correct the citation	Harsh Thakar
Exhibit B, Article I. E. 2	2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.	2. Interest earned on advances of federal funds shall be identified as non-match cash.	Only Federal Funds incur interest or are allowed to be advanced	Amanda Evans
Exhibit B, Article I. E. 3	[45 CFR 75.305 (8)(i)(ii)(iii)(iv)]	[45 CFR 75.305 (b) (8)]	Add citation to align with other core program Exhibit Bs	Harsh Thakar
Exhibit B, Article II. E. 1	1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and equipment.	1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)]	Federal awarding agencies is specified in the regulations Add citations to align with other core program Exhibit Bs	Chia Lor June Ditgen
Exhibit B, Article II. E. 4	[45 CFR 75.41]	[45 CFR 75.414(a)]	Add and correct citations to align with other core program Exhibit Bs	Harsh Thakar
Exhibit B, Article IV. A	A. The original Budget is due electronically to the Contractor's CDA Fiscal Team Specialist no later than thirty (30) days from the date of the PM transmitting the Budget Display and Contract.	A. The Contractor shall submit electronically the original HICAP Budget with the annual updates by May 1 unless otherwise instructed by CDA.	Align with other contracts original budget due May 1 CDA no longer transmits Budget with the Contract	June Ditgen

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

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Contract Term: 07/01/2017 – 06/30/2020

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Exhibit B, Article V. A.	<p>A. The Contractor shall prepare and submit by the 30th of each month to the CDA Fiscal Team, in electronic format, using the calendar provided, unless otherwise specified by CDA.</p> <p>Monthly Title HICAP Fiscal Reporting Due Dates</p> <p>RFF</p> <table border="0"> <tr> <td>Month</td> <td>July</td> <td>Aug</td> <td>Sept</td> <td>Oct</td> <td>Nov</td> </tr> <tr> <td></td> <td>Dec</td> <td>Jan</td> <td>Feb</td> <td>Mar</td> <td>Apr</td> </tr> <tr> <td></td> <td>May</td> <td>June</td> <td></td> <td></td> <td></td> </tr> </table> <p>RFF Due Date</p> <table border="0"> <tr> <td>6/15</td> <td>7/15</td> <td>8/15</td> <td></td> <td></td> </tr> <tr> <td>9/15</td> <td>10/15</td> <td>11/15</td> <td>12/15</td> <td>1/15</td> </tr> <tr> <td>2/15</td> <td>3/15</td> <td>4/15</td> <td>5/15</td> <td></td> </tr> </table> <p>Expenditure Report Month</p> <table border="0"> <tr> <td>May</td> <td>June</td> <td></td> <td></td> <td></td> </tr> <tr> <td>July</td> <td>Aug</td> <td>Sept</td> <td>Oct</td> <td>Nov</td> </tr> <tr> <td>Dec</td> <td>Jan</td> <td>Feb</td> <td>Mar</td> <td>Apr</td> </tr> </table> <p>Expenditure Report Due Date</p> <table border="0"> <tr> <td>6/15</td> <td>7/15</td> <td>8/15</td> <td>9/15</td> <td>10/15</td> </tr> <tr> <td>11/15</td> <td>12/15</td> <td>1/15</td> <td>2/15</td> <td>3/15</td> </tr> <tr> <td>4/15</td> <td>5/15</td> <td></td> <td></td> <td></td> </tr> </table> <p>The table is a standard RFF and expenditure reporting schedule. If the effective date of this Contract is not July 1st, the Contractor's RFF and expenditure reporting will commence with the first month of the term of this Contract period and end with the month proceeding the last full month of the contract.</p>	Month	July	Aug	Sept	Oct	Nov		Dec	Jan	Feb	Mar	Apr		May	June				6/15	7/15	8/15			9/15	10/15	11/15	12/15	1/15	2/15	3/15	4/15	5/15		May	June				July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	6/15	7/15	8/15	9/15	10/15	11/15	12/15	1/15	2/15	3/15	4/15	5/15				<p>A. The Contractor shall prepare and submit a monthly expenditure report in an electronic format as instructed by CDA by the 30th of each month.</p>	<p>CDA is removing to calendar on the next page and providing narrative explanation of payments and expenditure reporting.</p>	<p>Chia Lor June Ditgen Amanda Evans Jeannine Fenton Andy Sachs</p>
Month	July	Aug	Sept	Oct	Nov																																																														
	Dec	Jan	Feb	Mar	Apr																																																														
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6/15	7/15	8/15																																																																	
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STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

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Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
Exhibit B, Article V. B	B. During the Contract Period, CDA shall advance funds based on an analysis of current cash needs.	B. Payments will be made to reimburse expenditures reported unless payment method was established as a Request for Funds basis for the contract term at the time of contract execution.	providing narrative explanation of payments and expenditure reporting.	Chia Lor June Ditgen Amanda Evans Jeannine Fenton Andy Sachs
Exhibit B, Article V. C	No current language	C. During the Contract period, requests to expedite payments shall be reviewed and based on an analysis of the Contractor's need to provide services.	Added language about expedited payments	Steven Kuhse June Ditgen
Exhibit B, Article VI. D	D. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.	D. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds. The invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.	Create an understanding of when invoices are due to CDA	Carol Chen Harsh Thakar June Ditgen

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
 Contract Number: HI-1718
 Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
Exhibit D, ARTICLE I A.1, 2, 5, 8, 9, 16 & 17	1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget as identified in Exhibit B, and if applicable, a Work Plan or Budget Narrative, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article. 2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement. 5. "Data Universal Numbering System (DUNS) number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities. 8. "PCC" means the Public Contract Code. 9. n/a – did not exist 16. n/a – did not exist 17. n/a – did not exist	1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article. 2. "Contractor" means the Area Agency on Aging awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement. 5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities. 8. "Cal. Pub. Contract Code" means California Public Contract Code. 9. "Cal. Civ. Code" means California Civil Code 16. "HHS" means United States	Adding/modifying for citation consistency, new reg. citation and clearer definition.	Christian Margedant Chisorom

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-1718
Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
		Department of Health and Human Services. 17. "OAA" means Older American Act.		
Exhibit D, ARTICLE I. A. 14	13. "USC" means United States Code.	13. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement. 13. "USC" means United States Code. 14. "Welf. & Inst. Code" means Welfare and Institutions Code.	Adding new definition and renumbering subsequent definitions.	Michelle
Exhibit D, ARTICLE I B. 2 & 5	2. The Older American Act Amendments of 2006 (OAA) as amended and other applicable federal statutes and their implementing regulations. 5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf	2. Older Americans Act and other applicable federal statutes and their implementing regulations. 5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html	Updating URL and added language to help AAAs find the doc.	Christian Margedant
Exhibit D ARTICLE II. C.2.	The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 to 11139.5, and 22 CCR 98000 et seq., which prohibit	The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit	Updating citations	Christian Margedant

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

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Contract Term: 07/01/2017 – 06/30/2020

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	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, Statutes of 2006]	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]		
Exhibit D ARTICLE II C.5.	No existing language Add to Exhibit D ARTICLE II. C:	5. California Civil Rights Laws The Contractor shall, ensure compliance with the requirements of Cal. Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.	Adding language to ensure Contractor complies with new regulation requiring DGS form.	Christian Margedant
Exhibit D ARTICLE II. I 2, 4 & 5	2. Clean Water Act, as amended. [33 USC 1251] 4. Public Contract Code Section 10295.3 5. n/a – did not exist	2. DELETED 4. Cal. Pub. Contract Code Section 10295.3. 5. Pub. Contract Code Section 2010.	Deleting redundant citation, adding language to ensure Contractor complies with a new statute. Citation format change for consistency.	Christian Margedant
Exhibit D ARTICLE II. M	1. The DUNS number must be provided to CDA prior to the execution of this	1. The DUNS number must be provided to CDA prior to the execution of this	Updating language for brevity, clarity and	Christian Margedant

