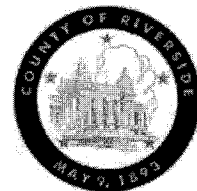


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.43
(ID # 4805)

MEETING DATE:

Tuesday, July 25, 2017

FROM : OFFICE ON AGING:

SUBJECT: OFFICE ON AGING: Approve and Ratify Fiscal Year 2017/18 Service Agreement between the Riverside County Office on Aging and Council on Aging - Southern California to provide Health Insurance Counseling and Advocacy Program (HICAP) services for the period July 1, 2017 to June 20, 2018, renewable annually for up to two (2) years, All Districts. [Total Cost: \$1,179,163] [Source of Funds: Federal: 39%, State: 61%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve, ratify and execute Agreement between Riverside County Office on Aging and Council on Aging - Southern California to deliver HICAP services for the period of July 1, 2017 to June 30, 2018, renewable annually for up to two (2) years; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, to sign Agreement Amendments, renewals and new agreements, which may include changes to the scope of work and to the budget based upon the available budgeted funding, that do not change the substantive terms of the agreement, as approved by County Counsel, through June 30, 2020.

ACTION: Policy


Anna L. Martinez

7/12/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 25, 2017
xc: OoA, Purchasing

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 | \$ 397,178 | \$ 409,148 | \$ 1,179,163 | \$ 0 |
| NET COUNTY COST | \$ | \$ | \$ | \$ |
| SOURCE OF FUNDS: Federal 39%, State 61% | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 2017/18 - 19/20 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Department of Aging (CDA) awards Federal and State Grant Funds to Area Agencies on Aging (AAA) to ensure the delivery of the Health Insurance Counseling and Advocacy Program (HICAP); the State Health Insurance Program (SHIP); and Medicare Improvements for Patients and Providers Act (MIPPA) services to California's older adult and disabled adult populations. Outreach and education in Riverside County are targeted to older adults and people with disabilities, who may or may not have dual eligibility for both Medi-Cal and Medicare coverage. Education in community settings along with offering counseling and advocacy in Medicare, Medi-Cal, and other insurance information and provides clarification to beneficiaries which help them understand the various coverage options available and how to navigate the health insurance obstacle to ensure the most appropriate care is achieved. The goal is to promote a single organized system of care by informing beneficiaries how to best coordinate the delivery of medical, behavioral health, long-term institutional care services, along with in-home and community-based services, as appropriate.

Impact on Residents and Businesses

Riverside County residents, who are over the age of sixty (60) or adults 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, to older adults and people with disabilities in Riverside County to help them better understand their insurance coverage options available. The outcome 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 the older individual or person with a disability to seek services from the most appropriate provider.

Contract History and Price Reasonableness

County Purchasing, on behalf of the OoA released RFP #OAARC-017 Office on Aging Senior Services 2016-2020 for the period July 1, 2017 to June 30, 2020. The notification of the RFP was sent to over thirty vendors, was advertised in newspapers, OoA's website and County

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

Purchasing's website. The proposals were evaluated by an evaluation team, who reviewed and evaluated the proposals. Each RFP response was evaluated based on the criteria set forth in the RFP: 1) applicant agency/qualifications of personnel, 2) outreach and publicity to target populations and service areas, 3) applicant service experience & adequacy of the service/program plan or methodology, 4) adequacy of the applicant's facilities and resources, 5) customer service, 6) volunteer experience, 7) technological requirements, and 8) cost effectiveness of applicant's service/program and comparability of the objectives in the proposal to the objectives specified in the RFP.

The only proposal received through the RFP process for HICAP services was from Council on Aging - Southern California, who has the expertise and knowledge in providing senior services and the proposal identified their requested service delivery area. The proposed rate to fulfill the delivery of service was appropriate and within industry standards for the service provision. The OoA recommends awarding a service agreement to Council on Aging - Southern California.

The service agreement performance period will begin July 1, 2017 and may be renewed for up to two (2) additional fiscal years. There are provisions for termination and non-renewal. The CDA Standard Agreement describes the requirements for service delivery. The services are reported, monitored and costs are billed monthly after the service has been delivered in accordance with the requirements. A year-end report is reconciled annually to review the cost appropriateness of service delivery, along with service goal achievements.

SUPPLEMENTAL:

Additional Fiscal Information

The FY 2017/18 - 2019/20 Service Provider Agreement between Office on Aging and Council on Aging - Southern California for HICAP services is for a total amount of \$1,179,163. The funding is for three fiscal years and distributed accordingly:

FY 2017/18: \$397,178

FY 2018/19: \$409,148

FY 2019/20: \$372,837

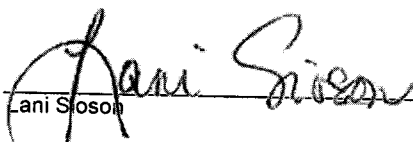
Total: \$1,179,163

There are sufficient funds in the OoA FY 2017/18 budget for the delivery of HICAP services. A budget adjustment is not needed and no additional County funds are being requested.

ATTACHMENTS:

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

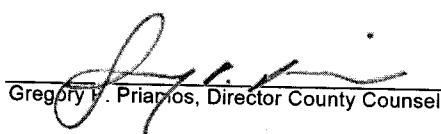
ATTACHMENT A. Service Provider Agreement between Riverside County Office on
Aging and Council on Aging - Southern California


Lani Soson

7/18/2017


Lisa Brandl, Director of Purchasing and Fleet Services

7/14/2017


Gregory V. Priamos, Director County Counsel

7/14/2017

Riverside County Office on Aging
Standard Agreement
OOA 2016-17

Riverside County Office on Aging
Standard Agreement
OOA 2017-2018

1. This Agreement is entered into between the County of Riverside

OFFICE ON AGING

and

COUNCIL ON AGING - SOUTHERN CALIFORNIA

2. This Agreement period of performance is:

July 1, 2017 to June 30, 2018 and may be renewed annually for up to two (2) years.

3. The maximum obligation awarded to the Service Provider through this Agreement is:

\$455,324

Four hundred fifty-five thousand, three hundred twenty-four even dollars

4. The parties agree to comply with the obligations as defined in the following documents, which are by this reference incorporated into the Agreement for services:

Authorized Signatory Form

Agreement Terms and Conditions

Exhibit A: Scope of Service

Exhibit B: Fiscal Provisions

Exhibit B.I: Service Provider Budget Allocation Summary

Exhibit C.I: Service Provider Budget Detail (HICAP)

Exhibit D: Insurance

Exhibit E: Community Focal Points

ATTEST:

KECIA HARPER-IHEM, Clerk

By

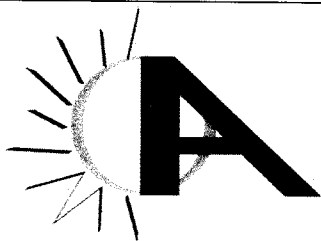
DEPUTY

IN WITNESS WHEREOF, this Agreement for services has been executed by an authorized agent of each party.

| SERVICE PROVIDER | COUNTY OF RIVERSIDE |
|--|---|
| Council on Aging Southern California | Office on Aging |
| Date Signed: <u>7/19/17</u> | Date Signed: <u>JUL 25 2017</u> |
| BY: <u>[Signature]</u> | BY: <u>[Signature]</u> |
| Printed Name: | Printed Name: <u>JOHN TAVAGLIONE</u> |
| Title: <u>Lisa Wright Jenkins</u> | Title: <u>CHAIRMAN, BOARD OF SUPERVISORS</u> |
| Address: <u>2 Executive Circle, Suite 175</u> <u>Irvine, CA 92614</u> | Address: <u>6296 River Crest Dr., Suite K</u> <u>Riverside, CA 92507</u> |

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE: 7/19/17
NEAL R. KIPNIS

JUL 25 2017 3.43



RIVERSIDE COUNTY OFFICE ON AGING

SERVICE PROVIDER AGREEMENT

Fiscal Year 2017/18 (FY17/18)

July 1, 2017 to June 30, 2018

Please review and approve Agreement by signing three (3) original signature pages.

Please obtain and return the following:

Three (3) original signature pages with one (1) Agreement document (electronic agreement okay), along with the Board of Director's approving Resolution or meeting minutes.

Insurance certificates (Exhibit D)

Contractor Confidentiality Form; and

Civil Law Certification Form.

Mandated Security Awareness Training Certificates of Completion. Training is available at www.rcaging.org under Provider Resources). Certificate to be maintained by provider until requested;

All documents will be mailed or hand delivered to our office:

Riverside County Office on Aging

Attn: Contracts Division

6296 River Crest Drive, Suite K

Riverside, CA 92507

If you have any questions or concerns, please contact our office:

Monday thru Friday: 8:00AM to 5:00PM (except Holidays) (951) 867-3800- Main

FY 2017-18 Schedule of Important Dates

| REQUIRED ACTIVITY | DUE DATE |
|---|--|
| Services Begin | July 1 |
| Monthly Financial & Service Reports (Technical Assistance available from Fiscal & Contracts Division) | Within 5 business days after the last service day of each month. Please send courtesy email to contracts division if claim or report will be late. |
| Program budget revisions and Yr. End Projections | March 15 |
| Equipment Inventory of all items purchased or partially purchased with agreement funds | September 30 |
| Services End | June 30 |
| Fiscal Year-End Closeout Report due | July 10 (Program budget revision & Yr. End Projections should be close to the actual budget for close out report) |
| Financial Audit (Independent audit to review for compliance to agreement terms.) | Within 90 days after June 30 |

AUTHORIZED SIGNATORY FORM:

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

Agreement/Amendments/Fiscal Year Closeout Report

Name: Miriam Boulger

Title: Director of Finance

Signature: Miriam Boulger

Phone: (714) 479-0107

E-mail address: mboulger@coasc.org

Mailing Address(if different): _____

Fiscal Documentation, Monthly Reimbursement Reports, Audits

Name: Miriam Boulger

Title: Director of Finance

Signature: Miriam Boulger

Phone: (714) 479-0107

E-mail address: mboulger@coasc.org

Mailing Address(if different): _____

Program Services, Program Reports

Name: Don Collins

Title: HICAP Director

Signature: _____

Phone: (714) 479-0107

E-mail address: dcollins@coasc.org

Mailing Address(if different): _____

Who is the designated Disaster Coordinator in the Event of a Disaster?

