

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



ITEM  
3.15  
(ID # 7845)

MEETING DATE:

Tuesday, October 30, 2018

FROM : OFFICE ON AGING:

SUBJECT: OFFICE ON AGING: Two-Year Standard Agreement No. MI-1819-21 with the California Department of Aging (CDA) for Medicare Improvements for Patients and Providers Act (MIPPA) Services. [Districts: All]; [Total Cost: \$198,302 - 100% Federal]; (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Standard Agreement No. MI-1819-21 with the California Department of Aging (CDA) for Medicare Improvements for Patients and Provider Act (MIPPA) services, for the period of October 1, 2018 through September 29, 2020, in the amount of \$198,302 allocated as follows: \$74,363 in FY 18/19, \$99,151 in FY 19/20, and \$24,788 in FY 20/21; authorize the Chairman of the Board to sign the agreement on behalf of the County;
2. Authorize the Office on Aging Director, or Deputy Director, to administer the agreement and sign amendments, approved as to form by County Counsel, pertaining to Standard Agreement No. MI-1819-21;
3. Authorize the Office on Aging Director, or Deputy Director to sign the Information Integrity and Security Statement, the California Civil Rights Laws Certification, and the Contractor Certification Clauses;
4. Approve and direct the Auditor-Controller to make the budget adjustment shown on Schedule A; and
5. Direct the Clerk of the Board to return all four (4) original agreements to the Office on Aging for further processing.

ACTION: 4/5 Vote Required, Policy

Jewel Lee, Director of Office on Aging

10/3/2018

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: October 30, 2018

Page 1 of 3

Office on Aging, Auditor ID# 7845

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 74,363	\$ 99,151	\$ 198,302	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Federal</b>			<b>Budget Adjustment:</b>	<b>Yes</b>
			<b>For Fiscal Year:</b>	<b>18/19 – 20/21</b>

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

**BACKGROUND:**

**Summary**

The Riverside County Office on Aging (OoA) proposes entering into an agreement with the California Department of Aging (CDA) to assist in expanding Medicare beneficiary enrollment in the Prescription Drug Benefit Low Income Subsidy (LIS) Program, the Medicare Savings Program (MSP), and develop outreach activities aimed at preventing disease and promoting wellness.

Through an awarded and approved contract with Council on Aging, these activities are included in the Health Insurance Counseling and Advocacy Program (HICAP). These services are expected to provide enhanced outreach and enrollment assistance to eligible Medicare beneficiaries throughout Riverside County. The local HICAP is the primary source for accurate and objective information, assistance and advocacy with Medicare benefits, prescription drug plans and health insurance plans.

The agreement contains the most current requirements provided by CDA, but could be subject to modification based on the State's final legislative process.

The term of this agreement is October 1, 2018 - September 29, 2020.

**Impact on Residents and Businesses**

The purpose of these funds is to assist low-income Medicare beneficiaries residing in rural areas of Riverside County in accessing the Part D Low Income Subsidy (LIS/ExtraHelp) and Medicare Savings Programs (MSPs). To meet these needs, outreach efforts are targeting rural communities of Riverside County.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Standard Agreement No. MI-1819-21, with the California Department of Aging, is for a total amount of \$198,302; allocated as follows: \$74,363 in FY 18/19, \$99,151 in FY 19/20, and \$24,788 in FY 20/21. OoA included an estimated funding amount of \$107,248 in the FY 18/19 recommended county budget. The attached budget adjustment, in the amount of \$32,885, is

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

necessary to reflect the actual revenue to be received under this agreement in the current fiscal year.

There is no impact to county general funds and no additional match requirement.

**ATTACHMENTS:**

**ATTACHMENT A. SCHEDULE A - BUDGET ADJUSTMENT**

**ATTACHMENT B. STANDARD AGREEMENT NO. MI-1819-21**



Jennifer Sargent, Principal Management Analyst

10/22/2018



Gregory L. Priamos, Director County Counsel

10/15/2018

Office on Aging  
Schedule A  
FY 18/19

Decrease estimated revenue:  
21450-5300100000-767140

Fed-Misc. Reimbursement

\$ 32,885

Decrease appropriations:  
21450-5300100000-527780  
21450-5300100000-536200

Special Program Expense

3,154

Contributions to Non-Co Agency

29,731

32,885

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

I, Karen Barton, Deputy Clerk of the Board for the County of Riverside, do hereby certify that the foregoing is a full, true and correct copy of Standard Agreement No. MI-1819-21, approved by the Board of Supervisors at a regular meeting duly held and convened on October 30, 2018, at which meeting a quorum of said Board was present and acting throughout.

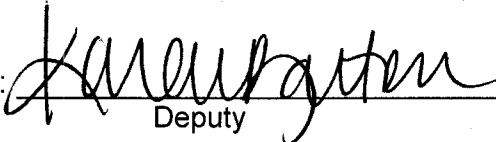
Furthermore, I hereby certify that according to provisions of Government Code Section 25103, a copy of Standard Agreement No. MI-1819-21, was delivered to the Chairman of the Board, Chuck Washington.

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

Dated this 30th day of October, 2018.

WITNESS my hand and official seal

Kecia Harper-Ihem, Clerk of the Board

By:   
Deputy

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# RESOLUTION

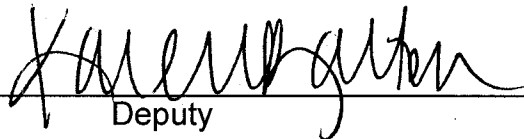
**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, October 30, 2018, that Chuck Washington, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. MI-1819-21 between Riverside County and California Department of Aging providing: for the Medicare Improvements for Patients and Providers Act (MIPPA) Services.

Roll Call:

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

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

KECIA HARPER-IHEM, Clerk of said Board

By:   
Deputy

**CERTIFICATION**

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

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



**CERTIFICATION**

- I agree to protect the following types of confidential information which include but are not limited to:
  - Social Security number
  - Medical information
  - Claimant and employer information
  - Driver License information
  - Information about individuals that relate to their personal life or identifies or describes an individual
  - Other agencies' confidential and proprietary information
  - Criteria used for initiating audit selection
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
  - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract
  
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
  - Securing confidential information in approved locations
  - Never removing confidential information from the work site without authorization

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

Contractor/Vendor Name:     Riverside County Office on Aging

Contract Number:     MI-1819-21

Printed Name of Person Signing:     Jewel Lee

Title of Person Signing:     Director

Authorized Signature:

Date:



## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i> 95-6000930
<i>Contractor Name (Printed)</i> Riverside County Office on Aging		
<i>By (Authorized Signature)</i>  		
<i>Printed Name and Title of Person Signing</i> <b>Jewel Lee, Director</b>		
<i>Date Executed</i>  	<i>Executed in the County and State of</i> Riverside County, California	
<i>Below indicate all California Department of Aging contracts your organization participates in:</i>		
<input checked="" type="checkbox"/> <i>Area Plan (AP)</i>	<input checked="" type="checkbox"/> <i>HICAP (HI)</i>	
<input checked="" type="checkbox"/> <i>Title V (TV)</i>	<input checked="" type="checkbox"/> <i>MIPPA (MI)</i>	
<input checked="" type="checkbox"/> <i>SNAP-Ed (SP)</i>	<input checked="" type="checkbox"/> <i>Financial Alignment (FA)</i>	
<input checked="" type="checkbox"/> <i>MSSP (MS)</i>		

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Riverside County Office on Aging		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i>  		
<i>Printed Name and Title of Person Signing</i> Jewel Lee, Director		
<i>Date Executed</i>  	<i>Executed in the County of</i> Riverside County, CA	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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

