

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



ITEM: 3.26  
(ID # 11088)

**MEETING DATE:**

Tuesday, November 5, 2019

**FROM:** OFFICE ON AGING:

**SUBJECT:** OFFICE ON AGING: Approve Amendment No. 1 to Standard Agreement No. FA-1718-21 with the California Department of Aging (CDA) for the Health Insurance Counseling and Advocacy Program (HICAP), extending the period of performance for seven (7) months, for the period of December 22, 2019 - July 31, 2020. All Districts; [Total Cost: \$0; up to \$50,000 in potential additional compensation - 100% Federal]

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

1. Approve Amendment No.1 to Standard Agreement FA-1718-21 with the California Department of Aging (CDA) for the Health Insurance Counseling and Advocacy Program (HICAP), administered by the Riverside County Office on Aging (RCOoA), extending the period of performance for seven (7) months, for the period December 22, 2019 - July 31, 2020, and authorize the Chairman of the Board to sign the amendment on behalf of the County;
2. Authorize the RCOoA Director, or Deputy Director, as approved by County Counsel, to sign amendments to Standard Agreement FA-1718-21 that make modifications to the statement of work that stay within the intent of the agreement and sign amendments to the compensation provisions that do not exceed the sum total of \$50,000;
3. Authorize the RCOoA Director, or Deputy Director, to sign the Information Integrity and Security Statement, California Civil Rights Laws Certification and Contractor Certification Clauses; and
4. Direct the Clerk of the Board to return four (4) original amendments to RCOoA for further processing.

**ACTION:Policy**

Jewel Lee, Director of Office on Aging

10/28/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: November 5, 2019  
xc: OOA

Kecia R. Harper  
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>	\$0	\$0	\$0	\$ 0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 17/18-19/20	

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

**BACKGROUND:**

**Summary**

RCOoA currently has an agreement with the California Department of Aging (CDA) for outreach and materials pertaining to Cal MediConnect and one-on-one counseling for the eligible population. These services are available through the Health Insurance Counseling and Advocacy Program (HICAP). HICAP is offered to older adults throughout the county who are Medicare beneficiaries. In addition, the program provides information and community resources for assistance with Medicare benefits, prescription drug plans and health plans. Cal MediConnect is the former Dual Eligible Demonstration Project which coordinated health care services for people with Medicare and Medi-Cal through an integrated system of health delivery, including medical, behavioral, and long-term support. Dual Eligible include individuals who are 21 years of age, or older, who are enrolled for benefits under Medicare Part A or Medicare Part B, or both, and are eligible for medical assistance under the Medi-Cal State Plan.

Amendment No. 1 to Standard Agreement No. FA-1718-21 extends the period of performance of the agreement for seven (7) additional months, beginning on December 22, 2019, and continuing through July 31, 2020.

Amendment No. 1 to Standard Agreement No. FA-1718-21 was reviewed and approved as to form by County Counsel.

**Impact on Residents and Businesses**

HICAP provides program-eligible participants education and counseling for a better understanding of their health insurance coverage options.

**Additional Fiscal Information**

Standard Agreement No. FA-1718-21 was previously authorized by the Board of Supervisors on April 10, 2018, Item No. 3.20. This Amendment No. 1 to Standard Agreement No. FA-1718-21 extends the period of performance for seven (7) additional months, beginning on December 22, 2019 and continuing through July 31, 2020. RCOoA has received a notice of intent from CDA indicating Amendment No. 2 to the Standard Agreement No. FA-1718-21 will be released within a few months, allocating additional funding to the agreement. Based on previous contractual amendments, RCOoA does not anticipate Amendment No. 2 to exceed \$50,000, and is requesting the Board of Supervisors authorize the RCOoA Director, or Deputy Director, as

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

approved by County Counsel, to sign amendments that make modifications to the statement of work that stay within the intent of the agreement and sign amendments to the compensation provisions that do not exceed the sum total of \$50,000.