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

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1-4	<p>Agreement.</p> <p>2. The Contractor must keep the DUNS number and related updates on the website available online at http://fedgov.dnb.com/webform.</p> <p>3. The Contractor shall review all DUNS information to ensure it is up-to-date and the DUNS number status is "active."</p> <p>4. If CDA cannot access the Contractor's DUNS information related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.</p>	<p>Agreement. Business entities may register for a DUNS number at http://www.dnb.com/duns-number.html.</p> <p>2. The Contractor must register the DUNS number and maintain an "Active" status with in the federal System for Award Management available online at https://www.sam.gov/portal/SAM/#1.</p> <p>3. If CDA cannot access or verify "Active" status for the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, the Contractor must immediately update the information as required.</p>	accuracy. Updated URLs.	
Exhibit D, Article II, P	No current language	The contractor's shall comply with Governor's Executive Order 2-18-2011 which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."	Executive order regarding use of funds and S.W.A.G.	Chisorom Andy S
Exhibit D, Article V. L	The Contractor shall refer to 2 CFR 200, Subpart F- Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor	The Contractor shall refer to 2 CFR 200.330, Subpart D- Subrecipient and Contract Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contract Determinations in making a determination if a subcontractor	Subpart D is applicable to this section.	Jena Yentes

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
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Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	shall follow the procurement requirements in the applicable regulation.	relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable regulation.		
Exhibit D ARTICLE VI. B	B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B and C of this Article, and (3) for such longer period as CDA deems necessary.	B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.	Updating for accuracy	Christian Margedant
Exhibit D, Article VI. E.	If the allowability of expenditures cannot be determined because of records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.	If the allowability of expenditures cannot be determined because of records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.	Adding for accuracy	Jena Yentes Christian Margedant
Exhibit D, Article VII. E.3.	CDA tag number or other tag identifying it as CDA property.	CDA tag number or other tag identifying it as State of California property.	More specific language used in 8651 DGS SAM Criteria	Jena Yentes
Exhibit D ARTICLE VII. O.	If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.	If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.	Adding for accuracy.	Christian Margedant

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
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Exhibit D, Article IX. C.	The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its major programs.	The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.	Clarification of specified programs	Andy Sachs
Exhibit D, Article X.	Audits	Audit Requirements	Clarification of section	Jena Yentes
Exhibit D, Article XVIII.A	<p>A. <u>Information Assets</u></p> <p>The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, § 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets.</p> <p>Information assets include (but are not limited to):</p> <ol style="list-style-type: none"> Information collected and/or accessed in the administration of 	<p>A. <u>Information Assets</u></p> <p>The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, § 5300 to 5365.3, Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets,</p>	<p>Clarification of Information Assets for clearer definition</p> <p>By CDA Legal Office, Privacy Officer and Information Security Officer</p> <p>Per Michelle, 2/10: State Administration Manual should be referenced with §, not the word "Section."</p>	<p>Ken Ketsdever</p> <p>Andy Sachs</p>

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP

Contract Number: HI-1718

Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	<p>the State programs and services.</p> <p>2. Information stored in any media form, paper or electronic.</p>	<p>State wide Health Information Policy Manual.</p> <p>Information Assets may be in hard copy or electronic format and may include but is not limited to:</p> <ol style="list-style-type: none"> 1. Reports 2. Notes 3. Forms 4. Computers, laptops, cellphones, printers, scanners 5. Networks (LAN, WAN, WIFI) servers, switches, routers 6. Storage media, hard drives, flash drives, cloud storage 7. Data, applications, databases 		
<p>Exhibit D Article XVIII.B</p>	<p>A. <u>Encryption on Portable Computing Devices</u></p> <p>The Contractor is required to encrypt</p>	<p>B. <u>Encryption of Computing Devices</u></p> <p>The Contractor, and its</p>	<p>Consistency of terminology, clarification of computing devices and</p>	<p>Ken Ketsdever</p>

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP

Contract Number: HI-1718

Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	<p>data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).</p>	<p>Subcontractors/Vendors, are required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).</p>	<p>electronic storage media By CDA Legal Office, Privacy Officer and Information Security Officer</p>	
<p>Exhibit D Article XVIII.C</p>	<p>C. <u>Disclosure</u></p> <ol style="list-style-type: none"> 1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies. 2. The Contractor shall protect from unauthorized disclosure, names 	<p>C. <u>Disclosure</u></p> <ol style="list-style-type: none"> 1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. 2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized 	<p>Consistency of terminology, clarification of disclosure requirements By CDA Legal Office, Privacy Officer and Information Security Officer</p>	<p>Ken Ketsdever</p>

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-1718
Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	<p>and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.</p> <p>3. "Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.</p> <p>4. The Contractor and its subcontractors shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractors are authorized to disclose and access identifying information for this purpose as</p>	<p>disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.</p> <p>3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.</p> <p>4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and</p>		