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

AGREEMENT NUMBER <b>MI-1819-21</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME <b>California Department of Aging</b>
CONTRACTOR'S NAME <b>Riverside County, Office on Aging</b>
- The term of this Agreement is: **October 1, 2018 through September 29, 2020**
- The maximum amount of this Agreement is: **\$198,302**  
**One hundred ninety-eight thousand three hundred two and 00/100 dollars**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	7 pages
Exhibit B – Budget Detail, Payment Provisions, and Closeout	8 pages
Exhibit C* – General Terms and Conditions	GTC 04/2017
Exhibit D – Special Terms and Conditions	33 pages
Exhibit E – Additional Provisions	4 pages

ATTEST:  
KECIA HARPER-HEM, Clerk  
By: *[Signature]*  
DEPUTY

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Riverside County Office on Aging</b>	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) <b>10/30/18</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>CHUCK WASHINGTON CHAIRMAN, BOARD OF SUPERVISORS</b>	
ADDRESS <b>6296 Rivercrest Drive, Suite K, Riverside, CA 92507-0738</b>	
STATE OF CALIFORNIA	
AGENCY NAME <b>California Department of Aging</b>	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) <b>11/16/18</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Karissa Kanenaga, Manager, Contracts and Business Services Section</b>	
ADDRESS <b>1300 National Drive, Suite 200, Sacramento, CA 95834</b>	

California Department of General Services Use Only

**APPROVED**

**NOV 29 2018**

OFFICE OF LEGAL SERVICES  
DEPT. OF GENERAL SERVICES

*[Signature]*

Exempt per:

BY: DANIELLE D. MALAND

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **MI-1819-21**.
2. The services shall be performed in Planning and Service Area(s): 16, 21
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: Riverside County Office on Aging
Name: Fiscal, Data & Planning Manager	Name: Jewel Lee, Director
Phone (916) 419-7556	Phone: (951) 867-3854
Fax: (916) 928-2510	Fax: (951) 867-3830

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: Riverside County Office on Aging
Section/Unit: Business Services and Contracts	Section/Unit: Area Agency on Aging
Attention: Christian Margedant	Attention: Jewel Lee, Director
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 6296 Rivercrest Drive, Suite K, Riverside, CA, 92507-0738
Phone: (916) 419-7157	Phone: (951) 867-3854
Fax: (916) 928-2500	Fax: (951) 867-3830
Email: Christian.Margedant@aging.ca.gov	Email: Jelee@rivco.org

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

ARTICLE I. PROGRAM DEFINITIONS

- A. **Aging and Disability Resource Connection (ADRC)** means a program that helps older adults and individuals with disabilities make informed decisions about their service and support options, and serves as a single point of entry to the long-term care system. Outside California these programs are called Aging and Disability Resource Centers. The terms are used interchangeably in this agreement. ADRCs were established through a collaborative effort of the U.S. Administration for Community Living (ACL) and the Centers for Medicare & Medicaid Services.
- B. **Eligible Service Population** means individuals defined as Medicare eligible beneficiaries likely to be qualified for Medicare Part D, the Low-Income Subsidy (LIS) Prescription Drug Program, and/or the Medicare Savings Programs (MSP).
- C. **Enhanced Outreach** means outreach activities that include, but are not limited to, disease prevention and promoting wellness and are above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assistance Program [SHIP] funds or Older Americans Act [OAA] outreach funds).
- D. **Enrollment Assistance** means one-on-one assistance to beneficiaries completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.
- E. **Enrollment Assistance Centers** means locations equipped and designated for LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.
- F. **Health Insurance Counseling and Advocacy Program (HICAP)** is a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a statewide basis.  
[Welf. & Inst. Code §9541]
- G. **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.
- H. **Low-Income Subsidy (LIS)** means a federal program that provides financial assistance with Part D premiums and cost sharing for eligible low-income Medicare beneficiaries.
- I. **Medicare Improvements for Patients and Providers Act (MIPPA) of 2008** means legislation that amended Titles XVIII and XIX of the Social Security Act to extend expiring provisions under the Medicare program, to improve beneficiary access to preventive and mental health services, to enhance low-income benefit programs, and to maintain access to care in rural areas, including pharmacy access.



ARTICLE I. PROGRAM DEFINITIONS (Continued)

- J. **Medicare Prescription Drug Improvement and Modernization Act of 2003** (also known as the “Medicare Modernization Act” or “MMA”) means legislation that imposed the most sweeping changes to the Medicare program since its inception, including the addition of a prescription drug benefit through a new Medicare Part D.
- K. **Medicare Savings Programs (MSP)** means three programs that serve Medicare beneficiaries who do not qualify for full Medi-Cal: Qualified Medicare Beneficiaries, Specified Low-Income Medicare Beneficiaries, and Qualified Individuals. Beneficiaries enrolled in one of these Medicare Savings Programs automatically receive LIS.
- L. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
- a. Voluntary contributions received from a participant or responsible party as a result of the service(s).
  - b. Income from usage or rental fees of real or personal property acquired with funds provided under this Agreement.
  - c. Royalties received on patents and copyrights from contract-supported activities.
  - d. Proceeds from the sale of items fabricated under a contract agreement.
- M. **Rural** means all territory, population and housing units not classified as urban. The rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.
- N. **State Health Insurance Assistance Program (SHIP)** means a national program supported by the federal ACL that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
- O. **Urban** means all territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- P. General Definitions can be found in Exhibit D, Article I.

ARTICLE II. SCOPE OF WORK

A. Program Provisions

1. The Scope of Work shall be performed by the Contractor and/or its subcontractors, which may include, but not be limited to, the HICAP and the ADRC (where applicable).
2. All MIPPA contract and subcontract activities must be over and above those related activities provided through other funding sources (e.g., OAA funding and the basic federal SHIP/ State HICAP funds), and they must support attainment of performance objectives specified by the California Department of Aging (CDA) (available on the CDA website).

B. Contractor Responsibilities

The Contractor, directly or through coordination and collaboration with subcontractors, local aging network resources, and community partners shall:

1. Provide enhanced outreach, education, and enrollment assistance to eligible Medicare beneficiaries regarding LIS, MSP, and Medicare preventive services.
2. Develop, update, and implement the CDA approved local MIPPA work plan, which is hereby incorporated by reference. The work plan delineates how the Contractor, HICAP, and ADRC (where applicable) will coordinate their efforts and resources to achieve the performance objectives identified by CDA.
  - a. The MIPPA work plan must be submitted to and approved by CDA before payments can be made to the Contractor.
  - b. Updates to the MIPPA work plan will be required if substantial changes are proposed by the Contractor during the contract period.
3. Prepare and submit MIPPA-related budget(s) and budget reports as specified by CDA. In addition, the Contractor shall review, approve, and monitor all MIPPA-related budgets, expenditures and revisions of subcontractors including, but not limited to, HICAP(s) and ADRC(s) (where applicable).
4. Monitor, on an ongoing basis, all use of MIPPA funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the MIPPA funds are administered in compliance with

ARTICLE II. SCOPE OF WORK (Continued)

laws, regulations, and the provisions of contracts, and that performance goals are achieved [2 CFR Section 200.328]. Program and fiscal monitoring shall be performed during the term of this Agreement.

5. Evaluate each subcontractor's risk of noncompliance with federal statutes, regulations, and the terms and conditions of this Agreement for purposes of determining the appropriate subcontractor monitoring as required under 2 CFR Section 200.331(b), which may include consideration of such factors as:
  - a. Prior experience with the same or similar subcontracts;
  - b. Results of previous audits including whether or not the Subcontractor receives a Single Audit in accordance with 2 CFR Part 200, Subpart F—Audit Requirements, and the extent to which the same or similar subcontract has been audited as a major program;
  - c. Whether the Subcontractor has new personnel or new or substantially changed systems; and
  - d. The extent and results of federal awarding agency monitoring (e.g., if the Subcontractor also receives federal awards directly from a federal awarding agency).
6. Consider imposing specific conditions as described in 2 CFR Section 200.207 upon a subcontractor with a history of failure to comply with general or specific terms and conditions of a federal award or failure to meet expected performance goals of the Contract.
7. Monitor the activities of the Subcontractor as necessary to ensure that funding from this Agreement is used solely for authorized purposes in compliance with federal statutes, regulations, and the terms and conditions of this Agreement; and that performance objectives are achieved.
8. The Contractor, while monitoring the Subcontractor, must:
  - a. Review required financial and programmatic reports.  
[2 CFR Section 200.302]
  - b. Follow-up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to funds awarded under this Agreement detected through audits, on-site reviews, and other means.

ARTICLE II. SCOPE OF WORK (Continued)

- c. Issue a management decision for audit findings pertaining to the funds awarded under this Agreement as required by 2 CFR Section 200.521.
9. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
10. Maintain and distribute up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
11. Prepare and submit the Budget to the CDA Fiscal Team. This Budget is hereby incorporated by reference into this Agreement.

C. Performance Measures

CDA has established aggregate measures to be achieved by each Contractor for each Planning and Service Area it serves. The Contractor shall attain the established measures through collaboration with its respective HICAP, ADRC (where applicable), and other appropriate subcontractor(s).

MIPPA related activities that will determine whether Contractor met the established measures include:

1. The number of one-on-one beneficiary contacts that involve discussion or assistance with:
  - a. Low-Income Subsidy benefits and applications,
  - b. Medicare Savings Program benefits and applications, and
  - c. Medicaid benefits for dual eligibles.
2. The number of events conducted that involve:
  - a. Target outreach to beneficiaries in rural areas,
  - b. Target outreach to low-income beneficiaries,
  - c. Education/Information on the Low-Income Subsidy, Medicare Savings Programs, and/or Medicaid benefits for dual eligibles, and/or
  - d. Education/information on Medicare Preventive benefits.

ARTICLE II. SCOPE OF WORK (Continued)

D. Other Provisions and Assumptions

1. Contractors, ADRCs, and HICAPs may subcontract enhanced outreach activities to other community-based organizations as necessary, in accordance with Exhibit D, Article V.
2. The Contractor, whether providing services directly or through a subcontract, shall ensure:
  - a. Services are provided to the Eligible Service Population as defined in Exhibit A, Article I., B.
  - b. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, and services as provided in 2 CFR 200 Subpart D, Procurement Standards.
  - c. Compliance with all standards and regulations identified in Exhibit A, Article I., I and J.

**Budget Detail, Payment Provisions, and Closeout - Exhibit B  
MI-1819 Contract**

**ARTICLE I. FUNDS**

**A. Expenditure of Funds**

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

**In State:**

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

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

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

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

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

**Budget Detail, Payment Provisions, and Closeout - Exhibit B  
MI-1819 Contract**

**ARTICLE I. FUNDS (Continued)**

**B. Accountability for Funds**

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

2. **Financial Management Systems**

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

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

**C. Unexpended Funds**

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

**Budget Detail, Payment Provisions, and Closeout - Exhibit B  
MI-1819 Contract**

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

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

3. Limitation of State Liability

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

4. Funding Reduction(s)

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



**Budget Detail, Payment Provisions, and Closeout - Exhibit B  
MI-1819 Contract**

**ARTICLE I. FUNDS (Continued)**

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

**E. Interest Earned**

- 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [45 CFR 75.305 (b)(9)]
- 2. Interest earned on advances of federal funds shall be identified as non-match cash.
- 3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [45 CFR 75.305 (b)(8)]
  - a. The Contractor receives less than \$120,000 in federal awards per year.
  - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
  - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

**Budget Detail, Payment Provisions, and Closeout - Exhibit B**  
**MI-1819 Contract**

**ARTICLE II. BUDGET AND BUDGET REVISION**

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
  2. Fringe Benefits.
  3. Contractual Costs - subcontract and consultant cost detail.
  4. Indirect Costs.
  5. Rent - specify square footage and rate.
  6. Supplies.
  7. Equipment - detailed descriptions and unit costs.
  8. In State Travel - mileage reimbursement rate, lodging, per diem and other costs.
  9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
  10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least sixty (60) days prior to the ending date of the Contract.

**Budget Detail, Payment Provisions, and Closeout - Exhibit B  
MI-1819 Contract**

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

**E. Indirect Costs**

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

**ARTICLE III. PAYMENT**

- A. The Contractor shall prepare and submit a monthly expenditure report in an electronic format as instructed by CDA no later than the last business day of each month, reporting costs and funding for the month prior.
- B. Payments will be made to reimburse expenditures reported unless payment method was established as an Advance Funds basis for the contract term at the time of contract execution.
  1. Reimbursement Request For Funds (CDA 245M) are due to CDA by the last business day of each month, requesting reimbursement for funds reported as expended in the month prior.
  2. Advance Request For Funds (CDA 245M) are due to CDA no earlier than two months prior to the advance month and no later than the last business day of the advance month.

**Budget Detail, Payment Provisions, and Closeout - Exhibit B  
MI-1819 Contract**

**ARTICLE III. PAYMENT (Continued)**

- C. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
  - 1. Expedite Fees
    - a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
    - b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.
    - c. Fees may be waived on a case by case basis.

**ARTICLE IV. CLOSEOUT**

- A. The MIPPA Financial Closeout Report (CDA 230M) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors must submit to CDA, Closeout Reports as instructed by CDA.
- B. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

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

**Medicare Improvements for Patients and Providers Act (MIPPA)  
 Budget Display  
 State Fiscal Years (SFY) 2018/19, 2019/20, 2020/21  
 October 1, 2018 - September 29, 2020**

**Riverside County, Office on Aging**

PROJECT	Carryover 2017 MIPPA *	Baseline 2018 MIPPA **	TOTAL
<b>STATE FISCAL YEAR 2018-19</b>			
<b>MIPPA Federal Funds (October 1, 2018 - June 30, 2019) **</b>			
MIPPA: Priority Area 1 SHIPs	-	32,671	32,671
MIPPA: Priority Area 2 AAAs	-	21,172	21,172
MIPPA: Priority Area 3 ADRCs	-	20,520	20,520
<b>Total SFY 2018/19 MIPPA Funds</b>	-	<b>74,363</b>	<b>74,363</b>
<b>STATE FISCAL YEAR 2019-20</b>			
<b>MIPPA Federal Funds (July 1, 2019 - September 29, 2019) **</b>			
MIPPA: Priority Area 1 SHIPs	-	10,890	10,890
MIPPA: Priority Area 2 AAAs	-	7,058	7,058
MIPPA: Priority Area 3 ADRCs	-	6,840	6,840
<b>Total SFY 2019/20 MIPPA Funds</b>	-	<b>24,788</b>	<b>24,788</b>
<b>MIPPA Federal Funds (October 1, 2019 - June 30, 2020) **</b>			
MIPPA: Priority Area 1 SHIPs	-	32,671	32,671
MIPPA: Priority Area 2 AAAs	-	21,172	21,172
MIPPA: Priority Area 3 ADRCs	-	20,520	20,520
<b>Total SFY 2019/20 MIPPA Funds</b>	-	<b>74,363</b>	<b>74,363</b>
<b>STATE FISCAL YEAR 2020-21</b>			
<b>MIPPA Federal Funds (July 1, 2020 - September 29, 2020) **</b>			
MIPPA: Priority Area 1 SHIPs	-	10,890	10,890
MIPPA: Priority Area 2 AAAs	-	7,058	7,058
MIPPA: Priority Area 3 ADRCs	-	6,840	6,840
<b>Total SFY 2020/21 MIPPA Funds</b>	-	<b>24,788</b>	<b>24,788</b>
<b>GRAND TOTAL</b>			
<b>Total MIPPA Federal Funds (October 1, 2018 - September 29, 2020)</b>			
MIPPA: Priority Area 1 SHIPs	-	87,122	87,122
MIPPA: Priority Area 2 AAAs	-	56,460	56,460
MIPPA: Priority Area 3 ADRCs	-	54,720	54,720
<b>Grand Total MIPPA Funds</b>	-	<b>198,302</b>	<b>198,302</b>

*Administration costs not to exceed 10% of total allocation for each State Fiscal Year*

- \* 2017 MIPPA funds must be fully expended by June 30, 2019 and reported in closeout no later than October 30, 2020.
- \*\* Funds must be expended in the State Fiscal Year in which they are allocated.