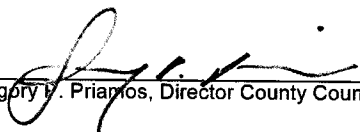
**ATTACHMENTS:**

**ATTACHMENT A. AMENDMENT NO. 1 TO STANDARD AGREEMENT FA-1718-21**

**ATTACHMENT B. INFORMATION INTEGRITY & SECURITY STATEMENT (CDA 1024)**

**ATTACHMENT C. CA CIVIL RIGHTS LAWS CERTIFICATION (CDA 9026)**

**ATTACHMENT D. CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)**

  
\_\_\_\_\_  
Gregory T. Priamos, Director County Counsel      10/29/2019

# RESOLUTION

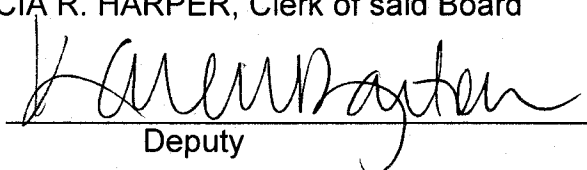
**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, November 5, 2019, that Kevin Jeffries, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. FA-1718-21 between Riverside County and California Department of Aging providing: for the Health Insurance Counseling and Advocacy Program (HICAP).

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
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 R. HARPER, Clerk of said Board

By:   
Deputy

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

I, Karen Barton, Deputy Clerk of the Board for the County of Riverside, do hereby certify that the foregoing is a full, true and correct copy of Standard Agreement No. FA-1718-21, Amendment No.1, approved by the Board of Supervisors at a regular meeting duly held and convened on November 5, 2019, at which meeting a quorum of said Board was present and acting throughout.

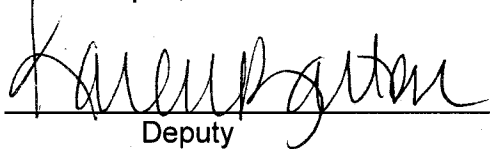
Furthermore, I hereby certify that according to provisions of Government Code Section 25103, a copy of Standard Agreement No. FA-1718-21, Amendment No.1, was delivered to the Chairman of the Board, Kevin Jeffries.

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 5th day of November, 2019.

WITNESS my hand and official seal

Kecia R. Harper, Clerk of the Board

By:   
Deputy

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213 A (Rev 6/03)

WHEN DOCUMENT IS FULLY EXECUTED RETURN

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
 Post Office Bx 1147, Riverside, Ca 92502-1147

Thank You Pages

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER <b>FA-1718-21</b>	AMENDMENT NUMBER <b>1</b>
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**California Department of Aging**  
CONTRACTOR'S NAME  
**Riverside County Office on Aging**
- The term of this Agreement is **February 15, 2018** through **July 31, 2020**
- The maximum amount of this Agreement after this amendment is: **\$ 92,775**  
**Ninety-two thousand seven hundred seventy-five and 00/100 dollars**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- This amendment extends the term of the Agreement by seven (7) months. The new end date of the Agreement shall be July 31, 2020.
- No other changes shall be effective under this Amendment.

ATTEST:  
 KECIA R. HARPER, Clerk  
 By *[Signature]*  
 DEPUTY

All other terms and conditions shall remain the same.

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

BY: DANIELLE D. MALAND 10/31/19  
 COUNTY COUNSEL DATE

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
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>11/5/19</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>KEVIN JEFFRIES CHAIRMAN, BOARD OF SUPERVISORS</b>		
ADDRESS <b>P.O. Box 2099 Riverside CA 92516</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>California Department of Aging</b>		<input checked="" type="checkbox"/> Exempt per: AG OP 80-111
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) <b>11/21/19</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Nate Gillen, Chief, Business Management Branch</b>		
ADDRESS <b>1300 National Drive, Ste. 200, Sacramento, CA 95834</b>		

NOV 05 2019 3.26

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>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**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.

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**  
 CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts 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 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.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:
Indicate all California Department of Aging contracts your organization participates in:	
<input type="checkbox"/> Area Plan (AP)	<input type="checkbox"/> Financial Alignment (FA)
<input type="checkbox"/> HICAP (HI)	<input type="checkbox"/> MIPPA (MI)
<input type="checkbox"/> MSSP (MS)	<input type="checkbox"/> SNAP-Ed (SP)
<input type="checkbox"/> Title V (TV)	

**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:

Contract Number:

Printed Name of Person Signing:

Title of Person Signing:

Authorized Signature:

Date: