

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



ITEM: 3.22
(ID # 24366)

MEETING DATE:
Tuesday, April 02, 2024

FROM : OFFICE ON AGING:

SUBJECT: OFFICE ON AGING: Ratify and Approve Standard Agreement No. HI-2425-21 with the California Department of Aging for the Health Insurance Counseling and Advocacy Program (HICAP), for the period April 1, 2024 - March 31, 2025 with the option to renew annually contingent upon additional funding made available by CDA; All Districts. [Total Cost: \$484,818 - 32% Federal, 68% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Standard Agreement No. HI-2425-21 with the California Department of Aging for the Health Insurance Counseling and Advocacy Program (HICAP), in the amount of \$484,818, for the period of April 1, 2024 to March 31, 2025, and authorize the Chairman of the Board to sign the agreement on behalf of the County;

Continued on Page 2

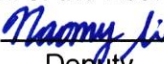
ACTION:Policy

Jewel Lee, Director of Office on Aging 2/27/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 2, 2024
xc: Office of Aging

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Riverside County Office on Aging (RCOoA) to allocate funds to new and/or existing service providers for the Health Insurance Counseling and Advocacy Program (HICAP) through the use of the subgrantee agreement template (Attachment B) for the period of April 1, 2024 – March 31, 2025 with the option to renew annually contingent upon additional funding made available by CDA;
3. Authorize the RCOoA Director, or designee, to administer the agreement and sign amendments, approved as to form by County Counsel, pertaining to Standard Agreement No. HI-2425-21 that (a) make modifications to the scope of work and/or terms and conditions that stay within the intent of the agreement and (b) sign amendments to the compensation provisions that do not exceed the total cost of the standard agreement;
4. Authorize the RCOoA Director, or Designee, to execute and take all necessary steps to administer the HICAP Program and sign any certifications, assurances, standard agreements, reports, or any other documents related to the Program and required by CDA, as approved as to form by County Counsel and that is consistent with the Board's approval; and
5. Direct the Clerk of the Board to return four (4) original agreements to the Riverside County Office on Aging for further processing.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$121,204	\$363,614	\$484,818	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 32% Federal, 68% State			Budget Adjustment: No	
			For Fiscal Year: 23/24-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Office on Aging (RCOoA) proposes entering into an agreement with the California Department of Aging (CDA) to administer the funds allocated under this Standard Agreement to deliver Health Insurance Counseling and Advocacy Program (HICAP) services for Medicare beneficiaries and community education throughout the County of Riverside. HICAP is the primary local source for accurate and objective information and assistance with Medicare benefits, prescription drug plans and health plans.

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

This agreement reflects the current contract from CDA and could be subject to modifications based on the State's final legislative process. The term of this agreement is twelve (12) months, from April 1, 2024 through March 31, 2025.

Standard Agreement No. HI-2425-21 was reviewed and approved as to form by County Counsel.

Impact on Residents and Businesses

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

Additional Fiscal Information

The FY 24/25 Standard Agreement No. HI-2425-21 between California Department of Aging and the County of Riverside for HICAP is for a total amount of \$484,818. RCOoA included this amount in the FY 23/24 Budget and FY 24/25 Recommended Budget, therefore, no budget adjustment is needed. The total HICAP funding is based on past year funding from the State HICAP Fund, the California Department of Insurance (CDI) Reimbursements Fund, and the 2024 State Health Insurance Assistance Program (SHIP) federal grant funds. Exclusive to contract HI-2425, there is an increased additional State HICAP fund allocation that provides each local HICAP with the funding to maintain the equivalent of at least 1.0 full-time Volunteer Coordinator.

There is no impact to the County General Fund.

ATTACHMENTS:

ATTACHMENT A. STANDARD AGREEMENT NO. HI-2425-21

ATTACHMENT B. SUBGRANTEE AGREEMENT TEMPLATE


Erianis Lontajo, Principal Management Analyst

3/27/2024


Gregg Gu, Chief of Deputy County Counsel

3/27/2024

to Riverside County Clerk of the Board, Stop 1010
 205 Office Bldg 1147, Riverside, Ca 92502-1147

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

SCO ID: 4170-~~HI-242521~~

STANDARD AGREEMENT
 STD 213 (Rev. 04/2020)

AGREEMENT NUMBER HI-2425-21	PURCHASING AUTHORITY NUMBER (If Applicable)
---------------------------------------	---

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

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTOR NAME
Riverside County Office on Aging

2. The term of this Agreement is:

START DATE
4/1/2024

THROUGH END DATE
3/31/2025

3. The maximum amount of this Agreement is:

\$ 484,818 Four hundred eighty-four thousand eight hundred eighteen and 00/100 dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	5 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail and Payment Provisions	8 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	33 pages
Exhibit E	Additional Provisions	11 pages

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Riverside County Office on Aging

CONTRACTOR BUSINESS ADDRESS
3610 Central Avenue, Suite 102

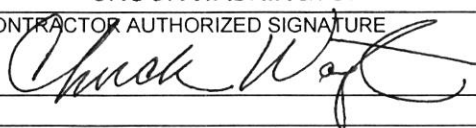
CITY
Riverside

STATE
CA

ZIP
92506


PRINTED NAME OF PERSON SIGNING
CHUCK WASHINGTON

TITLE
 Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE


DATE SIGNED
4/02/2024

STATE OF CALIFORNIA

ATTEST:
 KIMBERLY A. RECTOR, Clerk
 By  DEPUTY

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS
2880 Gateway Oaks Drive, Suite 200

CITY
Sacramento

STATE
CA

ZIP
95833

PRINTED NAME OF PERSON SIGNING
Nate Gillen

TITLE
 Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

COUNTY COUNSEL APPROVED AS TO FORM

BY:  **02/26/2024**

GREGG M. GU

DATE

APR 02 2024

3.22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, April 02, 2024, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. HI-2425-21 between County of Riverside, Office on Aging and the California Department of Aging providing for: Health Insurance Counseling and Advocacy Program (HICAP).

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays: None

Absent: None

Abstain: 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.

KIMBERLY A. RECTOR, Clerk of the Board

BY: Nancy Li Deputy

ARTICLE I. PROGRAM DEFINITIONS

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

ARTICLE II. SCOPE OF WORK

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

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

ARTICLE II. SCOPE OF WORK (Continued)

- H. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9 a.m. to 4 p.m. Responses to email communications must be provided within two (2) business days of the day the email was received.
- I. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party.
- J. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual.
[Welf. & Inst. Code § 9541(f)(4)]
- K. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics.
[Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
- L. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual.
[Welf. & Inst. Code § 9541(e)]
- M. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency.
[Welf. & Inst. Code § 9541(f)(7)]
- N. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
- O. Collect, track, and report on all aspects of HICAP activity as specified in Exhibit E of this agreement, to assess the Contractor's progress in reaching measurable outcomes as defined through annual HICAP Performance Measures
- P. Ensure the submission of program information and support documentation, to the CDA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA.
- Q. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.

ARTICLE II. SCOPE OF WORK (Continued)

- R. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.

- S. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:
 - 1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
 - 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541(c)(3)]
 - 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 9541(c)(3)]
 - 4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.
 - 5. Report the Legal Services units of service (if applicable) in the Area Plan Service Unit Plan (SUP).

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

- T. Perform the following if subcontracting for HICAP program services:
 - 1. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to Welf. & Inst. Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of this Agreement.

ARTICLE II. SCOPE OF WORK (Continued)

2. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.
 3. Review, approve, and monitor subcontractors' budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
 4. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Agreement. [45 CFR 1321.11]
 5. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance and interpretation of instructions.
- U. AAAs are required to integrate HICAP in their Area Plan and annual updates, following CDA guidance. When Area Plans or annual updates are submitted, AAAs must ensure that the submitted Area Plan or annual update either aligns with the approved HICAP budget or submit a budget revision to align with the Area Plan, as outlined in Exhibit B (WIC 9535(b)).

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/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

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. [SCM 3.17.2.A(4)]

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 Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability 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]

ARTICLE I. FUNDS (Continued)

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.

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.

ARTICLE I. FUNDS (Continued)

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 Agreement and approval of an itemized budget. No legal liability on the part of the State for any payment may arise under this Agreement 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 Agreement pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer an agreement amendment to the Contractor to reflect the reduced funding for this Agreement.
- 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.

ARTICLE I. FUNDS (Continued)

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.

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 total costs.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
 2. Contractors requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
 3. 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).

ARTICLE III. PROGRAM SPECIFIC FUNDS

- A. Program Income
1. No Program Income is required under the terms and conditions of this Agreement.

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

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

B. One-Time-Only (OTO) Funds

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

C. Matching Contributions

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

D. Administration

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

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original HICAP Budget thirty (30) days after contract documents have been released, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) days after receiving an amended Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision is sixty (60) days prior to the end of the Agreement period, unless otherwise specified by CDA. CDA will not accept any budget revision after the Agreement period has expired.

D. Line Item Budget Transfers

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

1. The Contractor shall submit a revised budget to CDA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.

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

2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

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

F. Equipment

Equipment/Property with per unit cost of \$5000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA and must be included in its approved HICAP Budget.

ARTICLE V. PAYMENT

A. The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA.

B. Payments will be made to reimburse expenditures reported unless payment method was established as a Request for Funds basis for the Agreement term at the time of Agreement execution.

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.

ARTICLE VI. CLOSEOUT

A. All contractors shall submit a Closeout Report to CDA once per State Fiscal Year, covering the period April 1st – March 31st.

B. Closeout reporting documents must be addressed to the CDA Fiscal Team.

ARTICLE VI. CLOSEOUT (Continued)

- C. 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 Agreement 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.

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Riverside County Office on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a, b, c, e	HIHL	181,807	0	0	181,807	0
State HICAP Fund	a, b, c, e	HIHL	90,858	0	0	90,858	0
State HICAP Fund Augmentation	a, b, c, e	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	c, d, e	HIFL	154,835	0	0	154,835	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			484,818	0	0	484,818	0

*The maximum amount available for period April 1, 2024 - June 30, 2025	
Reimbursements (Ins Fund)	\$45,287
State HICAP Fund	\$22,632
State HICAP Fund Augmentation	\$13,327

- a *State Funds will not be available until 4/1/2024 and expended by June 30, 2024; final expenditures reported in closeout no later than 8/15/2024.
- b State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- c The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- d Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 5/15/2025.
- e Final expenditures for State and Federal funds must be reported in closeout by 5/15/2025.

Federal Funds for this contract are provided by using the following Administration for Community Living (ACL) grants:

PROJECT TITLE	CFDA #	PROJECT	AWARD #	EFFECTIVE DATE
State Health Insurance Assistance Program (SHIP)	92.324	HIFL	TBD	4/1/2024

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. "UEI" means the Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
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 any 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 or Subcontractor would consider to be 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.

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 Americans Act.
18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)
19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)
20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2).
21. "Recoverable cost" means the questioned cost identified from an audit.

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 Americans 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.

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>

ARTICLE II. ASSURANCES (Continued)

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.]
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.

ARTICLE II. ASSURANCES (Continued)

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.

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.

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.
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.

ARTICLE II. ASSURANCES (Continued)

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. UEI Number and Related Information

1. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
2. The Contractor must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's UEI 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 UEI number, the Contractor must immediately update the information as required.

ARTICLE II. ASSURANCES (Continued)

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.
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

ARTICLE II. ASSURANCES (Continued)

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 B-06-11, 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, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

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 volunteer and may not be reimbursed or compensated.

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.

ARTICLE V. SUBCONTRACTS (Continued)

- 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.
- 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 (RFP) 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]
 - 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

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.

ARTICLE V. SUBCONTRACTS (Continued)

- 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 200.331, 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).

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. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout package. 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 of the July 1, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit and Risk Management

ARTICLE VI. RECORDS (Continued)

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. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
- 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.

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 \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

ARTICLE VII. PROPERTY (Continued)

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.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, 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 the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

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

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

ARTICLE VII. PROPERTY (Continued)

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) to property@aging.ca.gov. 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. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Contractor shall promptly notify CDA and shall provide copies of the investigative documentation and police reports as requested by 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.

ARTICLE VII. PROPERTY (Continued)

- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

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

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.

ARTICLE IX. MONITORING AND EVALUATION (Continued)

- 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. General

- 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
- 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee timesheets, purchase orders, and indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
- 4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting 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; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

A copy shall be submitted to the:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, California 95833

- b. 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.
- c. 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

ARTICLE X. AUDIT REQUIREMENTS (Continued)

Expenditures of Federal Awards” (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

- d. 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.
2. 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. The reconciliation must be submitted with the CDA Closeout Package.
3. Contract Resolution of Contractor's Subrecipients

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. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
5. Contract resolution includes:
 - a. 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 and 45 CFR 75.501 to 75.521.
 - b. 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.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.332 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

ARTICLE X. AUDIT REQUIREMENTS (Continued)

6. 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 and 45 CFR Part 75, Subparts E - Cost Principles.
[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
 - a. 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 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- d. 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 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. 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.
9. 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.
10. 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:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. 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 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- i. 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.
- ii. 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 and 45 CFR 75, Subparts 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]

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-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 - 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

ARTICLE XI. INSURANCE (Continued)

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

ARTICLE XI. INSURANCE (Continued)

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

ARTICLE XII. TERMINATION

A. Termination Without Cause

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

B. Termination for Cause

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

1. In case of threat 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

ARTICLE XII. TERMINATION (Continued)

that endangers performance of this Agreement and/or the loss of other funding sources.