Funds for this contract are provided by using the following Administration for Community Living grants:

CFDA#	Project Title	2017 MIPPA		2018 MIPPA	
		Award #	Effective Date	Award #	Effective Date
93.071	MIPPA: Priority Area 1 SHIPs	1701CAMISH	9/29/2017	TBD	TBD
93.071	MIPPA: Priority Area 2 AAAs	1701CAMIAA	9/29/2017	TBD	TBD
93.071	MIPPA: Priority Area 3 ADRCs	1701CAMIDR	9/29/2017	TBD	TBD

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support



enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

**Special Terms and Conditions – Exhibit D  
MI-1819 Contract**

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

**A. General Definitions**

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

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

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

**B. Resolution of Language Conflicts**

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

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

**ARTICLE II. ASSURANCES**

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

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

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ARTICLE II. ASSURANCES (Continued)

B. Subcontracts

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

C. Nondiscrimination

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

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

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

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

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

3. California Civil Rights Laws

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

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

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

ARTICLE II. ASSURANCES (Continued)

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

D. Standards of Work

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

E. Conflict of Interest

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

F. Covenant Against Contingent Fees

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

**Special Terms and Conditions – Exhibit D  
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ARTICLE II. ASSURANCES (Continued)

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

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

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145]  
[29 CFR 3]
  - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
  - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
  - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

**Special Terms and Conditions – Exhibit D  
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ARTICLE II. ASSURANCES (Continued)

I. Contracts in Excess of \$100,000

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

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

J. Debarment, Suspension, and Other Responsibility Matters

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

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**ARTICLE II. ASSURANCES (Continued)**

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

**K. Agreement Authorization**

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

**L. Contractor's Staff**

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

**M. DUNS Number and Related Information**

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



ARTICLE II. ASSURANCES (Continued)

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

N. Corporate Status

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

O. Lobbying Certification

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

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

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**ARTICLE II. ASSURANCES (Continued)**

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
  4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
  5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
  6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

**ARTICLE III. AGREEMENT**

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

**ARTICLE IV. COMMENCEMENT OF WORK**

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

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**ARTICLE V. SUBCONTRACTS**

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

**Special Terms and Conditions – Exhibit D  
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**ARTICLE V. SUBCONTRACTS (Continued)**

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

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

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

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**ARTICLE VI. RECORDS**

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

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**ARTICLE VII. PROPERTY**

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
  2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
  2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
  3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

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**ARTICLE VII. PROPERTY (Continued)**

- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

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

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

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

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**ARTICLE VII. PROPERTY (Continued)**

- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  - 1. For another CDA program providing the same or similar service.
  - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.



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**ARTICLE VIII. ACCESS**

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

**ARTICLE IX. MONITORING AND EVALUATION**

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

**ARTICLE X. AUDIT REQUIREMENTS**

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

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

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**ARTICLE X. AUDIT REQUIREMENTS (Continued)**

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

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

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

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

Contract resolution includes:

1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the Subcontractor's fiscal year have met the audit requirements of 2 CFR § 200.501 - § 200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article.
2. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
3. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk

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**ARTICLE X. AUDIT REQUIREMENTS (Continued)**

assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

4. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
  - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
  - b. Records that identify adequately the source and application of funds for each federally funded activity.
  - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
  - d. Comparison of expenditures with budget amounts for each federal award.
  - e. Written procedures to implement the requirements of 2 CFR 200.305.
  - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles.

[2 CFR 200.302]

5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
  6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- E. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]

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**ARTICLE X. AUDIT REQUIREMENTS (Continued)**

2. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]
  3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]
  4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515]
  5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
- G. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- H. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200, Subpart F –

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**ARTICLE X. AUDIT REQUIREMENTS (Continued)**

Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.

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

[2 CFR 200.425]

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

**ARTICLE XI. INSURANCE**

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
  1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
  2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
  3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

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**ARTICLE XI. INSURANCE (Continued)**

- a. \$750,000 if seating capacity is under 8
  - b. \$1,500,000 if seating capacity is 8 – 15
  - c. \$5,000,000 if seating capacity is over 15
4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
  2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if

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ARTICLE XI. INSURANCE (Continued)

appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.

- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

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

B. Termination for Cause

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

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**ARTICLE XII. TERMINATION (Continued)**

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

**C. Contractor's Obligation After Notice of Termination**

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



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ARTICLE XII. TERMINATION (Continued)

The Contractor shall:

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

D. Effective Date

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

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

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

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

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

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**ARTICLE XII. TERMINATION (Continued)**

**G. In the Event of a Termination Notice**

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

**ARTICLE XIII. REMEDIES**

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

**ARTICLE XIV. DISSOLUTION OF ENTITY**

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

**ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS**

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

**ARTICLE XVI. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

**ARTICLE XVII. DEPARTMENT CONTACT**

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

**ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY**

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov.

Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

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

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

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

**B. Encryption of Computing Devices**

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

**C. Disclosure**

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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

D. Security Awareness Training

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

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Information Integrity and Security Statement

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

G. Security Incident Reporting

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

H. Security Breach Notifications

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

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

**I. Software Maintenance**

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

**J. Electronic Backups**

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

**K. Provisions of this Article**

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

**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA**

**A. Copyrights**

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

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**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)**

**B. Rights in Data**

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

**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES**

**A. Needs Assessment**

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

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

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

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**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)**

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

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

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

**B. Provision of Services**

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



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**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)**

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

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

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

**C. Compliance Monitoring**

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

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**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)**

**D. Notice to Eligible Beneficiaries of Contracted Services**

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

**ARTICLE I. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008 SPECIFIC TERMS AND CONDITIONS**

**A. Order of Authority**

This Agreement is subject, in descending order, to the requirements applicable under (1) the Medicare Improvements for Patients and Providers Act of 2008 - Section 119, Public Law (PL) 110-275, as amended by Section 3306 of the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act), reauthorized by Section 610 of the American Taxpayer Relief Act of 2012 (ATRA), reauthorized by Section 110 of the Protecting Access to Medicare Act of 2014, reauthorized by the Medicare Access and CHIP Reauthorization Act of 2015, and reauthorized for two years under the Bipartisan Budget Act of 2018 (P.L. 115-123, BBA of 2018); (2) other applicable federal statutes and their implementing regulations; (3) program regulations; and (4) terms of conditions of the award.

By expending funds received under this award, the recipient commits to ensuring that it will carry out the project/program described in its approved state plan(s). Funds must be expended on the approved MIPPA plans; failure to do so will result in the disallowance of expenditures and require the return of all funds spent on inappropriate activities.

**B. Audit Requirement**

This Contract is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under Title 45 CFR Part 75. These requirements and additional terms and conditions can be found the ACL website:

<https://www.acl.gov/grants/managing-grant>

The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living:

93.071 Priority Area 1: SHIPs, Priority Area 2: AAAs, Priority Area 3:  
ADRCs

Expenditures will also be identified separately by Catalog of Federal Domestic Assistance (CFDA) number as separate rows on Form SF-SAC. For questions and information concerning the submission process, please visit:

ARTICLE I. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008 SPECIFIC TERMS AND CONDITIONS (Continued)

[https://harvester.census.gov/facides/Files/2015\\_2018%20Checklist%20Instructions%20and%20Form.pdf](https://harvester.census.gov/facides/Files/2015_2018%20Checklist%20Instructions%20and%20Form.pdf)

C. Products

At any phase of the project period, the Contractor shall deliver to CDA, upon request, any materials, systems, or other items developed, refined, or enhanced under this Contract. The Recipient agrees that CDA and ACL shall have royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for federal or state government purposes.