Name: Lola Ramos

Phone #: (909) 758-5787

In the event of an emergency, RCOoA may contact SERVICE PROVIDER Board Chairperson:

Name: Daryl YeeLitt

Phone #: (949) 310-7810

Mailing: 2 Executive Circle, Suite 175 Irvine, CA 92614

Email: dyeelitt@coasc.org

TERMS AND CONDITIONS

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Article I. AGREEMENT TERM

This Agreement for services is valid from **July 1, 2017 through June 30, 2018**, unless extended annually for an additional two (2) fiscal years as stipulated in RFP #OAARC-017. No work shall commence before the Agreement is approved by both parties. Any work performed prior to a fully approved Agreement is considered performed at risk and may not qualify for reimbursement or compensation. SERVICE PROVIDER agrees to comply with all requirements set forth. Reimbursement provisions are included in Attachment 1 to Exhibit B.

Article II. ASSURANCES AND CERTIFICATIONS

UNDER PENALTY OF PERJURY SERVICE PROVIDER CERTIFIES TO:

A. LAW, POLICY, LICENSE(S) AND CERTIFICATE(S):

Administer this Agreement and require any subcontractors to comply 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. Service provider shall keep in effect all licenses, permits, notices, and certificates that are required by law.

SERVICE PROVIDER 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."

B. LABOR BOARD RELATIONS:

No more than one, final un-appealable finding of contempt of court by a federal court issued against SERVICE PROVIDER within the immediate preceding two-year period because of SERVICE PROVIDER'S failure to comply with an order of a federal court, which ordered SERVICE PROVIDER to comply with an order of the National Labor Relations Board.

A. NONDISCRIMINATION:

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

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

The SERVICE PROVIDER 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 SERVICE PROVIDER shall, unless exempted, ensure compliance with the requirements of CA Gov. Code §11135 et seq., and 2CCR§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.¹

¹ [22 CCR § 98323]

3. California (CA) Civil Rights Laws

SERVICE PROVIDER shall ensure compliance with the requirements of CA Public Contract Code §2010 by submitting a completed CA Civil Rights Laws Certification prior to execution of this Agreement. The certificate is available from the Contracts Division of RCOoA.

The CA Civil Rights Laws Certification ensures SERVICE PROVIDER compliances with the Unruh Civil Rights Act² and the Fair Employment and Housing Act³, and SERVICE PROVIDER policies are not used in violation of CA Civil Rights Laws.

4. The SERVICE PROVIDER assures RCOoA compliance 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.⁴

B. DRUG-FREE WORKPLACE:

SERVICE PROVIDER hereby certifies compliance with Government Code Section 8355-8357 in matters relating to providing a drug-free workplace and will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. As required by Government Code Section 8355(c), provide every employee who works on behalf of this Agreement:
 - a. Will receive a copy of the organization's drug-free policy statement; and
 - b. Will agree to abide by the terms of the organization's statement as a condition of employment on the project or Award.

E. LOBBYING:

SERVICE PROVIDER certifies, to the best of his/her knowledge and belief, that:

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

² [CA Civ. Code § 51]

³ [CA. Gov. Code § 12960]

⁴ [42 USC 12101 et seq.]

modification of any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

F. COVENANT AGAINST CONTINGENT FEES:

SERVICE PROVIDER warrants that no person or selling agency has been or was employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. Breach or violation of this warranty, RCOoA has 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.

G. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:

1. The SERVICE PROVIDER certifies to the best of its knowledge and belief, that neither it nor its principals or subcontractors [45 CFR 92.35]:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or is involuntarily excluded from covered transactions by any federal department or agency.
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a 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 government entity (federal, State, or local) with commission of any of the offenses enumerated of this certification.
 - d. Have not within a three-year period preceding this application had one or more public transactions (federal, State, or local) terminated for cause or default.
 - e. Where the recipient of Federal/State assistance funds is unable to certify to any of the statements in this certification, SERVICE PROVIDER will attach an explanation to this contract.
2. Immediately report to RCOoA in writing any incidents of alleged fraud and/or abuse by either SERVICE PROVIDER or subcontractor. Maintain all records, documentation, and other evidence of fraud and abuse until otherwise notified. Cooperate with authorities and RCOoA in any investigation.

H. PAYROLL TAXES AND DEDUCTIONS:

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

I. CHILD SUPPORT OBLIGATIONS:

The SERVICE PROVIDER acknowledges and follows the Child Support Compliance Act as follows:

1. 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

2. 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.

J. CONFLICT OF INTEREST:

1. The SERVICE PROVIDER shall prevent employees, consultants or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business or other ties. In the event that RCOoA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RCOoA and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the SERVICE PROVIDER officers, agents or employees have family, business, or other ties, as 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 other applicants on a merit basis.
3. RCOoA reserves the right to disallow a request for reimbursement to pay the salary costs associated with one staff member who is being supervised by, or subordinate to, a family member. In the event that family members are co-equal within an agency, or when one family member is paid and one is not, sufficient internal controls must exist in order to prevent possible conflict of interest or financial improprieties.

K. SAME-SEX MARRIAGE:

Recognize any same-sex marriage legally entered into in a United States jurisdiction that recognizes same-sex marriage, whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. This does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Policies and procedures must be reviewed and revised as needed that interpret or apply statutory or regulatory references to such terms as "marriage", "spouse", "family", "household member", or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services (HHS) statutes, regulation, or policy transmittals interpreted to include same-sex spouses and marriages legally entered into as described herein.

L. WHISTLEBLOWER PROTECTIONS:

Adhere to 48CFR3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections", of the National Defense Authorization Act (NDAA) for Fiscal Year 2013⁵ and applies to this Agreement.

M. AIR OR WATER POLLUTION:

By signing this Agreement, the SERVICE PROVIDER is not:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. Found to be in violation of any provision of federal law relating to air or water pollution.

⁵ [Pub.L.112-239, enacted January 2, 2013]

Article III. DEFINITIONS

- A. "AAA" means the Area Agency on Aging awarded funds under an 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 an Agreement.
- B. "Administrative" and "Administration" means the general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not specifically listed under one of the subcategories of "facilities".
- C. "Area Plan" means Riverside County Office on Aging's 2016-2020 Area Plan, titled "The Changing Face of Aging" of Goals, Objectives and Service Unit Projections and annual Plan updates. The Area Plan is implemented upon review and approval by the Riverside County Advisory Council on Aging, received and filed by the Riverside County Board of Supervisors and approval by the California Department of Aging.
- D. "Agreement" means the Service Provider contract and all contents incorporated; Authorized Signatory Form, Awarded Proposal for #OAARC-017 - Senior Services 2017-2020, Terms and Conditions, Exhibit A - Scope of Service, Exhibit B - Fiscal Provisions; Exhibit B-1 - Service Provider Allocation Summary; Exhibit C - Service Provider Budget Detail; Exhibit D - Insurance; and Exhibit E - Community Focal Points (as applicable) and any amendments and renewals that may be issued.
- E. "Budget" means the allowable and reimbursable costs, which are necessary and allowable to deliver the service as required and identified in the awarded cost proposal and in Exhibit C - Service Provider Budget Detail. Budget details include; salaries and benefits, direct service delivery costs and administrative costs, not to exceed 10%. Exhibit B - Fiscal Provisions are the fiscal requirements for funding, budget, and payment. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- F. "Cal.Gov. Code" means California Government Code.
- G. "CA Pub. Con. Code" means California Public Contract Code.
- H. "CCR" means California Code of Regulations.
- I. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- J. "Confidential Information" and "Individual Identifying Information" and "personal identifying information" means a person's personal information that is to remain private and may include any combination of a service recipient's: name; along with number(s) used for social security, insurance, medical, Medi-Care or health insurance, State driver's license or identification, financial account or credit card; a symbol or other identifying characteristic assigned to the individual; such as a finger or voice, print or a photograph picture.
- K. "Contract Monitoring" means the review of service provider records, documents and processes to ensure compliance with appropriate laws and regulations. SERVICE PROVIDER will monitor subcontractors using the same requirements.
- L. "Elder Abuse" means the physical, mental, financial mistreatment, such as neglect and/or exploitation of any individual who is sixty (60) years in age or older.

- M. "Eligible Service Population" means Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility⁶ and the public at large who are eligible to receive HICAP community education services⁷. Other eligibility criteria is outlined in the HICAP Program Manual, MIPPA funding targets the low-income Medicare beneficiaries who access the Part D Low Income Subsidy (LIS/Extra Help) and Medicare Savings Programs (MSPs).
- N. "FA" means Financial Alignment, which is a funding source
- O. "HHS" means United States Department of Health and Human Services.
- P. "HICAP" means Health Insurance Counseling and Advocacy Program.
- Q. "Indirect Costs" means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved.
- R. "Individual with a Disability" means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990, who is not less than age 18 and not more than age 59.⁸
- S. "LEP" means Limited English Proficiency.
- T. "MIPPA" means Medicare Improvement Program Plan Administration and is a funding source for HICAP.
- U. "MMA" means Medicare Modernization Act 2005 augmentation of HICAP State funds⁹
- V. "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- W. "OAA" means Older Americans Act.
- X. "OTO" means One-Time-Only funding which is unexpended funds from the previous contract period or recovered from a fiscal audit determination and are a supplemental funding that must be spent or encumbered by June 30. These federal funds allocated by the Administration on Aging to CDA, who distributes these funds to the Area Agencies on Aging.
- Y. "Priority Service Population" means those who are eligible and are in the greatest economic or social need, along with those who are limited with the English language.
- Z. "Program Requirements" means the service delivery requirements as obligated through this Agreement and fulfill the federal requirements for services, which can be found in the; OAA (42U.S.C.3001-3058); Code of Federal Regulations 45CFR1321; California Code of Regulations 22CCR7700 et seq., Welfare and Institutions Code 9541, CDA Program Memoranda and RCOoA guidance.
- AA. "RCOoA" means the Riverside County Office on Aging.

⁶ WIC§9541(a), (c)(2)

⁷ WIC§9541(c)(1),(c)(4)-(6)

⁸ [42USC12102, OAA§372(a)(2)]

⁹ WIC§9797.5(h).