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

C. Contractor's Obligation After Notice of Termination

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

The Contractor shall:

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

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

ARTICLE XII. TERMINATION (Continued)

for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

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

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

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

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

G. In the Event of a Termination Notice

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

ARTICLE XIII. REMEDIES

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

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 a Std. 204 form to 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, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. 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. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to AAAcontactinfo@aging.ca.gov. You may request the Contact Report by emailing AAAcontactinfo@aging.ca.gov.

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) herein referred to as Personal, Sensitive and Confidential Information (PSCI) 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

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored 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 PSCI 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, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

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 PSCI 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.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI 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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, 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 PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

denying permission to the Contractor in writing within sixty (60) days of receipt of the request.

- a. 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.
3. 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.

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.
- 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

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

communication services” are available to non-English speaking or LEP beneficiaries of services under this Agreement.

[2 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.
 - 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.

[2 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]

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

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]

D. Notice to Eligible Beneficiaries of Contracted Services

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

ARTICLE I. ASSURANCES SPECIFIC TO HICAP

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

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

2. The Contractor shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.
3. The Contractor shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor from soliciting program contributions from entities that do not pose a conflict of interest.

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

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

1. Use the SHIP Logo and Tagline on all HICAP publications, including websites.
2. Identify the name of the entity, the address, and telephone number at which the supporting data is available.
3. Acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.
4. The Contractor shall assure that all HICAP related public information materials include the appropriate HICAP Product Disclaimer.
The Contractor may select the appropriate Template Language that best corresponds with the Contractor's, or sub-contractor's HICAP contract allocation(s). Template language should be edited to replace each reference of "XX" with the appropriate corresponding figure.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

1. Product Disclaimer Template Option 1:

“This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.”

2. Product Disclaimer Template Option 2:

This project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

- D. The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with full compliance with PM 19-08, to include:
1. All HICAP volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.
 2. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.
 3. The Area Agency on Aging shall assure, either as HICAP direct services or contracted services, full compliance with the federal Volunteer Risk and Program Management (VRPM) requirements.
- E. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

- F. The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with 2 CFR 200.216.

The Contractor is prohibited from the direct or indirect use of funds to:

1. Procure or obtain,
2. Enter into contract to procure or obtain; or
3. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries and affiliates.

- G. For the term of the HI-2122 Agreement:

1. The HICAP shall ensure that the equivalent of at least one full-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
2. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator.

- H. Funds may not be used for Meals except for the following:

1. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement.
2. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.
3. When providing training events for HICAP staff and all the following conditions are met:
 - a. The HICAP training event is at least four hours in length.
 - b. The agenda for the training does not include a designated lunch break. (i.e., working lunch)
 - c. All attendees sign an attendance sheet to confirm their participation throughout the training.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

I. Consolidated Appropriations Act

The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with the Consolidated Appropriations Act, 2021, Public Law 116-260 to include Administration for Community Living (ACL) grant award funds may not be used:

1. To pay the salary of an individual at a rate in excess of \$199,300.
2. To advocate or promote gun control (Section 217).
3. To carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug (Section 522).
4. For lobbying purposes (Public Law 116-260 Section 503), such as
 - a. For publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
 - b. To pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policy-making and administrative processes within the executive branch of that government.
 - c. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

its sale or marketing, including but not limited to the advocacy or promotion of gun control.

J. Trafficking Victims Protection Act.

ACL awards are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)).

1. Provisions applicable to the Contractor, whether providing HICAP services directly or through a subcontract, that are private entities:

a. The Contractor and contractor's employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. The Department may terminate this agreement, without penalty, if the Contractor that is a private entity:

a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or

b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either:

- i. Associated with performance under this agreement; or
- ii. Imputed to the Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the Administration for Community Living at 2 CFR part 376.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

3. The Contractor must inform CDA immediately of any information the Contractor receives from any source alleging a violation of a prohibition in paragraph 1.a.
 - a. Of this contract term.
 - b. CDA's right to terminate unilaterally that is described in paragraph 1.b:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to CDA under this agreement
 - iii. The Contractor must include the requirements of paragraph 1.a of this agreement in any subcontract.
4. Definitions for purposes of this contract item:
 - a. "Employee" means either:
 - i. An individual employed by the Contractor or a subcontractor who is engaged in the performance of the project or program under this agreement; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery
 - c. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

ii. Includes:

- A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b)
- B) A for-profit organization

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

K. Whistleblower Protections

The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with the 48 CFR 3.901 Whistleblower Protections for Contractor Employees which protects contractor employees from reprisal for disclosure of information (41 U.S.C. 4705).

L. DOMA: Implementation of Same-Sex Spouses/Marriages

The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with Obergefell v. Hodges, 576 U.S. 644 (2015), the U.S. Supreme Court's decision which held that States may not deny same-sex couples the right to marry. The Contractor is expected to recognize same-sex marriage, given that marriage is also recognized by a U.S. jurisdiction. Accordingly, the Contractor must review and revise, as 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.

M. HHS Grants Policy Statement

The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with the HHS Grants Policy Statement (GPS), which are common across all HHS Operating Divisions (OPDIVs) and apply as indicated in the HHS GPS unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in individual Notices of Awards).

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall ensure, either as a direct services or contracted services HICAP, that program data is entered into the Statewide HICAP Automated Reporting Program (SHARP) in accordance with CDA requirements [Welf. & Inst. Code § 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.
 - 1. The Contractor shall review and approve program performance data entered into SHARP.
 - 2. The Contractor shall review and approve performance data, and submit programmatic data using SHARP for the reporting periods as follows:

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

- B. The Contractor shall train and orient staff and subcontractor’s staff, either as a direct services or contracted services HICAP, regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]
- C. The Contractor shall provide to CDA for approval, a detailed HICAP Work Plan that outlines the Contractor’s and subcontractors’ (if applicable) strategies and use of resources to complete project goals as provided by CDA.