D. The Contractor shall assure that the following publication conditions are met:

This project was supported, in whole or in part, by grant number(s) 1801CAMISH, 1801CAMIAA, 1801CAMIDR, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.

E. Whistleblower Protections

Contractors are hereby given notice that the 48 CFR Section 3.908, implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

F. United States v. Windsor

United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013), Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. Section 7. All contractors/subcontractors are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, 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. Accordingly, contractors/subcontractors must review and revise, as

**ARTICLE I. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008 SPECIFIC TERMS AND CONDITIONS (Continued)**

needed, any policies and procedures which interpret or apply federal 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 HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

**ARTICLE II. CONTINUITY OF SERVICE AND TRANSITION PLAN**

A. In the event of a change in subcontractors during the term of this Contract, the Contractor shall assure that a subsequent subcontractor is available to complete any open cases or transactions during the transition period. This shall include all requirements specified in Exhibits A, B, C, D, and E of this Agreement.

B. Transition Plan

The Contractor shall submit a transition plan to CDA for approval within fifteen (15) days of a written Notice of Termination by CDA or Notice of Intent to Terminate by the Contractor or subcontractor. The transition plan must be approved by CDA prior to implementation and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new Contractor or Subcontractor.
2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new Contractor or Subcontractor.
3. A description of how clients will be notified about the change and how their services will be continued.
4. A description of how communications with other HICAP sites, ADRCs (where applicable), local agencies and advocacy organizations may be made to assist in locating alternative services as needed.
5. A description of how community referral sources will be informed of the change of contractor or subcontractor and the continuation of services.
6. A description of how sensitive, confidential records, including personal health information, will be transferred to ensure adequate protection of the records.
7. A description of the qualifications of the requisite staff that would ensure continued provision of services through the term of the existing contract.

**ARTICLE II. CONTINUITY OF SERVICE AND TRANSITION PLAN (Continued)**

8. A plan that specifies a timeline for the transition.
  9. A plan to conduct a property inventory and transfer, or return to the CDA, all equipment purchased with these Contract funds as directed by CDA.
  10. Additional information as necessary to effect a safe transition of clients from the outgoing Contractor to the new Contractor.
- C. The Contractor shall implement the transition plan as approved by CDA.
- D. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.

**ARTICLE III. REPORTING**

**A. Data Reporting and Collection**

1. The Contractor is required to collect and report data as specified by CDA for work completed by the AAA and the ADRC (where applicable). Refer to: <http://www.aging.ca.gov/ProgramsProviders/AAA/MIPPA/> for reporting guidance.
2. The Contractor shall ensure participating HICAPs report work completed under the Agreement using the Statewide HICAP Automated Reporting Program (SHARP).
3. The Contractor shall ensure that all performance data is submitted according to CDA-approved reporting procedures and timelines and is timely, complete, accurate, and verifiable.
4. CDA reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.

**B. Narrative Reports**

1. Narrative reports are due to CDA at dates to be specified by CDA.
2. All narrative reports shall specify how the contract funds were used, progress to date in achieving MIPPA Work Plan objectives, barriers encountered, and steps taken to overcome these barriers.



**SUMMARY ALL FUNDS**

SECTION A	[x] ORIGINAL [ ] REVISION NO.:			CONTRACT NO: MI 1819 - 21		DATE: 09/19/2018		PSA NO.: 21	
	BUDGET PERIOD: 10/01/2018 - 9/29/2020			COST CATEGORY		FUNDING		TOTAL ALL FUNDS	
	Personnel Costs	Operating Costs	Indirect Costs	TOTAL COSTS	Program Income / Other	TOTAL MIPPA GRANT FUNDS			
<b>MIPPA AAA</b>									
AAA Admin	0	5,646	0	5,646		5,646	5,646	5,646	5,646
AAA Direct Services	0	0	0	0		0	0	0	0
AAA Contracted Services				50,814		50,814	50,814	50,814	50,814
<b>TOTAL MIPPA AAA</b>	<b>0</b>	<b>5,646</b>	<b>0</b>	<b>5,646</b>		<b>56,460</b>	<b>56,460</b>	<b>56,460</b>	<b>56,460</b>
<b>MIPPA SHIP</b>									
SHIP Admin	0	0	0	0		0	0	0	0
SHIP Direct Services	0	0	0	0		0	0	0	0
SHIP Subcontracted Services				87,122		87,122	87,122	87,122	87,122
<b>TOTAL MIPPA SHIP</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>87,122</b>		<b>87,122</b>	<b>87,122</b>	<b>87,122</b>	<b>87,122</b>
<b>MIPPA ADRC</b>									
ADRC Admin	0	5,472	0	5,472		5,472	5,472	5,472	5,472
ADRC Direct Services	0	0	0	0		0	0	0	0
ADRC Subcontracted Services				49,248		49,248	49,248	49,248	49,248
<b>TOTAL MIPPA ADRC</b>	<b>0</b>	<b>5,472</b>	<b>0</b>	<b>54,720</b>		<b>54,720</b>	<b>54,720</b>	<b>54,720</b>	<b>54,720</b>
<b>TOTAL MIPPA GRANT FUNDED</b>	<b>0</b>	<b>11,118</b>	<b>0</b>	<b>198,302</b>		<b>198,302</b>	<b>198,302</b>	<b>198,302</b>	<b>198,302</b>
MIPPA PROGRAM INCOME / OTHER	0	0	0	0		0	0	0	0
<b>TOTAL MIPPA</b>	<b>0</b>	<b>11,118</b>	<b>0</b>	<b>198,302</b>		<b>198,302</b>	<b>198,302</b>	<b>198,302</b>	<b>198,302</b>

SECTION C

Payment Method: Reimbursement [ ] Request for Funds [X]

HHS Approved Indirect Cost Rate(s): \_\_\_\_\_

SECTION B	
Admin Compliance Check	
Total	5,646
MIPPA AAA	0
MIPPA SHIP	5,472
MIPPA ADRC	11,118
TOTAL MIPPA ADMIN	11,118

MIPPA BUDGET APPROVAL FOR STATE USE ONLY

Program Fiscal Team Analyst: *[Signature]* Date: 10/1/18

Program Fiscal Team Manager: *[Signature]* Date: 10/15/18

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**SFY 1 MIPPA SUMMARY**

BUDGET PERIOD: 10/01/2018 - 6/30/2019		[ x ] ORIGINAL [ ] REVISION NO.:		CONTRACT NO: MI 1819 - 21		DATE: 09/19/2018		PSA NO.: 21	
SECTION A	COST CATEGORY				LOCAL FUNDING Program Income / Other	MIPPA FUNDING			TOTAL MIPPA FUNDS
	Personnel Costs	Operating Costs	Indirect Costs	TOTAL COSTS		3 MONTH MIPPA FUNDS	9 MONTH MIPPA FUNDS	TOTAL MIPPA FUNDS	
<b>MIPPA AAA</b>									
AAA Admin	0	2,117	0	2,117		2,117	2,117	2,117	2,117
AAA Direct Services	0	0	0	0			0	0	0
AAA Contracted Services				19,055		19,055	19,055	19,055	19,055
<b>TOTAL MIPPA AAA</b>	<b>0</b>	<b>2,117</b>	<b>0</b>	<b>21,172</b>		<b>0</b>	<b>21,172</b>	<b>21,172</b>	<b>21,172</b>
<b>MIPPA SHIP</b>									
SHIP Admin	0	0	0	0		0	0	0	0
SHIP Direct Services	0	0	0	0		0	0	0	0
SHIP Subcontracted Services				32,671		32,671	32,671	32,671	32,671
<b>TOTAL MIPPA SHIP</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32,671</b>		<b>0</b>	<b>32,671</b>	<b>32,671</b>	<b>32,671</b>
<b>MIPPA ADRC</b>									
ADRC Admin	0	2,052	0	2,052		2,052	2,052	2,052	2,052
ADRC Direct Services	0	0	0	0		0	0	0	0
ADRC Subcontracted Services				18,468		18,468	18,468	18,468	18,468
<b>TOTAL MIPPA ADRC</b>	<b>0</b>	<b>2,052</b>	<b>0</b>	<b>20,520</b>		<b>0</b>	<b>20,520</b>	<b>20,520</b>	<b>20,520</b>
<b>TOTAL MIPPA GRANT FUNDED</b>	<b>0</b>	<b>4,169</b>	<b>0</b>	<b>74,363</b>		<b>0</b>	<b>74,363</b>	<b>74,363</b>	<b>74,363</b>
MIPPA PROGRAM INCOME / OTHER	0	0	0	0		0	0	0	0
<b>TOTAL MIPPA</b>	<b>0</b>	<b>4,169</b>	<b>0</b>	<b>74,363</b>		<b>0</b>	<b>74,363</b>	<b>74,363</b>	<b>74,363</b>

SECTION B	
Admin Compliance Check	
<b>SFY 1 Admin</b>	<b>Total</b>
MIPPA AAA	2,117
MIPPA SHIP	0
MIPPA ADRC	2,052
<b>TOTAL MIPPA ADMIN</b>	<b>4,169</b>

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**MIPPA CONTRACTED SERVICES**

BUDGET PERIOD: 10/01/2018 - 6/30/2019		[x] ORIGINAL [ ] REVISION NO.:	CONTRACT NO: MI 1819 - 21	DATE: 09/19/2018	PSA NO.: 21
<b>Contractors</b>					
Name:	Council on Aging - Southern California	GRANT FUNDS	32,671	MIPPA AAA	70,194
Address:	2 Executive Circle, Suite 175, Irvine, CA 92614	IN-KIND		18,468	0
Telephone:	(714) 648-0892	PROGRAM INCOME			0
Contact Person:	Miriam Boulger	OTHER FUNDING			0
		<b>TOTAL FUNDING</b>	<b>32,671</b>	<b>18,468</b>	<b>70,194</b>
Name:		GRANT FUNDS			0
Address:		IN-KIND			0
Telephone:		PROGRAM INCOME			0
Contact Person:		OTHER FUNDING			0
		<b>TOTAL FUNDING</b>	<b>0</b>	<b>0</b>	<b>0</b>
Name:		GRANT FUNDS			0
Address:		IN-KIND			0
Telephone:		PROGRAM INCOME			0
Contact Person:		OTHER FUNDING			0
		<b>TOTAL FUNDING</b>	<b>0</b>	<b>0</b>	<b>0</b>
Name:		GRANT FUNDS			0
Address:		IN-KIND			0
Telephone:		PROGRAM INCOME			0
Contact Person:		OTHER FUNDING			0
		<b>TOTAL FUNDING</b>	<b>0</b>	<b>0</b>	<b>0</b>
Name:		GRANT FUNDS			0
Address:		IN-KIND			0
Telephone:		PROGRAM INCOME			0
Contact Person:		OTHER FUNDING			0
		<b>TOTAL FUNDING</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL MIPPA CONTRACTED SERVICES</b>			<b>32,671</b>	<b>18,468</b>	<b>70,194</b>

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**MIPPA EQUIPMENT**

BUDGET PERIOD: 10/01/2018 - 6/30/2019		[x] ORIGINAL [ ] REVISION NO.:		CONTRACT NO: MI 1819 - 21		DATE: 09/19/2018		PSA NO.: 21	
ITEM DESCRIPTION & QUANTITY	EXPECTED ACQUIRE DATE	Purpose/Justification	Per Unit Cost	FUND USED Select from dropdown	TOTAL COST				
<b>MIPPA ADMIN EQUIPMENT</b>									
Include all property with a per unit cost of \$500 or more									
				MIPPA AAA					
				MIPPA SHIP					
				MIPPA ADRC					
				None					
				None					
MIPPA ADMIN EQUIPMENT TOTAL					0				
<b>MIPPA DIRECT PROGRAM EQUIPMENT</b>									
Include all property with a per unit cost of \$500 or more									
				MIPPA AAA					
				MIPPA SHIP					
				MIPPA ADRC					
				None					
				None					
MIPPA DIRECT EQUIPMENT TOTAL					0				
<b>TOTAL AAA EQUIPMENT PURCHASES</b>					0				
<b>MIPPA SUBCONTRACTOR EQUIPMENT</b>									
Include all property with a per unit cost of \$500 or more									
				MIPPA AAA					
				MIPPA SHIP					
				MIPPA ADRC					
				None					
				None					
				None					
				None					
MIPPA SUBCONTRACTOR EQUIPMENT TOTAL					0				
<b>TOTAL EQUIPMENT BUDGETED</b>					0				

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**SFY 2 MIPPA SUMMARY**

BUDGET PERIOD: 7/01/2019 - 6/30/2020		[x] ORIGINAL [ ] REVISION NO.:		CONTRACT NO: M1 1819 - 21		DATE: 09/19/2018		PSA NO.: 21		
SECTION A		COST CATEGORY				MIPPA FUNDING				
		Personnel Costs	Operating Costs	Indirect Costs	TOTAL COSTS	Program Income / Other	3 MONTH MIPPA FUNDS	9 MONTH MIPPA FUNDS	TOTAL MIPPA FUNDS	TOTAL FUNDS
<b>MIPPA AAA</b>										
AAA Admin	0	2,823	0	0	2,823		706	2,117	2,823	2,823
AAA Direct Services	0	0	0	0	0				0	0
AAA Contracted Services					25,407		6,352	19,055	25,407	25,407
<b>TOTAL MIPPA AAA</b>	<b>0</b>	<b>2,823</b>	<b>0</b>	<b>0</b>	<b>28,230</b>		<b>7,058</b>	<b>21,172</b>	<b>28,230</b>	<b>28,230</b>
<b>MIPPA SHIP</b>										
SHIP Admin	0	0	0	0	0		0	0	0	0
SHIP Direct Services	0	0	0	0	0				0	0
SHIP Subcontracted Services					43,561		10,890	32,671	43,561	43,561
<b>TOTAL MIPPA SHIP</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>43,561</b>		<b>10,890</b>	<b>32,671</b>	<b>43,561</b>	<b>43,561</b>
<b>MIPPA ADRC</b>										
ADRC Admin	0	2,736	0	0	2,736		684	2,052	2,736	2,736
ADRC Direct Services	0	0	0	0	0				0	0
ADRC Subcontracted Services					24,624		6,156	18,468	24,624	24,624
<b>TOTAL MIPPA ADRC</b>	<b>0</b>	<b>2,736</b>	<b>0</b>	<b>0</b>	<b>27,360</b>		<b>6,840</b>	<b>20,520</b>	<b>27,360</b>	<b>27,360</b>
<b>TOTAL MIPPA GRANT FUNDED</b>	<b>0</b>	<b>5,559</b>	<b>0</b>	<b>0</b>	<b>99,151</b>		<b>24,788</b>	<b>74,363</b>	<b>99,151</b>	<b>99,151</b>
<b>MIPPA PROGRAM INCOME / OTHER</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL MIPPA</b>	<b>0</b>	<b>5,559</b>	<b>0</b>	<b>0</b>	<b>99,151</b>		<b>24,788</b>	<b>74,363</b>	<b>99,151</b>	<b>99,151</b>

SECTION B	
Admin/Compliance Check	
SFY 2 Admin	Total
MIPPA AAA	2,823
MIPPA SHIP	0
MIPPA ADRC	2,736
<b>TOTAL MIPPA ADMIN</b>	<b>5,559</b>







**MIPPA CONTRACTED SERVICES**

BUDGET PERIOD: 7/01/2019 - 6/30/2020		[x] ORIGINAL [ ] REVISION NO.:		CONTRACT NO: MI 1819 - 21		DATE: 09/19/2018		PSA NO.: 21	
<b>Contractors</b>				MIPPA SHIP	MIPPA AAA	MIPPA ADRC	TOTAL CONTRACTED SERVICES		
Name:	Council on Aging - Southern California	GRANT FUNDS		43,561	25,407	24,624	93,592		
Address:	2 Executive Circle, Suite 175, Irvine, CA 92614	IN-KIND					0		
Telephone:	(714) 648-0892	PROGRAM INCOME					0		
Contact Person:	Miriam Boulger	OTHER FUNDING					0		
		<b>TOTAL FUNDING</b>		43,561	25,407	24,624	93,592		
Name:		GRANT FUNDS					0		
Address:		IN-KIND					0		
Telephone:		PROGRAM INCOME					0		
Contact Person:		OTHER FUNDING					0		
		<b>TOTAL FUNDING</b>		0	0	0	0		
Name:		GRANT FUNDS					0		
Address:		IN-KIND					0		
Telephone:		PROGRAM INCOME					0		
Contact Person:		OTHER FUNDING					0		
		<b>TOTAL FUNDING</b>		0	0	0	0		
Name:		GRANT FUNDS					0		
Address:		IN-KIND					0		
Telephone:		PROGRAM INCOME					0		
Contact Person:		OTHER FUNDING					0		
		<b>TOTAL FUNDING</b>		0	0	0	0		
Name:		GRANT FUNDS					0		
Address:		IN-KIND					0		
Telephone:		PROGRAM INCOME					0		
Contact Person:		OTHER FUNDING					0		
		<b>TOTAL FUNDING</b>		0	0	0	0		
<b>TOTAL MIPPA CONTRACTED SERVICES</b>				<b>43,561</b>	<b>25,407</b>	<b>24,624</b>	<b>93,592</b>		

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**MIPPA EQUIPMENT**

BUDGET PERIOD: 7/01/2019 - 6/30/2020	<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION NO.:	CONTRACT NO: MJ 1819 - 21	DATE: 09/19/2018	PSA NO.: 21	
ITEM DESCRIPTION & QUANTITY	EXPECTED ACQUIRE DATE	Purpose/Justification	Per Unit Cost	FUND USED Select from dropdown	TOTAL COST
<b>MIPPA ADMIN EQUIPMENT</b>					
Include all property with a per unit cost of \$500 or more					
				MIPPA AAA	
				MIPPA SHIP	
				MIPPA ADRC	
				None	
				None	
				MIPPA ADMIN EQUIPMENT TOTAL	0
<b>MIPPA DIRECT PROGRAM EQUIPMENT</b>					
Include all property with a per unit cost of \$500 or more					
				MIPPA AAA	
				MIPPA SHIP	
				MIPPA ADRC	
				None	
				None	
				MIPPA DIRECT EQUIPMENT TOTAL	0
<b>MIPPA SUBCONTRACTOR EQUIPMENT</b>					
Include all property with a per unit cost of \$500 or more					
				MIPPA AAA	
				MIPPA SHIP	
				MIPPA ADRC	
				None	
				None	
				None	
				None	
				MIPPA SUBCONTRACTOR EQUIPMENT TOTAL	0
				<b>TOTAL EQUIPMENT BUDGETED</b>	<b>0</b>

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**SFY 3 MIPPA SUMMARY**

BUDGET PERIOD: 7/01/2020 - 9/29/2020		[x] ORIGINAL [ ] REVISION NO.:		CONTRACT NO: MI 1819 - 21		DATE: 09/19/2018		PSA NO.: 21	
SECTION A	COST CATEGORY				LOCAL FUNDING Program Income / Other	MIPPA FUNDING			TOTAL MIPPA FUNDS
	Personnel Costs	Operating Costs	Indirect Costs	TOTAL COSTS		3 MONTH MIPPA FUNDS	9 MONTH MIPPA FUNDS	TOTAL MIPPA FUNDS	
<b>MIPPA AAA</b>									
AAA Admin	0	706	0	706		706	706	706	706
AAA Direct Services	0	0	0	0		0	0	0	0
AAA Contracted Services				6,352		6,352	6,352	6,352	6,352
<b>TOTAL MIPPA AAA</b>	<b>0</b>	<b>706</b>	<b>0</b>	<b>7,058</b>		<b>7,058</b>	<b>0</b>	<b>7,058</b>	<b>7,058</b>
<b>MIPPA SHIP</b>									
SHIP Admin	0	0	0	0		0	0	0	0
SHIP Direct Services	0	0	0	0		0	0	0	0
SHIP Subcontracted Services				10,890		10,890	10,890	10,890	10,890
<b>TOTAL MIPPA SHIP</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,890</b>		<b>10,890</b>	<b>0</b>	<b>10,890</b>	<b>10,890</b>
<b>MIPPA ADRC</b>									
ADRC Admin	0	684	0	684		684	684	684	684
ADRC Direct Services	0	0	0	0		0	0	0	0
ADRC Subcontracted Services				6,156		6,156	6,156	6,156	6,156
<b>TOTAL MIPPA ADRC</b>	<b>0</b>	<b>684</b>	<b>0</b>	<b>6,840</b>		<b>6,840</b>	<b>0</b>	<b>6,840</b>	<b>6,840</b>
<b>TOTAL MIPPA GRANT FUNDED</b>	<b>0</b>	<b>1,390</b>	<b>0</b>	<b>24,788</b>		<b>24,788</b>	<b>0</b>	<b>24,788</b>	<b>24,788</b>
MIPPA PROGRAM INCOME / OTHER	0	0	0	0		0	0	0	0
<b>TOTAL MIPPA</b>	<b>0</b>	<b>1,390</b>	<b>0</b>	<b>24,788</b>		<b>24,788</b>	<b>0</b>	<b>24,788</b>	<b>24,788</b>

SECTION B	
Admin Compliance Check	
SFY 3 Admin	Total
MIPPA AAA	706
MIPPA SHIP	0
MIPPA ADRC	684
<b>TOTAL MIPPA ADMIN</b>	<b>1,390</b>







## MIPPA CONTRACTED SERVICES

BUDGET PERIOD: 7/01/2020 - 9/29/2020	[x] ORIGINAL [ ] REVISION NO.:	CONTRACT NO: MI 1819 - 21	DATE: 09/19/2018	PSA NO.: 21
<b>Contractors</b>				
Name:	Council on Aging - Southern California			
Address:	2 Executive Circle, Suite 175, Irvine, CA 92614			
Telephone:	(714) 648-0892			
Contact Person:	Miriam Boulger			
<hr/>				
Name:		GRANT FUNDS	10,890	23,398
Address:		IN-KIND		0
Telephone:		PROGRAM INCOME		0
Contact Person:		OTHER FUNDING		0
		<b>TOTAL FUNDING</b>	<b>10,890</b>	<b>23,398</b>
<hr/>				
Name:		GRANT FUNDS		0
Address:		IN-KIND		0
Telephone:		PROGRAM INCOME		0
Contact Person:		OTHER FUNDING		0
		<b>TOTAL FUNDING</b>	<b>0</b>	<b>0</b>
<hr/>				
Name:		GRANT FUNDS		0
Address:		IN-KIND		0
Telephone:		PROGRAM INCOME		0
Contact Person:		OTHER FUNDING		0
		<b>TOTAL FUNDING</b>	<b>0</b>	<b>0</b>
<hr/>				
Name:		GRANT FUNDS		0
Address:		IN-KIND		0
Telephone:		PROGRAM INCOME		0
Contact Person:		OTHER FUNDING		0
		<b>TOTAL FUNDING</b>	<b>0</b>	<b>0</b>
<hr/>				
Name:		GRANT FUNDS		0
Address:		IN-KIND		0
Telephone:		PROGRAM INCOME		0
Contact Person:		OTHER FUNDING		0
		<b>TOTAL FUNDING</b>	<b>0</b>	<b>0</b>
<hr/>				
<b>TOTAL MIPPA CONTRACTED SERVICES</b>			<b>10,890</b>	<b>23,398</b>