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-1718
Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	<p>required by OAA.</p> <p>5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.</p> <p>6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.</p>	<p>access identifying information for this purpose as required by OAA.</p> <p>5. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.</p> <p>6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.</p>		

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-1718
Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
Exhibit D Article XVIII.D	<p>D. <u>Training/Education</u></p> <p>1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within thirty (30) days of the start date of the Contract/Agreement or within thirty (30) days of the start date of any new employee, subcontractor or volunteer. The Contractor 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. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for completion.</p> <p>2. The Contractor may substitute CDA's Security Awareness</p>	<p>D. <u>Security Awareness Training</u></p> <p>1. The Contractor's employees, Subcontractors, Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at Http://www.aging.ca.gov within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.</p> <p>2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.</p>	<p>Consistency of terminology, clarification of training requirements, provide location of training presentation</p> <p>By CDA Legal Office, Privacy Officer and Information Security Officer</p>	<p>Ken Ketsdever</p>

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-1718
Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	<p>Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.</p> <p>3. All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.</p>			
<p>Exhibit D Article XVIII.E</p>	<p>E. <u>Health Insurance Portability and Accountability Act (HIPAA)</u></p> <p>The Contractor agrees to comply with the privacy and security requirements of HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.</p>	<p>E. <u>Health Insurance Portability and Accountability Act (HIPAA)</u></p> <p>The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.</p>	<p>Consistency of terminology, clarification of verbiage</p> <p>By CDA Legal Office, Privacy Officer and Information Security Officer</p>	<p>Ken Ketsdever</p>
<p>Exhibit D Article XVIII.G</p>	<p>G. <u>Security Incident Reporting</u></p> <p>A security incident occurs when CDA information assets are</p>	<p>G. <u>Security Incident Reporting</u></p> <p>A security incident occurs when CDA information assets are or</p>	<p>Consistency of terminology, clarification of reporting requirements and</p>	<p>Ken Ketsdever</p>

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP

Contract Number: HI-1718

Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	<p>accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report (CDA 1025) form must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.</p>	<p>reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at http://Aging.ca.gov/Information Security and Privacy.</p>	<p>location of reporting process. By CDA Legal Office, Privacy Officer and Information Security Officer</p>	
<p>Exhibit D Article XVIII.H</p>	<p>H. <u>Notification of Security Breach to Data Subjects</u></p> <ol style="list-style-type: none"> 1. Notice must be given by the Contractor or subcontractors to any data subject whose personal information could have been breached. 2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required. 	<p>H. <u>Security Breach Notifications</u></p> <p>Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.</p>	<p>Consistency of terminology, clarification of Breach notification requirements and location of reporting and breach notification process. By CDA Legal Office, Privacy Officer and Information Security Officer</p>	<p>Ken Ketsdever</p>

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-1718
Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.			
Exhibit D Article XVIII.I	I. <u>Software Maintenance</u> The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.	I. <u>Software Maintenance</u> The Contractor, and its Sub contractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.	Consistency of terminology, clarification software maintenance requirements. By CDA Legal Office, Privacy Officer and Information Security Officer	Ken Ketsdever
Exhibit D Article XVIII.J	J. <u>Electronic Backups</u> The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.	J. <u>Electronic Backups</u> The Contractor, and its Sub contractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Sub contractors/Vendors, shall ensure that all data, files and backup files are encrypted.	Consistency of terminology, clarification Electronic Backup requirements. By CDA Legal Office, Privacy Officer and Information Security Officer	Ken Ketsdever

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-1718
Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
Exhibit D Article XVIII.K	<p>K. <u>Provisions of this Article</u></p> <p>The provisions contained in this Article shall be included in all contracts of both the Contractor and its subcontractors.</p>	<p>K. <u>Provisions of this Article</u></p> <p>The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.</p>	<p>Consistency of terminology,</p> <p>By CDA Legal Office, Privacy Officer and Information Security Officer</p>	<p>Ken Ketsdever</p>
Exhibit D ARTICLE XX A.1.	<p>This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 22 CCR 98000 to 98382.</p>	<p>This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq., 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR 98300 et seq.</p>	<p>Updating citation</p>	<p>Christian Margedant</p>
Exhibit D ARTICLE XX B.1 & 3	<p>1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 98211]</p> <p>3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.</p>	<p>1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [2 CCR 11162]</p> <p>3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.</p>	<p>Updating citation</p>	<p>Christian Margedant</p>