- BB.** "Service Provider" means the legal entity that submitted a proposal to provide specific services on behalf of the RCOoA and awarded an Agreement through a competitive bid process and agrees to the terms and conditions of this Agreement. Service provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions.
- CC.** "Service Recipient" means an individual over the age of 60 years or who is disabled and has Medicare, Medi-Cal or a private insurance plan, who is in need of information, counseling or advocacy with their plan.
- DD.** "Services" means Health Insurance Counseling and Advocacy Program Services (HICAP) and State Health Insurance Program (SHIP), which consists of education, counseling, advocacy services related to health insurance whether it's Medicare, Medi-Cal, or a private insurance plan.
- EE.** "SHIP" means the State Health Insurance Plan and is 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. With federal grants, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. SHIP is used interchangeably with HICAP.
- FF.** "Subcontractor Agreement" means a written contractual arrangement between Service Provider and Subcontractor to carry out a portion of the services and supported with funding from this Agreement.
- GG.** "Vendor" means an entity selling goods or services to Service Provider during the performance of the Agreement.

AGREEMENT ADMINISTRATION

In accordance with Riverside County Ordinance 459, the federal and state requirements for Procurement of Services, were followed. All elements of the Procurement Process including: Request for Proposal, awarded proposal, Background, Program/Financial Evaluation, and Award, as facilitated by the Purchasing Department, the Health Insurance Counseling and Advocacy Program (HICAP) is awarded to SERVICE PROVIDER.

A. APPROVAL:

1. SERVICE PROVIDER shall be a nonprofit entity. For-Profit Entities require approval from CDA prior to RCOoA making an award.
2. Submit written approval documentation for Board of Directors authorization to sign the Agreement, which supports the service provisions, as proposed and negotiated, in response to the competitive bid for senior services.
3. SERVICE PROVIDER has no authority or approval to enter into any Agreement or incur obligations on behalf of RCOoA.
4. Technical guidance regarding any Term and/or Condition of this Agreement will be obtained from RCOoA.

B. REVISIONS/MODIFICATIONS:

1. Any Revision/Modification to this Agreement shall be in a written Amendment signed by the authorized representatives of both parties. No oral understanding or agreement is binding by either RCOoA or SERVICE PROVIDER.
2. An Amendment is required to change the SERVICE PROVIDER'S legal entity name, address, maximum obligation, service provision(s) or any restrictions, limitations, conditions as specified herein, by an Act of Congress or the Legislature or as directed by the CDA.
3. RCOoA may determine SERVICE PROVIDER is considered "high risk" as described in 45 CFR 74.14 for non-profits. Upon such determination, SERVICE PROVIDER will be notified in writing, of any special conditions, accommodations, limitations, or restrictions.

C. SERVICE PROVISIONS:

1. Standards of Work:

The SERVICE PROVIDER shall perform Health Insurance Counseling and Advocacy Program (HICAP) services as appropriate and described in the awarded proposal, in accordance with applicable federal regulations, state laws and county requirements as specified in the Articles of this Agreement. The ultimate goal is to meet the requirements under OAA§301(a)(1)(a), to secure and maintain maximum independence and dignity in a home environment for the eligible service population, capable of self-care, with appropriate supportive and nutrition services. The service provision and budget requirements are, identified in Exhibits A-E. and shall be performed in accordance with accepted professional standards.

2. Staff and Volunteers:

- a. Maintain adequate staff, as required by governing federal, state laws and county requirements, to fulfill the service provision(s). The staffing requirements necessary for the successful delivery of the HICAP services may be further in Exhibit A-Scope of Service and at rates and amounts identified in Exhibit B.I-Budget Allocation Summary, as well as Exhibit C: Budget Detail.
- b. The name of the HICAP Program Manager will be submitted to RCOoA within twenty-five (25) days of initial employment.

- c. 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 expend services as broadly as possible.
- d. The HICAP Program Manager and/or designed representative shall attend all CDA required HICAP training sessions or conference, in order to maintain program knowledge efficiency, and competency¹⁰.
- e. Volunteers may also assist SERVICE PROVIDER in meeting service obligations. Procedures for acquiring, utilizing and retaining volunteers shall be separate from staff and subcontractors, yet may include similar requirements.
- f. As applicable to the specific service provided, staff and volunteers will maintain appropriate credentials, provide a current and valid license, pass background check, have experience and/or be otherwise qualified to perform and deliver the services.
- g. Staff, volunteer and subcontractor time, in hours, spent providing service(s) and service related activities shall be documented and reported as required and requested.
- h. Record(s) for each staff and/or volunteer shall contain proof of staff and volunteer mandated requirements as needed by the service(s) requirements and shall be maintained and retained by SERVICE PROVIDER.

3. Training/Education:

- a. Training and Education is required and may include but not be limited to; Safety regulations/precautions/actions, Elder Abuse Detection and Reporting requirements, Confidentiality of service recipient information (paper and electronic), information systems and data entry, Security Awareness, service related training, such as how to perform service task, document services, process requests.
- b. Within thirty (30) days of beginning services and annually thereafter, all staff, including volunteers, and subcontractors who handle personal, sensitive, and/or confidential information must complete Security Awareness Training. The module is located on CDA's website, www.aging.ca.gov.
- c. A staff and volunteer training plan shall be developed annually and include initial and ongoing education and training, as required by the service provision and by law.
- d. Additional staff training requirements specific to the service may be found in the Exhibit A-Scope of Service.
- e. Training may be provided on an individual basis or in groups. Certificates of completion for individuals who completed the CDA and other training(s) will remain on file and provided upon request. A sign-in sheet for group training is also acceptable documentation.
- f. Staff shall be available to the RCOoA or CDA for training and meeting(s).

4. Reporting Requirements:

- a. SERVICE PROVIDER will use Reporting Forms, along with other reporting measures, such as service data entry into the RCOoA information system, as described. Forms used for reporting will either be provided by RCOoA or developed by SERVICE PROVIDER and approved by RCOoA, as appropriate.
- b. Forms will be current, by periodically reviewing the contents for completeness, accuracy and relevancy of the information being collected. Updates to information collected such as service recipient information, demographic, program and/or financial information will be made as necessary. Changes made to RCOoA forms, will be communicated via electronic or written notice.
- c. Complete reports and back-up reporting documentation will be submitted, timely, as required or requested. Incomplete forms will be returned to the SERVICE PROVIDER for completion and will resubmit accordingly.

¹⁰ WIC§9541(f)(7)

- d. The Monthly Financial Report of Expenditures/Request for Funds, along with other service and performance reports shall be submitted to RCOoA by the 5th working day of each month following the service month end. SERVICE PROVIDER may be required to enter referral, assessment, service and/or client information into the information system used by RCOoA. Quarterly and/or annual reports will be submitted as required or requested.
- e. Additional reporting requirements, specific to the service being provided is included in the Exhibit A-Scope of Work. Additional fiscal reporting requirements are, identified in Exhibit A-Scope of Service.
- f. Reports may be submitted electronically or in the requested reporting format.
- g. SERVICE PROVIDER shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
- h. Failure to comply with Program and/or Fiscal reporting requirements will exclude SERVICE PROVIDER from eligibility to receive One-Time-Only funding.

5. Fiscal Year Closeout Report:

- a. The Fiscal Year Closeout Report covering July 1 to June 30 is required to be submitted annually, no later than July 10 and signed by a designated Authorized Signatory.
- b. The final Fiscal Year Closeout Report includes, but may not be limited to; actual accruals for any unpaid obligations; program expenditures and revenues, any corrections or adjustments necessary to bring the report into agreement with balanced general ledger; adjustments for prepaid expenses to be partially credited to the current fiscal year and charged to the following fiscal year, such as insurance premiums.

6. Interagency Cooperation:

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

7. Grievances:

- a. Grievances are complaints, unresolved issues, negative interactions/results experienced with service and/or service delivery. SERVICE PROVIDER must establish and maintain a written grievance process for service recipients to resolve complaints of negative situations in the delivery of service. Efforts to resolve the grievance topic/situation will be made. At a minimum, the grievance process will include:
 - 1) How to file a grievance, which may include a form and where to file a complaint;
 - 2) Time frames of the grievance process for review, investigation and written response;
 - 3) A statement in the written response that if grievant is dissatisfied with the results of the review, the next step is to submit a written appeal to the RCOoA;
 - 4) Confidentiality provisions to protect the privacy of the grievant and situation, as allowed by law. The minimum necessary information relevant to the grievance may be released during the investigation, review and response.
- b. The grievance process shall be posted and accessible in visible areas, as well as delivered by person or mail to homebound service recipients.
- c. The grievance process and/or forms will be available in the primary languages of service participants who communicate in another language.

- d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the SERVICE PROVIDER area of expertise or authority.

8. Monitoring, Assessment and Evaluation:

SERVICE PROVIDER shall develop, implement and maintain policies, procedures and processes for internal monitoring and evaluation of service delivery, as well as external through the input of the service recipients and accounting practices.

a. Service Recipient:

SERVICE PROVIDER shall maintain formal procedures for obtaining the views and opinions of the service recipients regarding the services they receive. Acceptable methods for requesting input may include: suggestion box, project council/advisory group, questionnaires, interviews or electronic survey. Suggestions to revise or modify program service and/or methods of service, as a result of the views/opinions and/or internal monitoring evaluation, will be submitted to RCOoA for approval prior to implementation. The RCOoA will also survey service recipients at least annually regarding the services they receive and may include a satisfaction with service survey.

b. Internal Procedures and Processes:

- 1) SERVICE PROVIDER quality standards, outcome goals, internal processes and/or other service delivery requirements shall be documented to ensure provisions of applicable federal/state/county requirements are being met. Monitoring criteria to assess and evaluate internal controls will be developed to ensure and confirm appropriate internal controls.
- 2) Self-Monitoring to evaluate service delivery requirements and standards are being met shall be conducted, as appropriate and periodically throughout the term of Agreement.

9. Disaster Planning:

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

- a. Designate an Emergency Services Coordinator and Alternate and submit a Disaster Assistance Form/CDA 42, available on our website at <http://www.RCaging.org>.
- b. Develop and maintain a Disaster Plan. A template for a plan is available at [https://www.aging.ca.gov/ProgramsProviders/AAA/Disaster Preparedness/](https://www.aging.ca.gov/ProgramsProviders/AAA/Disaster%20Preparedness/). The plan should be reviewed annually, revised as needed, and available for review.