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### MIPPA EQUIPMENT

BUDGET PERIOD: 7/01/2020 - 9/29/2020	[X] ORIGINAL [ ] REVISION NO.:	CONTRACT NO: MI 1819 - 21	DATE: 09/19/2018	PSA NO.: 21	
ITEM DESCRIPTION & QUANTITY	EXPECTED ACQUIRE DATE	Purpose/Justification	Per Unit Cost	FUND USED Select from dropdown	TOTAL COST
<b>MIPPA ADMIN EQUIPMENT</b>					
Include all property with a per unit cost of \$500 or more					
				MIPPA AAA	
				MIPPA SHIP	
				MIPPA ADRC	
				None	
				None	
<b>MIPPA ADMIN EQUIPMENT TOTAL</b>					<b>0</b>
<b>MIPPA DIRECT PROGRAM EQUIPMENT</b>					
Include all property with a per unit cost of \$500 or more					
				MIPPA AAA	
				MIPPA SHIP	
				MIPPA ADRC	
				None	
				None	
<b>MIPPA DIRECT PROGRAM EQUIPMENT TOTAL</b>					<b>0</b>
<b>MIPPA SUBCONTRACTOR EQUIPMENT</b>					
Include all property with a per unit cost of \$500 or more					
				MIPPA AAA	
				MIPPA SHIP	
				MIPPA ADRC	
				None	
				None	
				None	
				None	
<b>MIPPA SUBCONTRACTOR EQUIPMENT TOTAL</b>					<b>0</b>
<b>TOTAL EQUIPMENT BUDGETED</b>					<b>0</b>

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Contractor Agency: Riverside County Office on Aging		Submission Date: 9/6/2018	
PSA#: 21	Fiscal Year: 1819	Contract No: MI	- 1819 - 21

<b>GOAL #1: Expand, extend or enhance outreach/enrollment efforts targeted at beneficiaries with limited incomes</b>						
Objectives	Key Tasks	Staff	Key Partners	Start Date	End Date	Outcome Status/Comments
Expand and maximize community awareness	Direct Mailer to Low Income Subsidy (LIS) recipients (mailed out 2 times)  Advertise in Inyo Register	Health Insurance Counseling and Advocacy Program (HICAP) Program Manager	Riverside County  Inyo/Mono	10/01/2018 02/28/2019  10/01/2018	10/31/2018 02/28/2019  12/31/2018	Direct Mailer letter to over 10,000 low-income beneficiaries which discusses Medicare Savings Program (MSP) and Extra Help
Conduct Medicare Improvements for Patients and Providers Act (MIPPA) outreach events at Senior Centers, Key Agencies, partnerships and Senior Living Communities, Northern Inyo Hospital	Provide specific LIS and Extra Help collateral materials to Senior Centers, Social Security Offices and Senior Living Communities in English and Spanish	HICAP Program Manager  HICAP Program Manager and staff	Social Security, Senior Centers, Senior Living Communities  Latino Network Dept of Social Services, Inyo	10/01/2018	06/30/2019	Messaging about HICAP services/ Low-income programs  Inform and Educate clients and community partners on the basic knowledge and updates regarding Medicare, MSP and Extra Help.



**GOAL #2: Expand, extend or enhance outreach/enrollment efforts targeted at beneficiaries living in rural areas**

Objectives	Key Tasks	Staff	Key Partners	Start Date	End Date	Outcome Status/Comments
Direct Mailer targets zip codes in rural areas.	Direct Mailer – informational letter regarding low-income programs to rural areas (zip codes)	HICAP Program Manager	Riverside County	10/01/2018	12/31/2018	Increase Extra Help and MSP applications. Raise awareness about HICAP Services.
Conduct Outreach MIPPA presentations to remote targeted areas. Work with community partners to deliver messages about low-income programs, MSP and Extra Help.	Provide specific presentations tailored to targeted audience that include HICAP low-income services- MSP and Extra Help.	HICAP staff	Social Security Offices Senior Centers Senior Living Communities	10/01/2018	06/30/2019	Educate the public about HICAP services. Inform the community regarding Extra Help and MSP.

**GOAL #3: Expand, extend or enhance outreach/enrollment efforts related to Medicare wellness benefits and preventive services**

Objectives	Key Tasks	Staff	Key Partners	Start Date	End Date	Outcome Status/Comments
Train HICAP Staff and Volunteers on healthcare plan changes as it relates to wellness and preventive services  Develop partnership with the county on HICAP services for clients as it relates	Make Centers for Medicare and Medicaid Services (CMS) and health plan fact sheets on wellness and preventives services available to HICAP staff and volunteers.	HICAP Program Manager and HICAP staff	Senior Centers Riverside County, Senior Living Communities Justice in Aging	10/01/2018	06/30/2019	All staff and volunteers fully capable to assist clients, community partners and healthcare providers on all county health plan wellness and preventive service offers  Communicate to the County and new partners





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<p>to wellness and preventive care.</p> <p>Conduct MIPPA wellness and preventive services outreach events at key targeted Senior Centers, key Agencies Partnerships and Senior Living Communities</p> <p>HICAP individual counseling sessions</p>	<p>Communicate to HICAP clients during counseling session wellness and preventive services classes offered by the county</p> <p>Communicate wellness and preventive services changes overview of changes that are available in health plans and how to access these health plan changes.</p> <p>Ensure wellness and preventive services are part of each one on one counseling session</p>	<p>HICAP Program Manager and HICAP staff</p> <p>HICAP Program Manager and HICAP staff</p>	<p>Riverside, Inyo and Mono Counties</p> <p>Senior Centers, Senior Living Communities Health Fairs</p> <p>Senior Centers/ Counseling Sites</p>	<p>10/01/2018</p> <p>10/01/2018</p>	<p>06/30/2019</p> <p>06/30/2019</p>	<p>what HICAP can offer as well as provide wellness service plan overview to each client.</p> <p>Communicate and inform targeted senior groups about what services HICAP can offer about their health plan wellness and preventive services. Provide collateral information on these programs and service offer.</p> <p>Review and provide clients specific wellness and preventive service; inform them about their plan and any options they may be able to use or change</p>
<p><b>GOAL #4: Develop new partnerships and maintain existing ones</b></p>						
<p>Objectives</p> <p>Contact all current LIS and Extra Help community partners</p>	<p>Key Tasks</p> <p>Setup an orientation meeting to discuss health plans wellness and preventive changes</p>	<p>Staff</p> <p>HICAP Program Manager and HICAP staff</p>	<p>Key Partners</p> <p>Riverside, Inyo and Mono Counties Current key Partnerships List</p>	<p>Start Date</p> <p>10/01/2018</p>	<p>End Date</p> <p>06/30/2019</p>	<p>Outcome Status/Comments</p> <p>Inform all current (LIS and Extra Help) community partners and healthcare provider that HICAP will continue to be a key partner in assist their staff</p>

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<p>Develop new community partners that would benefit from HICAP knowledge of LIS and Extra Help programs</p>	<p>Setup wellness and preventive service outreach presentation for their staff and or clients to educate them on health plan changes</p>	<p>HICAP Program Manager and HICAP staff</p>	<p>Molina IEHP Northern Inyo Hospital</p>	<p>10/01/2018</p>
<p>Work with the county to develop these new cross relationship benefits for both organizations</p>	<p>Work with the county to develop these new cross relationship benefits for both organizations</p>	<p>HICAP Program Manager</p>	<p>Riverside, Inyo and Mono counties</p>	<p>10/01/2018</p>
<p>and clients with MSP and Extra Help knowledge</p>	<p>Setup as many informational MSP and Extra Help presentations as necessary to educate health plan, and community partners about how HICAP can assist their clients with these two programs.</p>	<p>Create a broader awareness with new community partners in the county about how HICAP can help their organization and clients with information about MSP and Extra Help.</p>	<p>06/30/2019</p>	<p>06/30/2019</p>