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP

Contract Number: HI-1718

Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	[22 CCR 98211]	[2 CCR 11162]		
Exhibit D ARTICLE XX D.3.	3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [22 CCR 98211, 98310, 98340]	3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]	Updating citation	Christian Margedant
Exhibit E, Article I.A.	Insert 2. to Exhibit E, Article I.A. and shift following numbers down.	2. Promote public awareness, knowledge and visibility of the HICAP that includes persons in greatest need of services and partnership opportunities with groups not currently being reached.	2017 Federal SHIP Grant	Carol B.
Exhibit E, Article I.A.2.	2. Staffing shall be adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the Program at least thirty-two (32) hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.	3. Staffing shall be adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the Program at least thirty-two (32) hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.	Renumbering the subsection to Article I.A.3. because of the new 2 inserted above.	Andy S Carol B.
Exhibit E, Article I.A.3.	3. Assure that the Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.	4. Assure that the Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.	Renumbering the subsection to Article I.A.4. because of the new 2 inserted above.	Andy S Carol B
Exhibit E, Article I.A.4.	4. Provide that all persons affiliated with the Program and who are counseling,	5. Provide that all persons affiliated with the Program and who are counseling,	Renumbering the subsection to Article	Andy S

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP

Contract Number: HI-1718

Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
	including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with laws, regulations, and the HICAP Program Manual.	including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with laws, regulations, and the HICAP Program Manual.	I.A.5. because of the new 2 inserted above.	Carol B
Exhibit E, Article I.C.1	Use the SHIP logo and tagline on all publications.	1. Use the SHIP Logo and Tagline on all HICAP publications, including websites.	2017 Federal SHIP Grant	Carol B.
Exhibit E, Article I.C	No existing language. Add a 4.to the list in Article C.	4. Include the express acknowledgment on all SHIP public information materials, "This project was supported, in part, by grant number CFDA 93.324 from the U.S. Administration for Community Living, Department of Health and Human Services, Washington D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy."	2017 Federal SHIP Grant Per discussion with Denise Crandall: There is no flexibility in shortening or referencing this information. All language must be present.	Carol B. Andy Sachs
Exhibit E, Article I.D	No existing language. Insert a new Section D to Exhibit E, Article I and renumber old section D to E. Note: Existing Exhibit E, Article I.D - becomes Exhibit E, Article I.E	D. The Contractor shall assure, either as a HICAP direct services or contracted services, progress toward compliance with the federal Volunteer Risk and Program Management (VRPM) project.	2017 Federal SHIP Grant	Carol B.

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP

Contract Number: HI-1718

Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
Exhibit E, Article I.D	D. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.	E. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.	Renumbering the section to Article I.E. because of the new D inserted above.	Andy S Carol B.
Exhibit E, Article II.A.2.a	The Contractor shall certify by email to the Contractor's assigned CDA HICAP Team Analyst that the Contractor has reviewed and approved the data by the 15 th day of each month following the reporting period for the length of this Agreement, as follows:	a. The Contractor shall send an email to CDA HICAP (HICAPTeam2@aging.ca.gov) by the 15 th day of each month, verifying the review and approval of data for the reporting periods as follows:	Revised HICAP procedures	Pollyanna Barnich
Exhibit E, Article II.A.2.b	If the Contractor fails to send an email to the CDA HICAP Team verifying it has reviewed and approved program data by the due date, CDA will assume the Area Agency on Aging (AAA) has reviewed and approved the data and will use the AAA data for submission to the federal National Performance Report system.	b. If the Contractor fails to send a verification email to CDA HICAP by the stated due date, CDA HICAP assumes that data is approved for submission to the federal National Performance Reporting (NPR) system.	Revised HICAP procedures	Pollyanna Barnich Chisorom

CALIFORNIA DEPARTMENT OF AGING

1300 National Drive, Suite 200
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Internet Home Page: www.aging.ca.gov
TDD Only 1-800-735-2929
FAX Only (916) 928-2500
(916) 419-7531



July 27, 2017

To: Riverside County Office on Aging

Enclosed is your copy of the Standard Agreement for Contract Number HI-1718-21 in the amount of \$1,318,129.

If you have any questions, please contact me at (916) 419-7157.

Thank you,

Christian Margedant
Contract Analyst
California Department of Aging