The AAA’s proposed HICAP Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the Contractor.

The CDA-approved HICAP Work Plan is hereby incorporated into this Agreement by reference as part of this Exhibit.

ARTICLE II. REPORTING PROVISIONS (Continued)

Requests to modify or amend the approved Work Plan may be made by either CDA or the Contractor at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.

ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN

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

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

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

COUNTY OF RIVERSIDE - DEPARTMENT OF THE OFFICE ON AGING

STANDARD AGREEMENT

RCOOA STD AGT (Rev. 3/2022)

AGREEMENT NO.

Purchasing Authority

HI-2425-XXX

1. This Standard Agreement (herein referred to as "Agreement") is made and entered into by and between the Contracting Agency and the

Contractor named below: CONTRACTING AGENCY NAME

County of Riverside, a political subdivision of the State of California, on behalf of Riverside County Office on Aging

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is: \$XXX

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	5 page
Exhibit A, Attachment 1	General Information	1 page
Exhibit A, Attachment 2	Service Areas*	1 page
Exhibit B	Budget, Reimbursement Provisions, and Closeout*	8 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions*	3 pages
Exhibit D	Special Terms and Conditions*	34 pages
Exhibit E	Additional Provisions*	11 pages

Items shown with an asterisk (*) (if any), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.rcaging.org/Vendor-Resources>

5. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING Jewel Lee	TITLE Director, Office on Aging		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

COUNTY OF RIVERSIDE

CONTRACTING AGENCY NAME
Riverside County Office on Aging

CONTRACTING BUSINESS ADDRESS 3610 Central Avenue, Suite 102	CITY Riverside	STATE California	ZIP 92506
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
COUNTY COUNSEL APPROVAL AS TO FORM	DATE SIGNED		

The Health Insurance Counseling and Advocacy Program (HICAP) Subgrantee Agreement herein referred to either as the “Addendum” or “Agreement” supplements and is made part of the Underlying Agreement between the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside County Office on Aging (“County”) and **SUBGRANTEE, a California for-profit/non-profit corporation** herein referred to as “Service Provider” or “Subgrantee,” and shall be effective as of April 1, 2024, through March 31, 2025.

RECITALS

WHEREAS, County and Service Provider entered into the Underlying Agreement pursuant to which the Service Provider provides Health Insurance Counseling and Advocacy Program services to County; and,

WHEREAS, County has since received grant monies (“HICAP”) from the California Department of Aging (“State”) to support board approved HICAP spending throughout Service Area (PSA) 21 which encompasses all of Riverside County (**Item X.XX, MONTH DAY, YEAR**). County hereby through this Addendum desires to enter into a Subgrantee Agreement with Service Provider in order to allow for Service Provider to make approved expenditures and be bound to the conditions stated here within.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

[Exhibit A, Scope of Work, is on the following page]

ARTICLE I. PROGRAM DEFINITIONS

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

ARTICLE II. SCOPE OF WORK

The Service Provider Shall:

- A. Provide HICAP services as required by regulations, described in the awarded proposal and as stated herein.
- B. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Agreement, SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of this Agreement.
- C. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]
- D. Provide timely notice to CDA of any changes to the Program or changes in the status of the Contractor or Subcontractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the Contractor will forward this information to CDA.
- E. Submit the name of the HICAP Program Manager to RCOoA within twenty (20) days of initial employment.
- F. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, Long-Term Care Community Educators, designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
- G. Ensure that the standard HICAP work week business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.
- H. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days.

OOA-HI-2425-XXX Agreement
Exhibit A– Scope of Work

- I. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9 a.m. to 4 p.m. Responses to email communications must be provided within two (2) business days of the day the email was received.
- J. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party.
- K. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual.
[Welf. & Inst. Code § 9541(f)(4)]
- L. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics.
[Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
- M. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual.
[Welf. & Inst. Code § 9541(e)]
- N. Ensure that the HICAP Program Manager and/or designated representative shall attend all RCOoA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency.
[Welf. & Inst. Code § 9541(f)(7)]
- O. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
- P. Collect, track, and report on all aspects of HICAP activity as specified in Exhibit E of this agreement, to assess the Subgrantee's progress in reaching measurable outcomes as defined through annual HICAP Performance Measures
- Q. Ensure the submission of program information and support documentation, to the RCOoA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by RCOoA.
- R. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.

- S. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.

- T. Ensure that the following conditions must be met for legal services:
 - 1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
 - 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541(c)(3)]
 - 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 9541(c)(3)]
 - 4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.
 - 5. Report the Legal Services units of service (if applicable) in the Area Plan Service Unit Plan (SUP). The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

EXHIBIT A, Attachment 1
General Information

1. Service Provider agrees to provide to the Riverside County Office on Aging (RCOoA) the services described herein Agreement number **OOA-HI-2425-XXXX**
2. Services shall be available Monday through Friday, 8:00 AM-5:00 PM PST, through Service Provider at the service administration site located at **Address, City, State Zip Code**.
3. The services shall be performed in Service Area(s): **1-11**
4. The program service representatives during the term of this agreement will be:

County Agency:	RCOoA	Service Provider:
Name:	Crystal Carrillo, Administrative Services Manager	Name:
Phone:	(951) 358-3357	Phone:
Email:	ccarrill@rivco.org	Email:

Direct only fiscal inquiries to:

County Agency:	RCOoA	Service Provider:
Name:	Jana Kay Norris (Invoices) Andres Prakasam-Trejos (Budget) Nghia Nguyen (Closeouts)	Name:
Phone:	(951) 867-3800	Phone:
Email:	jnorris@rivco.org aptrejos@rivco.org nghianguyen@rivco.org	Email:

Direct only contract inquiries to:

County Agency:	RCOoA	Service Provider:
Name:	Cindy Ramos-Corner, Contracts & Grants Analyst	Name:
Phone:	(951) 870-3237	Phone:
Email:	circorner@rivco.org	Email:

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.

**EXHIBIT A, Attachment 2
 Service Areas**

Service Area	Locations
1	Corona/Norco/Eastvale (Coronita, El Cerrito, Home Gardens, Temescal Valley)
2	Riverside/Jurupa Valley (El Sobrante, Glen Avon, Highgrove, Mira Loma, Pedley, Rubidoux)
3	Moreno Valley/Perris (Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview, Lake Mathews)
4	Menifee/Winchester/Lake Elsinore (Homeland, Canyon Lake, Romoland, Lakeland Village, Warm Springs, Sun City, Quail Valley)
5	Murrieta/Temecula/Wildomar (Aguanga, Anza, French Valley, Lake Riverside)
6	Banning/Beaumont/Calimesa (Cabazon, Cherry Valley)
7	Hemet/San Jacinto (East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista)
8	Desert Hot Springs/Palm Springs/Cathedral City (Desert Edge, Garnet, Sky Valley, Thousand Palms, Whitewater)
9	Rancho Mirage/Palm Desert/Indian Wells (Desert Palms)
10	La Quinta/Indio/Coachella (Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Vista Santa Rosa)
11	Blythe (Desert Center, Ripley, Mesa Verde)

OOA-HI-2425-XXX Agreement
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Subgrantee 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/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Subgrantee from paying any differences in costs, from funds other than those provided by RCOoA, between the CalHR rates and any rates the Subgrantee 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. [SCM 3.17.2.A(4)]

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

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

B. Accountability for Funds

1. The Subgrantee 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]

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

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

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 RCOoA 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.

OOA-HI-2425-XXX Agreement
Exhibit B – Budget Detail, Payment Provisions, and Closeout

3. Limitation of State Liability

Payment for performance by the Subgrantee shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State for any payment may arise under this Agreement until funds are made available, the itemized budget is received and approved by the RCOoA, and the Subgrantee 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 RCOoA shall have the option to either:

- i. Terminate the Agreement pursuant to Exhibit D, Article XII., A of this Agreement, or
- ii. Offer an agreement amendment to the Subgrantee to reflect the reduced funding for this Agreement.

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 RCOoA. Interest amounts up to \$500 per year may be retained by the Subgrantee for administrative expenses. [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal funds shall be identified as non-match cash.

OOA-HI-2425-XXX Agreement
Exhibit B – Budget Detail, Payment Provisions, and Closeout

3. The Subgrantee must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [45 CFR 75.305 (b)(8)]
 - a. The Subgrantee 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.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Subgrantee 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 RCOoA. 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 Subgrantee'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 total costs.

Exhibit B – Budget Detail, Payment Provisions, and Closeout

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. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subgrantee's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
 2. Subgrantee requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
 3. 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).

ARTICLE III. PROGRAM SPECIFIC FUNDS

- A. Program Income
1. No Program Income is required under the terms and conditions of this Agreement.

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

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

B. One-Time-Only (OTO) Funds

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

C. Matching Contributions

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

D. Administration

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

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Subcontractor shall submit electronically the original HICAP Budget thirty (30) days after contract documents have been released, unless otherwise instructed by RCOoA.
- B. The Subcontractor shall submit electronically a budget revision thirty (30) days after receiving an amended Budget Display with changes in funding levels, unless otherwise instructed by RCOoA.
- C. The final date to submit a budget revision is sixty (60) days prior to the end of the Agreement period, unless otherwise specified by RCOoA. RCOoA will not accept any budget revision after the Agreement period has expired.

D. Line Item Budget Transfers

The Subgrantee may transfer Agreement funds between line items under the following terms and conditions:

1. The Subgrantee shall submit a revised budget to RCOoA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.

Exhibit B – Budget Detail, Payment Provisions, and Closeout

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

2. The Subgrantee shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to RCOoA upon request and shall be maintained in the same manner as all other financial records.

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

F. Equipment

Equipment/Property with per unit cost of \$5000 or any computing devices, regardless of cost requires justification from the Subgrantee and approval from RCOoA and must be included in its approved HICAP Budget.

ARTICLE V. PAYMENT

A. The Subgrantee shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA.

B. Payments will be made to reimburse expenditures reported unless payment method was established as a Request for Funds basis for the Agreement term at the time of Agreement execution.

C. Subcontractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. RCOoA may waive the fees on a case-by-case basis as appropriate.

ARTICLE VI. CLOSEOUT

A. Subgrantee shall submit a Closeout Report to RCOoA once per State Fiscal Year, covering the period April 1st – March 31st.

B. Closeout reporting documents must be addressed to the RCOoA Fiscal Team.

OOA-HI-2425-XXX Agreement
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE VI. CLOSEOUT (Continued)

- C. Final expenditures must be reported to RCOoA in accordance with the budget display in Exhibit B. If the expenditures reported by the Subgrantee exceed the advanced amount, RCOoA will reimburse the difference to the Subgrantee up to the Agreement amount. If the expenditures reported by the Subgrantee are less than the advanced amount, RCOoA will invoice the Subgrantee 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.

**OOA-HI-2425-XXX Agreement
Exhibit B – Attachment 1 Budget Detail**

OOA-HI-2425-XXX Agreement
Exhibit C – General Terms & Terms

1. APPROVAL: This Agreement is of no force or effect until signed by both parties. Service Provider 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 Service Provider, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Service Provider agrees that the awarding department, the Department of Purchasing and Fleet Services, the Auditor-Controller's Office, 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. Service Provider 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. Service Provider 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, Service Provider 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. HOLD HARMLESS/INDEMNIFICATION: Service Provider shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of Service Provider, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Service Provider shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
6. DISPUTES: Service Provider shall continue with the responsibilities under this Agreement during any dispute. RCOoA Standard Agreement 2023-24 Exhibit C – General Terms and Conditions Page 2 of 3
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Service Provider 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 Service Provider under this Agreement and the balance, if any, shall be paid to the Service Provider upon demand.

OOA-HI-2425-XXX Agreement
Exhibit C – General Terms & Terms

8. INDEPENDENT CONTRACTOR: Service Provider, and the agents and employees of Service Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Service Provider 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. Service Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Service Provider 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.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5).
10. COMPENSATION: The consideration to be paid Service Provider, as provided herein, shall be in compensation for all of Service Provider's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. RCOoA Standard Agreement 2023-24 Exhibit C – General Terms and Conditions Page 3 of 3
12. EDD REPORTING REQUIREMENTS/CHILD SUPPORT COMPLIANCE ACT: In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The Service Provider agrees to furnish the required data and certifications to the County within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the Service Provider to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the Service Provider to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If Service Provider has any questions concerning this reporting requirement, please call (916) 657-0529. Service Provider should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

OOA-HI-2425-XXX Agreement
Exhibit C – General Terms & Terms

13. UNENFORCEABLE PROVISION: In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
14. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Service Provider 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.

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. "Subgrantee" means the Riverside County Office on Aging (RCOOA) awarded funds under this Agreement and is accountable to the RCOOA 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. "UEI" means the Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
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 Subgrantee to carry out any part of a federal award identified in this Agreement.
13. "Subcontract" means any form of legal agreement between the Subgrantee and the Subcontractor, including an agreement that the Subgrantee or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.

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

14. "Vendor" means an entity selling goods or services to the Subgrantee or Subcontractor during the Subgrantee or Subcontractor's performance of the Agreement.
15. "USC" means United States Code.
16. "HHS" means United States Department of Health and Human Services.
17. "OAA" means Older Americans Act.
18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)
19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)
20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2).
21. "Recoverable cost" means the questioned cost identified from an audit.

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 Americans 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 Subgrantee 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 Subgrantee and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

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

C. Nondiscrimination

The Subgrantee 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 Subgrantee shall comply with the following:

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

The Subgrantee 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 Subgrantee 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

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

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

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

1. The Subgrantee 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.

G. Payroll Taxes and Deductions

The Subgrantee 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 Subgrantee 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 Subgrantee must obtain prior written approval from RCOoA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

If all funding provided herein exceeds \$100,000, the Subgrantee 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 Subgrantee 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.
2. The Subgrantee shall report immediately to RCOoA in writing, any incidents of alleged fraud and/or abuse by either the Subgrantee or subcontractors.
3. The Subgrantee shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Subgrantee agrees to timely execute any and all amendments to this

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Subgrantee shall submit to RCOoA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Subgrantee shall submit to RCOoA 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 Subgrantee authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Subgrantee's Staff

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

M. UEI Number and Related Information

1. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
2. The Subgrantee must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If RCOoA cannot access or verify "Active" status the Subgrantee's UEI 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 Subgrantee's data entry for its UEI number, the Subgrantee must immediately update the information as required.

ARTICLE II. ASSURANCES (Continued)

N. Corporate Status

4. The Subgrantee shall be a public 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.
5. The Subgrantee shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
6. 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.
7. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with RCOoA 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 Subgrantee until satisfactory status is restored.

O. Lobbying Certification

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, 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.
- b. 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 Subgrantee shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

- c. The Subgrantee 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.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- e. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
- f. 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.
- g. The Subgrantee and its Subcontractor/Vendors shall comply with Governor's Executive Order B-06-11, 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, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Subgrantee 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 volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Subgrantee 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 Subgrantee's decision is final and the Subcontractor has no right of appeal to RCOoA.
- B. The Subgrantee shall, in the event any subcontractor is utilized by the Subgrantee 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.

ARTICLE V. SUBCONTRACTS (Continued)

The Subgrantee shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.

- C. The Subgrantee shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- D. The Subgrantee shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of RCOoA.
- E. The Subgrantee shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- F. The Subgrantee shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Subgrantee, 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.
- G. The Subgrantee shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by RCoOA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by RCoOA.
- H. The Subgrantee shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to RCOoA for review and approval:
 - 1. The Request for Proposal (RFP) or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Subgrantee's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]
 - 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

Where a program may be subcontracted to a for-profit organization, the Subgrantee 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.

- I. The Subgrantee shall require all subcontractors to maintain adequate staff to meet

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

the Subcontractor's Agreement with the Subgrantee. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

- J. 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.
- K. The Subgrantee shall refer to 2 CFR 200.331, 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 Subgrantee shall follow the procurement requirements in the applicable OMB Circular.
- L. The Subgrantee shall utilize procurement procedures as follows:
 - 1. The Subgrantee shall obtain goods and services through open and competitive awards. Each Subgrantee 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 Subgrantee issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Subgrantee shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (RCOoA 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 RCOoA. The reconciliation of the RCOoA Closeout to the Subgrantee general ledger must be submitted with the RCOoA Closeout package. 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 Subgrantee: (1) until an audit of the July 1, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit and Risk Management 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 RCOoA upon termination of this Agreement, and are returned to RCOoA or transferred to another contractor as instructed by RCOoA.
- 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. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
- 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.

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 \$5,000 (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

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

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.
- E. The Subgrantee shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to RCOoA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Subgrantee or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the RCOoA. The Subgrantee shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

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

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

ARTICLE VII. PROPERTY (Continued)

F. Disposal of Property

1. Prior to disposal of any property purchased by the Subgrantee or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Subgrantee must obtain approval from RCOoA 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 RCOoA. The Subgrantee shall submit to RCOoA a Request to Dispose of Property (CDA 248) to ooa-data-assets@rivco.org. RCOoA will then instruct the Subgrantee on disposition of the property. Once approval for disposal has been received from CDA and RCOoA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Subgrantee's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by RCOoA. Subgrantee will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from RCOoA.

2. The Subgrantee must remove all confidential, sensitive, or personal information from RCOoA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Subgrantee shall promptly notify RCOoA and shall provide copies of the investigative documentation and police reports as requested by RCOoA.

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

I. The Subgrantee 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 Subgrantee has complied with all written instructions from RCOoA regarding the final disposition of the property.

J. In the event of the Subgrantee's dissolution or upon termination of this Agreement, the Subgrantee shall provide a final property inventory to the RCOoA. The RCOoA reserves the right to require the Subgrantee 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

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

termination of this Agreement or notification of the Subgrantee's dissolution, the RCOoA will issue specific written disposition instructions to the Subgrantee.

- L. The Subgrantee shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Subgrantee shall use it, if needed, and with written approval of the RCOoA for other purposes in this order:
 - 1. For another RCOoA program providing the same or similar service.
 - 2. For another RCOoA-funded program.
- M. The Subgrantee 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 Subgrantee 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 Subgrantee shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Subgrantee 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 Subgrantee 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 Subgrantee'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 Subgrantee 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.

ARTICLE IX. MONITORING AND EVALUATION (Continued)

- C. The Subgrantee 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 RCOoA funded programs.
- D. The Subgrantee 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 RCOoA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

- 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that RCOoA is informed of an audit by an outside federal or State government entity affecting the Subgrantee, RCOoA will provide timely notice to Subgrantee.
- 2. Subgrantee shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee timesheets, purchase orders, and indirect cost allocation plans. Subgrantee shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by RCOoA to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 3. All agreements entered into by Subgrantee and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
- 4. The Subgrantee shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

B. Fiscal and Compliance Audits

1. The RCOoA and CDA Audits shall perform fiscal and compliance audits of Subgrantee's in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The RCOoA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Subgrantee Single Audit Reporting Requirements
 - a. Subgrantee 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; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

A copy shall be submitted to the: Riverside

County Office on Aging
Attention: Fiscal
3610 Central Avenue, Suite 210
Riverside, California 92506

- b. 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.
- c. For purposes of reporting, the Subgrantee shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

Expenditures of Federal Awards” (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

- d. For State contracts that do not have CFDA numbers, the Subgrantee 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.
2. The Subgrantee 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. The reconciliation must be submitted with the CDA Closeout Package.
3. **Contract Resolution of Subgrantee’s Subrecipients**

The Subgrantee 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. The Subgrantee shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
4. The Subgrantee shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
5. Contract resolution includes:
 - a. 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 and 45 CFR 75.501 to 75.521.
 - b. 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.
 - c. Reconciling expenditures reported to the Subgrantee to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.332 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

6. When alternative procedures are used, the Subgrantee 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 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Subgrantee shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Subgrantee's own records.