E. DOCUMENTS & RECORDS:

1. General Requirements:

- a. Documents and records developed, utilized, and required for successful delivery of services through this Agreement will be made available for review, inspection, monitoring and/or audit at appropriate times during and/or after the Agreement ends.
- b. Documents and records necessary in the delivery of services funded through this Agreement, will be made available for inspection and audit by RCOoA and/or State authorized agents, at any time during normal business hours.
- c. A procedure to process requests for documents, records, confidential information or other information shall be maintained and may include notification to RCOoA of certain requests received and/or processed.
- d. Records and information requests from RCOoA shall be processed within 10 working days of the request.
- e. SERVICE PROVIDER shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures and press releases.
- f. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
- g. Complete, auditable records of service delivery, expenditures and other information relating to the services

provided will be maintained and retained.

2. Record Retention:

Retention schedules provide specific times of when documents are allowed/authorized to be destroyed. The appropriate retention schedules will be adhered to for the records and documents acquired in the delivery of service(s). Records Retention Schedules for the documents and records contained herein include:

- a. As required by statute, law, regulation or other authority.
- b. Until authorized in writing by RCOoA, that the documents/records are no longer required after an audit has been completed and the audit resolution is satisfied.
- c. For longer period as is required by applicable statute or if notified by RCOoA or the state.
- d. In conjunction with the record retention schedule of RCOoA.
- e. In the event of any litigation, claim, negotiation, audit exception, or other action, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of RCOoA and stated in writing.
- f. If the allowance of expenditures cannot be determined because records or documents are non-existent or inadequate, the expenditures will be questioned and may be disallowed by RCOoA.
- g. After the retention period has expired, confidential documents, records, information shall be shredded or destroyed in a manner that will maintain confidentiality.

3. Rights in Data and Materials:

- a. Materials produced and funded through this agreement shall not be published, transferred or sold without the written consent of the RCOoA. Consent shall be given or denied after the written request is received by the RCOoA. A copy of the material for review should be submitted with the request.
- b. This subsection is not intended to prohibit SERVICE PROVIDERS from sharing information as authorized by the service recipient, as allowed by law, or provide summary program information that contains no confidential information.
- c. Materials published shall:
 1. State that, "The materials or product were a result of a project funded through RCOoA";
 2. Give the name of the entity, the address and telephone number at which the supporting data is available; and,
 3. Include a statement that, "The conclusions and the opinions expressed may not be those of the State and/or RCOoA", and where applicable, "The publication may not be based upon or inclusive of all raw data."

4. Copyright:

- a. The material(s) required for the service delivery and funded by this Agreement is subject to copyright. The State or RCOoA reserves the right to copyright such material and the SERVICE PROVIDER agrees not to copyright such material. Permission to copyright material is requested through the Director of RCOoA. The Director shall consent to or give the reason for denial, in writing.
- b. If the material is copyrighted by the state or by RCOoA, either agency 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.
- c. SERVICE PROVIDER certifies it has appropriate systems and controls in place to ensure Federal, State or County funds will not be used for the acquisition, operation, or maintenance of computer software or other copyright material in violation of copyright laws.

5. Non-Disclosure, Confidential Data, Records and Systems Security:

The SERVICE PROVIDER, and its subcontractors and vendors, shall adhere to the following:

- a. Service Provider shall have in place operational policies and 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; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets, 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
- b. "Confidential Information" also referred to as, "Individual Identifying Information", may be collected in the delivery or evaluation of services. Individual identifying information may include any combination of a service recipient's: name; along with number(s) used for social security, insurance, medical, Medi-Care or health insurance, state driver's license or identification, financial account or credit card; a symbol or other identifying characteristic assigned to the individual; a finger or voice, print or picture. Protected Health Information including medical diagnosis, treatment or prescriptions, assessment and counseling is also confidential, in addition to client-attorney privilege. Such identifying information may not be used for any purpose other than carrying out the service obligations.
- c. Personal, sensitive, and confidential information will be protected from inappropriate/unauthorized access/disclosure in accordance with applicable federal, state, county laws, regulations and policies.
- d. Protect from unauthorized disclosure confidential, sensitive and/or personal identifying information such as, names and other identifying information of service recipients.
- e. SERVICE PROVIDER shall not, except as otherwise specifically authorized by the service recipient or required by this Agreement, court order, law or regulation, disclose any identifying information obtained under the terms of this Agreement to anyone for any purpose other than carrying out the obligations under this Agreement. Service recipient may not be asked to give a blanket authorization or sign a blank release. SERVICE PROVIDER shall not accept such blanket authorization from any service recipient.
- f. Policies to protect, maintain and preserve confidential information collected from service recipients shall be in place. Reasonable actions to prevent unauthorized access to confidential information kept in files or electronically will include storage in a secured environment with limited access or keeping files locked and requiring log-in procedures when accessing computer systems.
- g. SERVICE PROVIDER agrees to comply with the privacy and security requirements of Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements.

6. Security Incident Reporting:

A "security incident" occurs when confidential information is accessed, modified, compromised, destroyed, or disclosed without proper authorization or is lost/stolen. SERVICE PROVIDER must report all security incidents to RCOoA immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to RCOoA, within five (5) business days from the date the incident was detected. Notification of the security breach will be sent to the service recipients.

- a. Notice must be given immediately to any service recipient whose personal information could have been breached.
- b. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

E. ACCESS:

1. Access will be provided to RCOoA, the Bureau of State Audits, the Comptroller General of the United States, or any duly authorized federal and State representatives to any books, documents, papers, records and electronic files of the SERVICE PROVIDER for the purposes including but not limited to; an audit, examination, inspection, investigation, or litigation.
2. Permit RCOoA access to its premises and/or facility(ies), upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with service provisions and/or audit requirements including, but not limited to GC 8546.7 et seq.

F. AUDIT REQUIREMENTS:

1. The SERVICE PROVIDER expending more than \$750,000 in federal funds within the Agreement year shall arrange for and provide RCOoA with an audit as required by the Single Audit Act of 1984, Public Law 98-502, Single Audits Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133. To meet the requirements of OMB Circular A-133 the audit shall be: 1. Performed timely—within 30 days after the receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; 2. Properly procured—use procurement standards provided for in OMB Circular 133 and provide maximum opportunities to small and minority audit firms; 3. Performed in accordance with Government Auditing Standards—shall be performed by an independent auditor and be organization-wide; 4. All inclusive—includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of the Agreements; and the schedule of findings and questioned costs; and 5. All audits shall be performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement. All audits must be performed by either: (1) the appropriate audit branch for a governmental agency; or (2) an independent Certified Public Accountant. The cost of this audit may be charged against federal grants. A copy of the Audit Report must be submitted to the:

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

2. A SERVICE PROVIDER expending less than \$750,000 in federal funds is not required to obtain an audit and is thereby exempted from filing under OMB Circular A-133, Subsection. 200(d), and should obtain a standard financial audit. The cost of this audit cannot be charged to the grant awarded by RCOoA. This audit shall be received at RCOoA within 90 days after the end of the fiscal year. Should SERVICE PROVIDER not be able to submit this audit with the time requested, an extension must be obtained in advance from RCOoA.
3. SERVICE PROVIDER assures RCOoA that all subcontractors are audited as required by State and federal law.
4. Subcontractor shall be required to include in its contracts with the auditors selected by subcontractors that the auditors will comply with all applicable audit requirements/standards. SERVICE PROVIDER shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the SERVICE PROVIDER performed an independent expense verification review

(alternative procedures) of the subcontractor in making a determination; whether audit findings were issued and how findings were resolved.

5. The audit timeframe shall include the period of performance of this Agreement. If SERVICE PROVIDER is not on the same fiscal year (July 1-June 30) as RCOoA, a reconciliation and supplementary information, prepared by the same certified public accountant, who performed the audit, so accounts can be reconciled to the Agreement. Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.
6. RCOoA shall have access to all audit reports and supporting work papers of the SERVICE PROVIDER and subcontractors.
7. Where the SERVICE PROVIDER engages an independent auditor, the SERVICE PROVIDER shall provide a clause for permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the performance of this Agreement. Maintaining such independent audit records shall be for a period of three (3) years after final payment under the Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer
8. The SERVICE PROVIDER shall cooperate with and participate in any audit or review which may be required by RCOoA.
9. Failure to comply with Audit requirements will exclude SERVICE PROVIDER from eligibility for One-Time-Only (OTO) funding, and other sanctions may also be imposed.
10. Authorized RCOoA representatives have the right to monitor, assess, and evaluate the SERVICE PROVIDER'S administrative, fiscal, and program performance controls. Monitoring, assessment, and evaluation may include, but is not limited to, administrative, fiscal and program processes, policies, audits, inspections of service(s) premises, inspection of food preparation sites, interviews of project staff, and participants.
11. SERVICE PROVIDER shall cooperate with RCOoA in the monitoring, assessment, and evaluation processes, which includes making any administrative program and fiscal staff, available during any audit review.
12. SERVICE PROVIDER shall, upon request, make available client participation records and fiscal records which confirm all data contained in Monthly Performance and Monthly Financial Report (MFR). SERVICE PROVIDER is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreements, monitoring reports, and all other pertinent records until a CDA audit of RCOoA has been completed and an audit resolution has been issued. The information shall be maintained in an organized manner.

Article IV. GENERAL REQUIREMENTS

A. PROPERTY/EQUIPMENT:

1. Acquisition and Use:

- a. Unless otherwise provided for in this Article, property refers to all assets, equipment which also includes tangible and intangible items used to perform services in accordance with this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools and tangible items.
- b. Purchases of property and equipment shall ensure appropriate purchasing practices are followed.
- c. Property with the following criteria are subject to reporting requirements:
 - 1) Has a normal useful life of at least one (1) year;
 - 2) Has a minimum unit acquisition cost of \$500 (e.g., a desktop or laptop setup, including all peripherals, is considered a unit, if purchased as a unit; and
 - 3) Is used to conduct business under this Agreement.

- d. Intangible items lack physical substance but give valuable rights to the owner may also be used to fulfill Agreement obligations. Examples of intangible property include patents, copyrights, leases and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
- e. SERVICE PROVIDER shall use the electronic version of form CDA 32: Report of Property Furnished Purchased with Agreement Funds to report inventory with the following information when acquired and disposed of on behalf of RCOoA:
 - 1) Date acquired OR disposed
 - 2) Property description (include make and model number)
 - 3) CDA/RCOoA Tag Number
 - 4) Serial Number (if applicable)
 - 5) Cost of acquired property OR disposed value
 - 6) Fund Source
- f. 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.
- g. Property and equipment acquisition shall follow appropriate purchasing guidelines, which include competitive bidding and/or pricing when acquiring property and equipment.

2. Computer Requirements:

SERVICE PROVIDER must have at least one computer and one back-up, with sufficient space, size, internet connection and log-in capability to meet Agreement reporting requirements.

a. Encryption of Computing Devices

SERVICE PROVIDER is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices and/or electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).

b. Software Maintenance

SERVICE PROVIDER shall regularly apply security patches and upgrades in a timely manner and keep anti-virus software up-to-date on all systems to which State data may be stored or accessed.

c. Electronic Backups

SERVICE PROVIDER shall ensure that all electronic information pertaining is protected by performing regular backups of automated files and databases, and ensure the availability of information for continued business. Back-up shall be encrypted.

3. Disposal of Property:

- a. Written approval from CDA, requested through RCOoA, is required before the disposal of property. Disposal of any item with a unit cost of \$500 or more through sale, trade-in, transfer to another agency, discarding, salvage, etc. may not occur until written approval is received. SERVICE PROVIDER shall complete and submit to RCOoA the electronic form CDA248: Request to Dispose of Property prior to disposition of any property acquired by the SERVICE PROVIDER with funds from this Agreement or any predecessor Agreement. Upon approval of disposal request, the item(s) shall be removed from the Contractor's inventory report.
- b. SERVICE PROVIDER must remove all confidential, sensitive, or personal information from RCOoA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.

4. Additional Property Requirements:

- a. Property will be utilized for the purpose for which it was intended under the Agreement. When no longer needed for that use, property may be returned to RCOoA or disposed of as agreed upon by both parties.
- b. Property and/or equipment may be shared or utilized by other programs, upon written approval of RCOoA.
- c. Failure to comply with updating inventory list or form CDA 32 will prevent SERVICE PROVIDER from eligibility for One-Time-Only funding.
- d. RCOoA reserves the title to all RCOoA 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 parties.
- e. Exercise due care in the use, maintenance, protection and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until SERVICE PROVIDER has complied with all written instructions from RCOoA regarding the final disposition of the property.
- f. SERVICE PROVIDER shall notify RCOoA within twenty-four (24) hours, by telephone, followed by written report, of any loss, destruction, or theft of such property to RCOoA (if such damage has been a result of a crime, please notify the Police Department immediately). SERVICE PROVIDER shall submit an incident report to RCOoA, with the following information:
 - 1) Form CDA 32, with the damaged property highlighted;
 - 2) Date and description of the incident and/or copy of the Police Report;
 - 3) Description of disposal of damaged property and how it was used, if applicable; and
 - 4) Description of how property will be replaced and cost of replacement, if known.
- g. Equipment or supplies acquired with Agreement funds are not for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- h. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the SERVICE PROVIDER dissolution, specific written instructions shall be given to the SERVICE PROVIDER.

B. FACILITY CONSTRUCTION OR REPAIR (TITLE III ONLY)

1. Construction or repair of facilities, as allowed, shall comply with the provisions contained in the following provisions:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3);
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5);
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, and 8); and
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. SERVICE PROVIDER shall not use payment for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law.
3. If funding for construction is provided and non-construction activities are warranted, the SERVICE PROVIDER must obtain prior written approval making any fund or budget transfers between construction and non-construction.
4. Agreements in Excess of \$100,000: If funding provided herein exceeds \$100,000, the SERVICE PROVIDER shall comply with all applicable orders or requirements issued under the following laws:
 - a. Clean Air Act, as amended (42 USC 1857);
 - b. Clean Water Act, as amended (33 USC 1368);
 - c. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.);
 - d. Environmental Protection Agency Regulations (40 CFR, Part 15, and Executive Order 11738); and

- e. Benefits for Domestic Partners (Public Contract Code Section 10295.3).

C. HARMLESS/INDEMNIFICATION:

SERVICE PROVIDER shall indemnify and hold harmless the County of Riverside, its departments, agencies and districts including their officers, employees and agents (collectively "County Indemnitees"), from any liability, claim, damage or action based or asserted upon any act or omission of SERVICE PROVIDER, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. SERVICE PROVIDER shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, County Indemnitees, in any such action or claim. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SERVICE PROVIDER obligations to indemnify and hold harmless County Indemnitees.

D. SUBCONTRACTOR AGREEMENTS:

1. SERVICE PROVIDER shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists, SERVICE PROVIDER shall follow the procurement requirements to secure the relationship. A Subcontract with a for-profit organization shall obtain the approval of RCOoA.
2. SERVICE PROVIDER shall require the Assurances and Certifications in the award documents for subcontracts and contain language of Agreement to comply with all Federal, State and County requirements. All applicable requirements of this Agreement shall also be a requirement of subcontractor.
3. SERVICE PROVIDER is responsible for subcontractor responsibilities and will ensure the service deliverables are being met including to fulfill all of the obligations of this Agreement.
4. Copies of subcontractor agreements, interagency cooperation arrangements, Memorandums and/or Letters of Understanding shall be maintained and available to RCOoA for review upon request.
5. SERVICE PROVIDER shall monitor subcontractor(s) to ensure compliance with the service provisions and other requirements included in this Agreement, including insurance requirements.
6. Notification of any changes to subcontractors or subcontracted services shall be sent to RCOoA.
7. Agreement funds shall not be obligated for services beyond the ending date.

E. APPEAL/DISPUTE RESOLUTION PROCESS:

1. In the event of inconsistency between the Articles, attachments, or provisions, which constitute this Agreement, the following order of precedence shall apply:
 - a. The Older Americans Act Amendments of 2006 (OAA as amended);
 - b. Other applicable Federal statutes and their implementing regulations;
 - c. Older Californians Act;
 - d. Title 22 CCR § 7000 et. seq.;
 - e. Terms and Conditions, and any amendments thereto;
 - f. Scope of Service;
 - g. All other Exhibits incorporated herein by reference; and
 - h. Program memos and other guidance issued by CDA.
2. 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 the Agreement have full force and effect.
3. In the event of an Agreement dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a. The SERVICE PROVIDER shall first discuss the problem informally with the appropriate RCOoA Program Manager or Fiscal staff. If the problem is not resolved, SERVICE PROVIDER may, within fifteen (15) working days of the failed attempt to resolve the dispute with the Manager or staff, submit a written complaint, with any evidence to the Director of RCOoA. The complaint must include the disputed issues, the legal authority/basis for each issue, which supports the SERVICE PROVIDER'S position and remedy sought. The Director of RCOoA shall, within fifteen (15) working days after receipt of the written complaint make a determination on the dispute and issue a written decision and reasons. Should the SERVICE PROVIDER disagree with the decision of the Director, the SERVICE PROVIDER may appeal the decision to the CDA Deputy Director.
- b. SERVICE PROVIDER appeal must be submitted in writing within ten (10) working days from the date of receipt of the decision of the RCOoA Director; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents.
- c. Costs associated with the appeal process, such as an administrative or court review are not reimbursable.
- d. SERVICE PROVIDER will continue with the responsibilities under this Agreement during any dispute.
- e. Contract resolution must occur within 15 months of the contract closeout.

F. Notices:

1. Any notice as required by this Agreement or by law is considered successful when delivered; in person, by mail (registered/certified, overnight, postage prepaid, return receipt requested) with a trackable delivery, as appropriate, and in some cases electronically.
2. Notices delivered in person or by mail, as described above will be addressed as follows:

RCOoA

Riverside County Office on Aging
Attention: Contracts Office
6296 River Crest Drive, Suite K,
Riverside, CA 92507

Notices sent to SERVICE PROVIDER will be addressed as indicated on the coversheet of this Agreement or Authorized Signatory Form, as appropriate.

Article V. TERMINATION

- A. This Agreement may be terminated by either party, in whole or in part, during any time of the Agreement period of performance, upon a sixty (60) day written notice to the other party without cause.
- B. Termination shall be effective immediately in the case of threat to life, health or safety of the public.
- C. RCOoA may terminate Agreement obligations and be relieved of the payment of any consideration to the SERVICE PROVIDER in the event of:
 1. A violation of the law or failure to comply with any condition of this Agreement;
 2. Inadequate program performance or failure to make progress so as to endanger performance of this Agreement;
 3. Failure to comply with Fiscal and Program reporting requirements including audits;

4. Evidence that the SERVICE PROVIDER is in such an unsatisfactory financial condition as determined by RCOoA, which includes the loss of other funding sources, as to endanger performance of this Agreement;
 5. Delinquency in payment of taxes or the costs of performance of this Agreement in the ordinary course of business;
 6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the SERVICE PROVIDER'S property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against the SERVICE PROVIDER;
 7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the SERVICE PROVIDER'S assets or income;
 8. The filing of bankruptcy;
 9. Finding of debarment or suspension;
 10. SERVICE PROVIDER'S organizational structure has materially changed;
 11. Failure to comply with RCOoA insurance requirements; and/or
 12. Suspended program operations for more than (3) consecutive months in any budgeted year, unless permission has been granted in writing by RCOoA.
- D. Upon Notice of Termination to the SERVICE PROVIDER of the action being taken, the reason for such action, any conditions (such as, but not limited to, transfer of clients, care of clients, resource documents, inventory of and disposition of property, return of unspent funds, etc.), the date upon which termination becomes effective, and a final date for which a claim for payment may be submitted to RCOoA. Said notice shall also inform the SERVICE PROVIDER of its right to appeal such decision to RCOoA and of the procedure for doing so. After the notice of termination has been received, SERVICE PROVIDER shall cease providing services, as described and on the date provided in the Notice of Termination.
- E. After receipt of a Notice of Termination, submit to RCOoA a termination claim, in the form and with certification described by RCOoA. All costs to RCOoA shall be deducted from any sum due the SERVICE PROVIDER, under this Agreement, and the balance, if any, shall be paid to the SERVICE PROVIDER. Upon failure of the SERVICE PROVIDER to submit a termination claim within the time allowed in the notice of termination, RCOoA may, on the basis of information available, pay the amount, if any, which it determines due to the SERVICE PROVIDER.
- F. Upon receipt of Notice of Termination, no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement.
- G. SERVICE PROVIDER will notify RCOoA immediately of any intent to discontinue existence of the entity or to bring an action for dissolution.