7. The Subgrantee shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
 - a. 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 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- d. 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 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. 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; RCOoA shall have access to all audit reports and supporting work papers, and RCOoA has the option to perform additional work, as needed.
9. The Subgrantee 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 Subgrantee 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.
10. 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:
- a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. 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 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

- i. 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.
- ii. 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 and 45 CFR 75, Subparts 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.

ARTICLE XI. INSURANCE [2 CFR 200.425]

- A. Prior to commencement of any work under this Agreement, the Subgrantee 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 Subgrantee and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

- 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 Subgrantee shall notify the RCOoA 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 Riverside County Office on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the RCOoA under this Agreement." Professional liability coverage is exempt from this requirement.
 - 2. RCOoA shall be named as the certificate holder and RCOoA'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 Subgrantee agrees to provide RCOoA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Subgrantee fails to keep in effect at all times said insurance coverage, RCOoA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Subgrantee shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Subgrantee shall require all of its subcontractors to hold the Subgrantee harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Subgrantee, not the RCOoA, as the certificate holder and additional insured. The Subgrantee 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 RCOoA with this Agreement.

ARTICLE XI. INSURANCE (Continued)

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

ARTICLE XII. TERMINATION

A. Termination Without Cause

Subgrantee may terminate performance of work under this Agreement, in whole or in part, without cause, if Subgrantee determines that a termination is in the State's best interest. Subgrantee may terminate the Agreement upon ninety (90) days written notice to the Subgrantee. 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 Subgrantee shall submit to RCOoA 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

RCOoA may terminate, in whole or in part, for cause the performance of work under this Agreement. RCOoA may terminate the Agreement upon thirty (30) days written notice to the Subgrantee. 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 Subgrantee shall submit to RCOoA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat 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.

ARTICLE XII. TERMINATION (Continued)

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

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

C. Contractor's Obligation After Notice of Termination

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

The Contractor shall:

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

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

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

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

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

In the event the Subgrantee no longer intends to provide services under this Agreement, the Subgrantee shall give RCOoA Notice of Intent to Terminate. Such notice shall be given in writing to RCOoA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Subgrantee 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 Subgrantee shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

RCOoA will present written notice to the Subgrantee 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 Subgrantee 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 RCOoA as a result of breach of this Agreement by the Subgrantee, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

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 verbal understanding or agreement not

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

incorporated in this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the Parties, subject to the requirement sans restrictions of this paragraph.

- A. The RCOoA 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 affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Subgrantee retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to RCOoA for the Subgrantee's change of legal name, main address, or name of the Director shall be completed by promptly notifying and submitting an email to OOAContracts@rivco.org.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the Riverside County Office on Aging, 3610 Central Ave, Suite 210, Riverside, California, 92506.
- 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 RCOoA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the RCOoA upon full execution of this Agreement.
- B. Contractor shall submit to RCOoA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by giving written notice to the other party (ooacontracts@rivco.org). Said changes will not require an amendment to this Agreement.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Subgrantee, 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) herein referred to as Personal, Sensitive and Confidential Information (PSCI) 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

B. Encryption of Computing Devices

The Subgrantee, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored 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 Subgrantee, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Subgrantee, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

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 Subgrantee, and its Subcontractors/Vendors, shall not use PSCI 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 Subgrantee 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 RCOoA without prior written authorization from RCOoA. The Subgrantee may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Subgrantee, 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 Subgrantee accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Subgrantee's employees, Subcontractors/Vendors, and volunteers handling PSCI 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 Subgrantee must maintain certificates of completion on file and provide them to RCOoA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Subgrantee 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.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

F. Information Integrity and Security Statement

The Subgrantee 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 RCOoA's information assets, including PSCI, 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 Subgrantee, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Subgrantee, 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 Subgrantee, 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 Subgrantee 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 Subgrantee 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 Subgrantee in writing within sixty (60) days of receipt of the request.
 - a. 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.
3. 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.

B. Rights in Data

1. The Subgrantee 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 RCOoA. 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 RCOoA. RCOoA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Subgrantee 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 Subgrantee shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Subgrantee'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.
- 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 Subgrantee.

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 Subgrantee 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]

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

3. The Subgrantee shall maintain a record of the group-needs assessment on file at the Subgrantee's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Subgrantee shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.

[2 CCR 11162]

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.
- 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 Subgrantee 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.

[2 CCR 11162]

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

[22 CCR 98310]

OOA-HI-2425-XXX Agreement
Exhibit D – Special Terms and Conditions

4. The Subgrantee shall notify its employees of clients' rights regarding language access and the Subgrantee's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Subgrantee. [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 Subgrantee 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 Subgrantee 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 Subgrantee 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]

D. Notice to Eligible Beneficiaries of Contracted Services

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

ARTICLE I. ASSURANCES SPECIFIC TO HICAP

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

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

2. The Subgrantee shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.
 3. The Subgrantee shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor from soliciting program contributions from entities that do not pose a conflict of interest.
- C. The Subgrantee shall assure that the following publication conditions are met:
- Materials published or transferred by the Subgrantee and financed with funds under this Agreement shall:
1. Use the SHIP Logo and Tagline on all HICAP publications, including websites.
 2. Identify the name of the entity, the address, and telephone number at which the supporting data is available.
 3. Acknowledge the support of RCOoA in writing, whenever publicizing the work under this Agreement in any media.
 4. The Subgrantee shall assure that all HICAP related public information materials include the appropriate HICAP Product Disclaimer. The Subgrantee may select the appropriate Template Language that best corresponds with the Subgrantee's, or sub-contractor's HICAP contract allocation(s). Template language should be edited to replace each reference of "XX" with the appropriate corresponding figure.

OOA-HI-2425-XXX Agreement
Exhibit E – Additional Provisions

1. Product Disclaimer Template Option 1:

“This [project/publication/program/website, etc.] [is/was] supported by

the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.”

2. Product Disclaimer Template Option 2:

This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s).

The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

D. The Subgrantee shall assure, either as HICAP direct services or contracted services, full compliance with full compliance with PM 19-08, to include:

1. All HICAP volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.
2. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.
3. The Subgrantee shall assure, either as HICAP direct services or contracted services, full compliance with the federal Volunteer Risk and Program Management (VRPM) requirements.

E. RCOoA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Subgrantee in relation to the program funded through this Contract. RCOoA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.

OOA-HI-2425-XXX Agreement
Exhibit E – Additional Provisions

- F. The Subgrantee shall assure, either as HICAP direct services or contracted services, full compliance with 2 CFR 200.216.

The Subgrantee is prohibited from the direct or indirect use of funds to:

1. Procure or obtain,
2. Enter into contract to procure or obtain; or
3. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries and affiliates.

- G. For the term of the HI-2122 Agreement:

1. The HICAP shall ensure that the equivalent of at least one full-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
2. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator.

- H. Funds may not be used for Meals except for the following:

1. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement.
2. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.
3. When providing training events for HICAP staff and all the following conditions are met:
 - a. The HICAP training event is at least four hours in length.
 - b. The agenda for the training does not include a designated lunch break. (i.e., working lunch)
 - c. All attendees sign an attendance sheet to confirm their participation throughout the training.

I. Consolidated Appropriations Act

The Subgrantee shall assure, either as HICAP direct services or contracted services, full compliance with the Consolidated Appropriations Act, 2021, Public Law 116-260 to include Administration for Community Living (ACL) grant award funds may not be used:

1. To pay the salary of an individual at a rate in excess of \$199,300.
2. To advocate or promote gun control (Section 217).
3. To carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug (Section 522).
4. For lobbying purposes (Public Law 116-260 Section 503), such as
 - a. For publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
 - b. To pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policy-making and administrative processes within the executive branch of that government.
 - c. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including

OOA-HI-2425-XXX Agreement
Exhibit E – Additional Provisions

its sale or marketing, including but not limited to the advocacy or promotion of gun control.

J. Trafficking Victims Protection Act.

ACL awards are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)).

1. Provisions applicable to the Subgrantee, whether providing HICAP services directly or through a subcontract, that are private entities:

a. The Subgrantee and subgrantee's employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. The Department may terminate this agreement, without penalty, if the Subgrantee that is a private entity:

a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or

b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either:

- i. Associated with performance under this agreement; or
- ii. Imputed to the Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the Administration for Community Living at 2 CFR part 376.

OOA-HI-2425-XXX Agreement
Exhibit E – Additional Provisions

3. The Subgrantee must inform RCOoA immediately of any information the Subgrantee receives from any source alleging a violation of a prohibition in paragraph 1.a.
 - a. Of this contract term.
 - b. RCOoA's right to terminate unilaterally that is described in paragraph 1.b:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to CDA under this agreement.
 - iii. The Contractor must include the requirements of paragraph 1.a of this agreement in any subcontract.

4. Definitions for purposes of this contract item:
 - a. "Employee" means either:
 - i. An individual employed by the Subgrantee or a subcontractor who is engaged in the performance of the project or program under this agreement; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

OOA-HI-2425-XXX Agreement
Exhibit E – Additional Provisions

ii. Includes:

- A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b)
- B) A for-profit organization

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

K. Whistleblower Protections

The Subgrantee shall assure, either as HICAP direct services or contracted services, full compliance with the 48 CFR 3.901 Whistleblower Protections for Subgrantee Employees which protects Subgrantee employees from reprisal for disclosure of information (41 U.S.C. 4705).

L. DOMA: Implementation of Same-Sex Spouses/Marriages

The Subgrantee shall assure, either as HICAP direct services or contracted services, full compliance with Obergefell v. Hodges, 576 U.S. 644 (2015), the U.S. Supreme Court's decision which held that States may not deny same-sex couples the right to marry. The Subgrantee is expected to recognize same-sex marriage, given that marriage is also recognized by a U.S. jurisdiction. Accordingly, the Subgrantee must review and revise, as 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.

M. HHS Grants Policy Statement

The Subgrantee shall assure, either as HICAP direct services or contracted services, full compliance with the HHS Grants Policy Statement (GPS), which are common across all HHS Operating Divisions (OPDIVs) and apply as indicated in the HHS GPS unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in individual Notices of Awards).

ARTICLE II. REPORTING PROVISIONS

- A. The Subgrantee shall ensure, either as a direct services or contracted services HICAP, that program data is entered into the Statewide HICAP Automated Reporting Program (SHARP) in accordance with RCOoA requirements [Welf. & Inst. Code § 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.
1. The Subgrantee shall review and approve program performance data entered into SHARP.
 2. The Subgrantee shall review and approve performance data, and submit programmatic data using SHARP for the reporting periods as follows:

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

- B. The Subgrantee shall train and orient staff and subcontractor’s staff, either as a direct services or contracted services HICAP, regarding program data collection and reporting requirements. The Subgrantee shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]
- C. The Subgrantee shall provide to RCOoA for approval, a detailed HICAP Work Plan that outlines the Subgrantee’s and subcontractors’ (if applicable) strategies and use of resources to complete project goals as provided by RCOoA.

The RCOoA proposed HICAP Work Plan must be submitted to and approved by the California Department of Aging HICAP Bureau before payments can be made.

The RCOoA-approved HICAP Work Plan is hereby incorporated into this Agreement by reference as part of this Exhibit.

ARTICLE II. REPORTING PROVISIONS (Continued)

Requests to modify or amend the approved Work Plan may be made by either RCOoA or the Subgrantee at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the RCOoA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.

ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN

- A. In the event of a change in HICAP subcontractors, the Subgrantee shall assure that a subsequent HICAP subcontractor is available to complete any open cases or transactions during the transition period. This shall include Medicare appeals and timelines with the Centers for Medicare & Medicaid Services or hearing officers.

- B. The Subgrantee shall submit a transition plan to RCOoA within fifteen (15) days of RCOoA's written Notice of Termination or Subgrantee's Notice of Intent to Terminate. The transition plan must be approved by RCOoA 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 Subgrantee.
 - 2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new Subgrantee.
 - 3. A description of how clients will be notified about the change in and continuation of, their HICAP services.
 - 4. A description of how communications with other HICAP sites, local agencies and advocacy organizations shall be made to assist in locating alternative services as needed.
 - 5. A description of how community referral sources will be informed of the pending termination of this HICAP Contract or subcontract and the transition and provision of services.
 - 6. A description of how sensitive and confidential records will be transferred.

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

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