**EXHIBIT A
SCOPE OF SERVICE**

FY 2017/18

HICAP (Health Insurance Counseling and Advocacy Program)

MIPPA (Medicare Improvement for Patients and Providers Act)

SHIP (State Health Insurance Plan)

California Coordinated Care Initiative/FA (Financial Alignment)

COUNCIL ON AGING – SOUTHERN CALIFORNIA

I. GENERAL PROGRAM REQUIREMENTS:

In 1996 legislation, AB 2800--Chapter 1097, known as the Mello-Granlund Older Californians Act, replaced the former codes with updated statutes - Welfare and Institutions Code, Section 9541. The Legislature, in adopting this law, declared that the purpose of the HICAP is to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy regarding Medicare, private health insurance, and related health care coverage plans, on a statewide basis, while preserving the integrity of service.

The HICAP is governed by federal statutes and Acts, State laws, regulations, and by Program Manuals issued and periodically updated by the California Department of Aging and disseminated by the Office on Aging. Federal guidelines emanate from the annual grant renewal process of the Centers for Medicaid and Medicare Services (CMS). State law is contained in W&I Code, Section 9541 and sections of the Older Californians Act.

Administrative, operational, and training standards can be found in the HICAP Program regulations, the HICAP Program Manual, and the HICAP Field Training Handbook.

II. SCOPE OF SERVICES:

- A. Services will be provided as required by regulations, described in the awarded proposal and as stated herein.
- B. HICAP services will include delivering 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.
- C. Service Provider shall submit electronically the HICAP budget, along with the annual updates by April 30.
- D. SHIP services will offer one-on-one support 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.
- E. A Program Manager shall be assigned and have oversight to the delivery of the HICAP services and budget. The Program Manager shall:
 - 1. manage the program at least thirty-two (32) hours per week;
 - 2. Has sole authority to recommend persons for HICAP Counsel for registration, to file industry complaints, and to refer HICAP clients to legal services.

3.

- F. Have available and conduct training, to counselors and volunteers, the latest information regarding outreach to the various communities as well as in Inyo/Mono Counties, regarding the various health plans to which the target population
- G. Service Provider must use a referral and intake form(s) provided by CDA or approved by Riverside County Office on Aging (RCOoA), for each new client served, and take appropriate measures to provide, refer, or coordinate the necessary services as warranted by the intake form. A copy of this form must be maintained on file and made available for review. The RCOoA Intake Form can be found at www.rcaging.org or by contacting RCOoA.
- H. Service Provider will coordinate program services, as appropriate, with other senior service(s) providers in the community, i.e., transportation, housing, health providers, churches, civic groups, etc. near the client or will otherwise refer an individual to the Office on Aging for further assessment and information and resources.
- I. A Standard HICAP work week of when business is open shall be five (5) days a week, Monday through Friday, at least 9 a.m. to 4 p.m., except holidays. During these times individuals seeking service shall be served, as appropriate.
- J. Telephone access by the public shall be during normal business hours, Monday through Friday, 9 a.m. through 4 p.m. In the even that clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message, and return telephone number with an answering service or answering machine. Messages will be returned within two (2) business days.
- K. Use the SHIP Logo and Tagline on all HICAP publications, including websites. 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".
- L. Progress toward compliance with the federal Volunteer Risk and Program Management project will be made.
- M. A monthly email will be sent to RCOoA by the 15th of each month verifying the review and approval of data for the reporting periods.

III. TARGET POPULATION:

The Eligible Service Population for Title IIIB includes a Riverside County, Inyo or Mono County resident, who is an adult family member, or another individual, who is an informal provider of in-home community care to an older individual; an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction; and, to grandparents or older individuals, who are relative caregivers caring for children with severe disabilities.¹

¹[OOA §302 (3)]

The Eligible Service Population for HICAP funding includes Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility², and the public at large to receive HICAP community education services.³

The Priority Eligible Service Population includes the eligible service population who are in the greatest financial and social need and/or are limited with the English language.

IV. TARGET SERVICE AREA(s) (SA):

- A. HICAP services will be offered to the target population in Riverside County Service Areas 1-11 (SA 1-11), as well as PSA 16 (Inyo and Mono Counties) and will be administered from the Inland Empire regional Office located in Rancho Cucamonga, with multiple points of service delivery throughout the service area, including partner agency locations in Riverside County. The HICAP will target the following SAs:

Service Provider will outreach to serve and/or involve members of target population groups appropriate HICAP services will be provided to clients residing in the County of Riverside (PSA 21) and Counties of Inyo and Mono, also known as Eastern Sierra Area Agency on Aging for Planning and Service Area 16 (PSA 16).

SA1: Corona/Norco/Eastvale; Coronita, El Cerrito, Home Gardens, Mira Loma, Temescal Valley, Lake Mathews

SA2: Riverside/Jurupa Valley; El Sobrante, Glen Avon, Highgrove, Pedley, Rubidoux

SA3: Moreno Valley/Perris; Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview

SA4: Menifee/Winchester/Lake Elsinore; includes Homeland, Canyon Lake, Romoland, Warm Springs, Sun City, Quail Valley, Lakeland Village

SA5: Murrieta/Temecula/Wildomar; includes; Aguanga, Anza, French Valley, Lake Riverside

SA6: Banning/Beaumont/Calimesa; Cabazon, Cherry Valley

SA7: Hemet/San Jacinto; East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista

SA8: Desert Hot Springs/Palm Springs/Cathedral City; Desert Edge, Garnet, Sky Valley, Thousand Palms, Whitewater

SA9: Rancho Mirage/Palm Desert/Indian Wells; Desert Palms

SA10: La Quinta/Indio/Coachella; Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Vista Santa Rosa

SA11: Blythe; Desert Center, Ripley, Mesa Verde

V. SERVICE AND SERVICE OBJECTIVES:

² [W&I§9541(A),(C)(2)]

³ [WIC §(C)(1), (C)(4)-(6)]

- A. Ensure statutory provisions of the HICAP (W&I Code, Section 9541) are met and services provided in accordance with all applicable law, regulations, and the HICAP Program Manual as issued by the California Department on Aging (CDA) and in any other subsequent program memos, provider bulletins or similar instruction issued.
- B. Maintain and distribute the most current HICAP Program Manual and related Department requirements so that all HICAP Counselors and responsible persons have ready access to standards, policies, and procedures. Additionally, all Counselors shall be provided the latest HICAP Counselor Handbook.
- C. Provide notice within five (5) days to RCOoA of any changes to the program or changes in the status of Service Provider 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.
- D. Submit the name of the HICAP Program Manager to RCOoA within twenty-five (25) days of initial employment.
- 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 the state law and the HICAP Program Manual.
- F. Provide a disclosure statement to clients needing counseling prior to beginning the counseling services, as prescribed by CDA in the HICAP Program Manual.
- G. Provide a community education campaign designed to inform the public about Medicare, Medicare Supplement and long-term care insurance options, Medicare Advantage plans and related health care plans, and insurance topics.
- H. 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 Manual.
- I. The Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences conducted each fiscal year.
- J. Program information and support documentation shall be submitted as instructed for the development of reports. Enter data into the State HICAP Automated Reporting Program (SHARP) in accordance with CDA. Data must be timely, complete, accurate, and verifiable.
- K. Provide timely input to the State HICAP Office of any required reports.
- L. Maintain the minimum performance requirements as stated in the current and approved Area Plan Service Unit Plan (SUP). Program will be notified of new performance new performance requirements through RCOoA or CDA Program Memo.
- M. Ensure processes are in place to provide program evaluation and quality assurance, such as client satisfaction surveys and questionnaires.

- N. 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. Legal services shall comply with the following:
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 plans⁴.
 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans.
 4. HICAP legal representation service 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 a referral.
 5. The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

⁴ WIC§5941(c)(3)

EXHIBIT B: FISCAL PROVISIONS

Funding awarded under this Agreement is made available under the applicable provisions of the Older Americans Act and Amendments, Title III and/or Title VII, ACL, Welfare and Institutions Code, Older Californian's Act and by California Department on Aging Agreement appropriations. Funding awarded is summarized in Exhibit B.I and identifies the maximum obligation of each service, the unit of measurement, the associated rate, the amount of expected units to be delivered and associated Project Grant Codes. The funding detail is in Exhibit C and is the projected expenditures necessary to meet the expectations of the contracted service(s). Additional services provided will include a corresponding provider budget detail which will be attached and identified as EXHIBIT C.I, C.II, C.III, and so on.

A. BUDGET AND BUDGET REVISION:

1. EXHIBIT C - SERVICE PROVIDER Budget Detail itemizes the budget appropriation categories, line item descriptions of reimbursable costs and includes unit rates, quantity and totals for each service.
2. The budget detail includes, at a minimum, the following budget appropriations (budget/cost categories) & reimbursable line item descriptions, allowable under this Agreement:
 - a. Salaries and Benefits:
 - i. Staff costs – includes a monthly, weekly, or hourly rate, as appropriate and classification title, along with the percentage of time associated to service & related training
 - ii. Fringe Benefits
 - b. Operating Expenses (Direct costs):
 - i. Office Supplies
 - ii. Contractual (subcontract) costs
 - iii. Rental (specify cost per square foot and total square feet)
 - iv. Equipment necessary to successfully deliver service(s)
 - v. Any travel¹ within California (outside the State of California requires prior approval)
 - vi. A detailed list of other operating expenses
 - c. Administrative Costs (Indirect costs):
 - i. Costs are limited to 10% of the direct service cost, unless provider has an accepted negotiated rate accepted by all Federal awarding agencies²
 - ii. Indirect costs shall be associated with an approved indirect cost rate or allocation plan documenting the methodology used to determine indirect costs; and
 - iii. Indirect costs exceeding 10% may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and VII only).
3. Changes to line item amounts within a Cost Category may be made, subject to the following conditions:
 - a. For Titles III-B, C, D, and E the Cost Categories are:
 - i. Personnel Costs
 - ii. Travel/Training
 - iii. Equipment

¹ Travel in Operating expenses includes: Airfare, Hotel, Meals, Mileage, Rental, incidentals (Staff time will be staff costs).

² [2CFR200.212(c)(1),(f)][45CFR75.414(c)(1),(f)]

- iv. Consultants
- v. Other Costs
- vi. Indirect Costs
- b. Title C has two additional Cost Categories:
 - a. Catered Food
 - b. Raw Food
- c. Approval from RCOoA is required before making a change of 20% or greater and is \$1,500 or more in any Budget Category.
- d. The SERVICE PROVIDER will maintain a written record of all budget changes and clearly document Budget Category changes. The record shall include the date of the transfer, the amount, and the purpose and shall be submitted electronically to RCOoA on Form A1: Narrative Justification for Budget Revisions for approval.
- e. A Budget and/or proposed budget shall be submitted to RCOoA any time as indicated or requested by RCOoA.
- f. The final date to submit budget a revision request for the current fiscal year is March 15 unless otherwise specified by RCOoA.

B. AVAILABILITY OF FUNDS:

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

C. ONE-TIME-ONLY (OTO) FUNDS:

1. SERVICE PROVIDER with a current existing Agreement with RCOoA is eligible to receive OTO funds. OTO funds are distributed amongst providers who already receive funds from the OTO source of funding. OTO funds are non-transferable between funding sources and must only be used in the program to which it was allocated.
2. Title III and Title VII Programs may use One-Time-Only funds for the following purposes:
 - a. The purchase of equipment to enhance the delivery of services to the eligible service population and is an allowable cost of the program.
 - b. Home and community-based projects which assist families and/or caregiver to maintain the eligible service population in a home environment, as approved by RCOoA.
 - c. Innovative pilot projects, approved by CDA/RCOoA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45CFR 1321.53(a)(b)].

- d. Baseline services—OTO funds may be used to maintain or increase baseline service, with RCOoA approval. However, programs funded with OTO funds shall not expect OTO funding beyond the current fiscal year in which OTO funds are awarded.
- 3. Nutrition Services Incentive Program (NSIP) are One-Time-Only funds used to purchase food ONLY in the Senior Nutrition Programs.

D. MATCHING REQUIREMENTS & CONTRIBUTIONS:

- 1. Matching requirement is the cash value of an in-kind contribution and that portion of program and administrative costs funded (cash or in-kind) by the SERVICE PROVIDER from other resources.
- 2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
- 3. In-kind contributions are property or services provided which benefit Agreement-supported project or program and which are contributed by non-federal parties without charge to SERVICE PROVIDER.
- 4. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
- 5. In-kind contributions count towards satisfying a matching requirement only where the payments would be otherwise allowable costs if SERVICE PROVIDER were to pay for the costs.
- 6. Costs contributing to the match requirement incurred by the SERVICE PROVIDER must be verifiable.
- 7. Matching contributions, cash or in-kind, must be allowable as outlined in the Office of Management and Budget (OMB) cost principles.
- 8. The required minimum matching contributions for Title III-B, III-C, VII Ombudsman, and VII Elder Abuse Prevention Programs is ten percent (10%) of the combined total of Federal share and matching contribution OR 11.11% of the Federal share alone. Program matching contributions for Title III-B, III-C will be pooled to meet the minimum ten percent (10%) requirement.
- 9. The required minimum program matching contributions for Title III-E is twenty-five percent (25%) of the combined total of Federal share and matching contribution OR 33.33% of the Federal share alone.
- 10. No minimum program matching contribution is required for the Health Insurance Counseling Advocacy Program (HICAP).
- 11. Matching contributions generated in excess of the minimum required are considered overmatch.
- 12. Program overmatch from Title III-B, III-C, or III-D cannot be used to meet the program match requirement for III-E.
- 13. Minimum match requirements are subject to change at any time, to which RCOoA will send an electronic notification and an Amendment, as appropriate.

E. PROGRAM INCOME:

- 1. "Program Income" is revenue generated by the SERVICE PROVIDER from activities funded through this agreement, such as, delivered services. "Program income" includes:

- a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds, or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from Agreement-supported activities.
 - d. Proceeds from the sale of items attained under an Agreement including the sale of RCOoA property and equipment.
 - e. Interest earned on funds awarded by RCOoA, except for the HICAP Program.
2. Program Income must be reported and expended under the same program from which it is generated. Program Income must be used to pay for current allowable costs of that program in the same fiscal year the income was earned, except:
- a. For Title III-B, III-C, III-E, VII Ombudsman, and VII Elder Abuse Prevention Programs, if Program Income is earned in excess of the amount approved by RCOoA, the excess amount may be deferred for use in the first quarter of the following Agreement period, which is the last quarter of the federal fiscal year (October 1 to September 30).
 - b. For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII Elder Abuse Prevention Programs: Program Income must be spent before the Agreement funds and may reduce the total amount of Agreement funds payable to the SERVICE PROVIDER.
 - i. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
 - ii. Program Income may not be used to meet the matching requirements of this Agreement.
 - iii. Program Income must be used to expand baseline services.
 - c. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funding received under this Act.

F. EXPENDITURE OF FUNDS:

- 1. The SERVICE PROVIDER shall expend and justify all funds received, as described in Exhibit C Provider Budget Detail.
- 2. Any reimbursement for authorized travel (i.e. travel, lodging, meals, and other incidentals) shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources rules and regulations. Rates may be accessed on the State's website:
 - a. Mileage: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
 - b. Per Diem (meals and incidentals): <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>;
 - c. Lodging: <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>
- 3. This does not limit the SERVICE PROVIDER from paying any differences in costs, from funds other than those provided by RCOoA, between State rates and any rates the SERVICE PROVIDER is obligated to pay under other contractual agreements. No travel outside the State of California may be reimbursed unless prior written authorization is obtained from RCOoA. (CCR, Title 2 Section 599.615 et. seq.)

4. RCOoA reserves the right to refuse payment to the SERVICE PROVIDER or disallow costs for any expenditure, as determined by RCOoA to be; out of compliance with this Agreement's terms and conditions, unrelated or inappropriate to Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

G. ACCOUNTABILITY OF FUNDS:

The SERVICE PROVIDER shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from other records for any other funds administered by the SERVICE PROVIDER, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards.³

H. REDUCTION OF FUNDS:

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

I. INCREASE OF FUNDS:

RCOoA may increase the amount of awarded funding, if additional RCOoA funding becomes available. The SERVICE PROVIDER may be required to increase the service objectives as identified in the Exhibit A- Service Provisions and Expectations to qualify for additional funding. Any such increase in funding may not be subject to a competitive process and will be processed as an Amendment to the Agreement.

³ [2CFR200][45CFR75]

J. SUPPLANTING FUNDS:

RCOoA funds cannot be used to supplant (replace) funds from non-Federal funding sources. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received from RCOoA.

K. ACKNOWLEDGING FUNDING:

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

L. INTEREST EARNED:

1. SERVICE PROVIDER may keep interest amounts up to \$500 per fiscal year for administrative expenses⁴. Interest earned on advanced contract funds shall be identified as Program Income on Fiscal budgets.
2. SERVICE PROVIDER must maintain advances of funds in interest bearing accounts, unless either of the following apply:
 - a. The SERVICE PROVIDER receives less than \$120,000 in federal awards per year;
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - 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.

M. INDIRECT COSTS:

1. The maximum allowable reimbursement for indirect costs is ten percent (10%) of direct costs (excluding in-kind contributions and nonexpendable equipment) unless there is an accepted negotiated rate accepted by all Federal awarding agencies.⁵ Indirect costs exceeding the 10% maximum may be budgeted and used to meet the minimum matching requirements.
2. Service Provider requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

N. FINANCIAL MANAGEMENT SYSTEMS:

1. SERVICE PROVIDER shall meet the reporting standards for its financial management systems, as stipulated in 2CFR200.302 and 45 CFR 74.21 (non-profits):
 - a. Financial Reporting
 - b. Accounting Records
 - c. Internal Control
 - d. Budgetary Control
 - e. Allowable Costs
 - f. Source Documentation

⁴ [2CFR200.305(b)(9)] [25CFR75.305(b)(9)]

⁵ [2cfr200.414(c)(1),(f); 45CFR75.414(c)(1)(f)]

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

O. UNEXPENDED FUNDS:

SERVICE PROVIDER will expend all funding for services prior to the end of each fiscal year, June 30. Funds not used or encumbered for use by June 30 each fiscal year, will not be able to be claimed at a later date. All expended funds that have not been encumbered for use by June 30 are returned to the state. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the SERVICE PROVIDER shall return to RCOoA 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.

P. PAYMENT:

- 1. Advance Payments:
 - a. RCOoA shall allow the SERVICE PROVIDER, funded under the Older Americans Act Amendments, Title III and Title VII, and HICAP, upon execution of this Agreement and availability of funds, to request and receive, in a timely manner, one advance payment per fiscal year which shall not exceed one-twelfth of the Agreement amount.
 - b. Beginning with the September Monthly Financial Report/Request for Funds (MFR), one-tenth of the advance payment will be deducted each month from amounts due to the SERVICE PROVIDER, until the advance is fully paid.
 - c. If, the advance payment has not been fully satisfied at the time of the final Monthly Financial Report, or upon completion or termination of this Agreement, SERVICE PROVIDER agrees to pay the balance to RCOoA upon demand.
- 2. Monthly Reimbursement Requests and Payments:
 - a. SERVICE PROVIDER will submit a request for reimbursement monthly. The reimbursement request will be in arrears for actual expenses incurred, less any amount applied against the advance, beginning with the July expenditure report.
 - b. The SERVICE PROVIDER shall submit a Monthly Financial Report/Request for Funds (MFR) to be received at RCOoA by the 5th working day of each subsequent month.
- 3. Accruals:
 - a. Accruals must be reported by SERVICE PROVIDER to RCOoA by June 14 every fiscal year for any outstanding and unpaid obligations made prior to June 30 that will not be paid by June 30. Accruals are expected to be paid with thirty (30) days of the end of the fiscal year.



RIVERSIDE COUNTY OFFICE ON AGING



EXHIBIT B.I Service Provider Budget Allocation Summary

FY2017/2018

July 1, 2017 to June 30, 2018

Council on Aging-Southern California

HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

| Project Grant | Funded Program | Funding Source | Reimbursement Rate | CFDA # | Total Funding Federal | Total Funding State | RCOA Maximum Obligation |
|---|---|----------------|--------------------|--------|-----------------------|---------------------|-------------------------|
| OA51098FY18A | HICAP-SHIP | Federal * | Actual Cost | 92.324 | \$116,320 | | \$116,320 |
| OA51098FY18B | HICAP-SHIP | Federal ** | Actual Cost | 92.324 | \$41,842 | | \$41,842 |
| OA51056FY18 | HICAP-Reimbursement | State | Actual Cost | 92.324 | | \$159,373 | \$159,373 |
| OA51091FY18 | HICAP | State HICAP | Actual Cost | 92.324 | | \$79,643 | \$79,643 |
| OA51040FY18 | Financial Alignment | Federal | Actual Cost | 93.626 | \$28,606 | | \$28,606 |
| OA51027FY18 | Medicare Improvements for Patients and Providers Act (MIPPA) - Area Agency on Aging (AAA) | Federal*** | Actual Cost | 93.071 | \$7,324 | | \$7,324 |
| OA51032FY18 | MIPPA - HICAP | Federal*** | Actual Cost | 93.071 | \$11,599 | | \$11,599 |
| OA51037FY18 | MIPPA-Aging and Disability Resource Connection (ADRC) | Federal*** | Actual Cost | 93.071 | \$10,617 | | \$10,617 |
| | | | | | | | \$455,324 |
| FY 2017/18 BASELINE ALLOCATION TOTAL | | | | | | | \$455,324 |

*Funding is allocated for July 1 to March 30 and must be spent before March 30.

** Funding can only be used between April 1 and June 30.

*** Funding must be expended by September 30, 2017. Additional funding may be allocated through the State, which will prompt an amendment



EXHIBIT C.I: Service Provider Budget Detail

RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Exhibit C.I: HICAP-Reimbursement
Fiscal Year 2017-18

July 1, 2017 to June 30, 2018

Original: ☒
Revision: ☐
OTO: ☐

Contractor:
Program and Service:
Vendor #:

Council on Aging-Southern California
HICAP
209174

Date: 07/01/2017

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

| Match Reference | | Rate | Minimum | Reported |
|------------------------|------------------|------|---------|----------|
| Minimum Required Match | Title IIIB, IIIC | 10% | 0 | 0 |
| Minimum Required Match | Title IIIE | 25% | 0 | 0 |

* IFS = Include Funding Source

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

Program Resources cell G16 must equal Program Costs cell I41.

Program Resources cell G21 must equal Program Costs cell E41.

Program Resources cell G28 must equal Program Costs cell F41.

Program Resources cell G34 must equal Program Costs cell H41.

Program Resources cell G36 must equal Program Costs cell D41.

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

EXHIBIT D - INSURANCE

A. Without limiting or diminishing the SERVICE PROVIDER'S obligation to indemnify or hold the COUNTY harmless, SERVICE PROVIDER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

1. Workers' Compensation:

If the SERVICE PROVIDER has employees as defined by the State of California, the SERVICE PROVIDER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SERVICE PROVIDER'S performance of its obligations hereunder. Policy shall name COUNTY as Certificate Holder and as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, the SERVICE PROVIDER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If SERVICE PROVIDER or subcontractor are using vehicle with passenger seating capacity of 7 or more the insurance limits shall not be less than 5,000,000. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Certificate holder and as Additional Insured.

4. Errors and Omissions of not less than \$1,000,000 Combined Single Limit per occurrence is required as it appropriately relates to the services rendered. The entity providing Ombudsman services must be insured for activities including, but not limited to, investigation of patient complaints.

5. Fidelity Bond/Crime Coverage:

If SERVICE PROVIDER is not a governmental agency, in an amount of not less than \$25,000 covering all paid and volunteer employees, officers and other persons holding positions of trust, indemnifying RCOoA against all losses resulting from fraud or lack of integrity, honesty or fidelity.

6. Business Contents/Business Personal Property (BPP)/All Risk Property Insurance:
Coverage of property purchased in whole or in part with RCOoA funds, and thus owned by the California Department of Aging and utilized by SERVICE PROVIDER. Property should be covered against any loss such as fire, theft, etc., policy limits shall be at sufficient amounts to ensure replacement value.
7. Professional Liability (Ombudsman Services & Legal Services ONLY):
SERVICE PROVIDER shall maintain Professional Liability Insurance providing coverage for the SERVICE PROVIDER's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SERVICE PROVIDER's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SERVICE PROVIDER shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement, or 3) demonstrate through Certificates of Insurance that SERVICE PROVIDER has Maintained continuous coverage with the same or original insurer. Coverage provided under item; 1), 2), or 3) will continue as long as the law allows.

B. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AMBEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The SERVICE PROVIDER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, SERVICE PROVIDER's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. SERVICE PROVIDER shall cause SERVICE PROVIDER'S insurance carrier(s) to furnish the County of Riverside with either:
 - a. A properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein, and
 - b. If requested to do so orally or in writing by the County Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If SERVICE PROVIDER insurance carrier(s) policies does not meet the minimum notice requirement found herein, SERVICE*

PROVIDER shall cause SERVICE PROVIDER'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance, including copies of endorsements and/or policies, including all endorsements and attachments there to evidencing coverages set forth herein, and the insurance required herein is in full force and effect. *SERVICE PROVIDER shall not commence operation until the COUNTY has been furnished with Certificate(s) of Insurance and copies of endorsements and if requested, copies of policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
5. It is understood and agreed to by the parties hereto that the SERVICE PROVIDER's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insures retention's or self-insured programs shall not be construed as contributory.
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or , the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgement, the amount or type of insurance carried by the SERVICE PROVIDER has become inadequate.
7. SERVICE PROVIDER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. SERVICE PROVIDER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim from the performance of this Agreement.

EXHIBIT "E"
COMMUNITY FOCAL POINTS LIST

| Designated Community Focal Point | Address |
|---|---|
| Albert A. Chatigny Senior Community Recreation Center | 1310 Oak Valley Parkway Beaumont, CA 92223 |
| Arlanza Community Center – Bryant Park | 7950 Philbin Avenue Riverside, CA 92503 |
| Banning Senior Center | 769 North San Geronio Avenue PO Box 998 Banning, CA 92220 |
| Blythe Community Center | 445 North Broadway Blythe, CA 92225 |
| Cathedral Center | 37-171 West Buddy Rogers Avenue Cathedral City, CA 92234 |
| Coachella Senior Center | 1540 Seventh Street Coachella, CA 92236 |
| Colorado River Senior Community Center | HCR 20, Box 3408 – Rio Loco Blythe, CA 92225 |
| Corona Senior Center | 921 South Belle Street Corona, CA 92882 |
| Dales Senior Center | 3936 Chestnut Street Riverside, CA 92501 |
| Desert Hot Springs Senior Center | 11-777 West Drive Desert Hot Springs, CA 92240 |
| Eddie Dee Smith Senior Center | 5888 Mission Boulevard Rubidoux, CA 92509 |
| Idyllwild Town Hall | 25925 Cedar Street Idyllwild, CA 92549 |
| Indio Senior Center | 45-700 Aladdin Street Indio, CA 92201 |
| James A. Venable Community Center | 50-390 Carmen Avenue Cabazon, CA 92230 |
| James Simpson Memorial Center | 305 East Devonshire Avenue Hemet, CA 92543 |
| Janet Goeske Center | 5257 Sierra Street Riverside, CA 92504 |
| Jerry Rummonds Senior Center | 87-225 Church Street PO Box 701 Thermal, CA 92274 |
| Joslyn Senior Center | 73-750 Catalina Way Palm Desert, CA 92260 |
| Kay Cenicerros Senior Center | 29995 Evans Road Sun City, CA 92586 |

EXHIBIT "E"
COMMUNITY FOCAL POINTS LIST

| Designated Community Focal Point | Address |
|---|---|
| La Quinta Senior Center | 78-450 Avenida La Fonda La Quinta, CA 92247 |
| La Sierra Senior Center | 5215 La Sierra Riverside, CA 92505 |
| Lake Elsinore Activity Center | 420 East Lakeshore Drive Lake Elsinore, CA 92530 |
| Marion Ashley Community Center | 25625 Briggs Road Menifee, CA 92585 |
| Mary Phillips Senior Center | 41845 Sixth Street Temecula, CA 92590 |
| Mead Valley Community Center | 21091 Rider Street Perris, CA 92570 |
| Mizell Senior Center | 480 South Sunrise Way Palm Springs, CA 92262 |
| Moreno Valley Senior Center | 25075 Fir Avenue Moreno Valley, CA 92553 |
| Murrieta Senior Center | 41717 Juniper Street Murrieta, CA 92562 |
| Norco Senior Center | 2690 Clark Avenue PO Box 428 Norco, CA 92860 |
| Norton Younglove Community Center | 459 West Center Street Riverside, CA 92507 |
| Norton Younglove Community Center | 908 Park Street PO Box 1190 Calimesa, CA 92320 |
| Perris Senior Center | 100 North "D" Street Perris, CA 92570 |
| Riverside-San Bernardino County Indian Health | 11555 ½ Potrero Road Banning, CA 92220 |
| Ruth H. Lewis Community Center at Reid Park | 701 North Orange Street Riverside, CA 92501 |
| San Jacinto Community Center | 625 South Pico Avenue San Jacinto, CA 92583 |
| Stratton Community Center at Bordwell Park | 2008 Martin Luther King Boulevard Riverside, CA 92507 |
| The Center | 611 S. Palm Canyon Drive, Suite 201 Palm Springs, CA 92262 |
| Ysamel Villegas Community Center | 3091 Esperanza Street Riverside, CA 92503 |