



**FOURTH AMENDMENT**

**CONTRACT No. 20-27-0044**

**BETWEEN THE COUNTY OF ORANGE**

**AND**

**COUNCIL ON AGING – SOUTHERN CALIFORNIA, INC.**

**FOR THE PROVISION OF HEALTH INSURANCE COUNSELING ADVOCACY PROGRAM  
(HICAP), FINANCIAL ALIGNMENT (FA), AND MEDICAL IMPROVEMENT FOR  
PATIENTS AND PROVIDERS ACT (MIPPA) SERVICES**

<b>CFDA#</b>	<b>FAIN#</b>	<b>PROGRAM/SERVICE TITLE</b>	<b>FUNDING AGENCY</b>
93.071	2020 – 1801CAMISH, 1801CAMIAA, 1801CAMIDR,  2021 - 2001CAMISH-00, 2001CAMIAA-00, and 2001CAMIDR-00	Medicare Enrollment Assistance Program and State Health Insurance Assistance Program (SHIP)	U.S. Department of Health and Human Services (USDHHS) and Administration for Community Living.
93.324	2020 – 90SAPG0094-01-00  2021 - 90SAPG0094-01-00	State Health Insurance Assistance Program (SHIP)	USDHHS and Administration for Community Living
93.626	2020 – CMS-1J1-19-001  2021- CMS-1J1-19-001	Affordable Care Act State Health Insurance Assistance Program (SHIP) and Aging and Disability Resource Center (ADRC) Options Counseling for Medicare-Medicaid Individuals in States with Approved Financial Alignment Models, Medicare Enrollment Assistance Program and State Health Insurance Assistance Program (SHIP)	USDHHS, Administration for Community Living and Centers for Medicare and Medicaid Services.

This Amendment to Contract No. 20-27-0044, hereinafter referred to as “Fourth Amendment” is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and Council on Aging – Southern California, Inc., a California non-profit organization, DUNS #053284159, with a place of business at 2 Executive Circle, Suite 175, Irvine, CA 92614-6773, hereinafter referred to as “Subrecipient,” with County and Subrecipient sometimes referred to as “Party,” or collectively as “Parties.”

**RECITALS**

**WHEREAS**, County and Subrecipient entered into Contract No. 20-27-0044, hereinafter referred to as “original Contract,” for the provision of HICAP/FA/MIPPA Program Services, commencing July 1, 2020 through June 30, 2021 in the amount not to exceed \$549,056; and

**WHEREAS**, on July 31, 2020, the County executed the First Amendment to the original Contract to decrease the Contract by the monetary amount of \$26,159, for a new maximum obligation of \$522,897, and replaced Attachment A, Scope of Services, with Attachment A-1; and replaced Attachment B, Payment/Compensation, with Attachment B-1; and replaced Attachment C, Budget Schedule(s), with Attachment C-1; and replaced Attachment D, Staffing Plan, with Attachment D-1; and replaced Attachment F, Federal Award Identification with Attachment F-1; and

**WHEREAS**, on September 29, 2020, the County executed the Second Amendment to the original Contract to increase the Contract by the monetary amount of \$116,856, for a new maximum obligation of \$639,753, and replaced Attachment A-1, Scope of Services, with Attachment A-2; and replaced Attachment B-1, Payment/Compensation, with Attachment B-2; and replaced Attachment C-1, Budget Schedule(s), with Attachment C-2; and replaced Attachment D-1, Staffing Plan, with Attachment D-2; and replaced Attachment F-1, Federal Award Identification with Attachment F-2; and replaced Attachment G, MIPPA Work Plan with Attachment G-1; and added Attachment H, MIPPA Work Plan October 2020 – June 2021; and

**WHEREAS**, on November 18, 2020, the County executed the Third Amendment to increase the Contract by the monetary amount of \$35,011, for a new maximum obligation of \$674,764, and replaced Attachment A-2, Scope of Services, with Attachment A-3; and replaced Attachment B-2, Payment/Compensation, with Attachment B-3; and replaced Attachment C-2, Budget Schedule(s), with Attachment C-3; and replaced Attachment D-2, Staffing Plan, with Attachment D-3; and replaced Attachment E, Performance Standards with Attachment E-1; and replaced Attachment F-2, Federal Award Identification with Attachment F-3; and

**WHEREAS**, the County now desires to amend the original Contract to increase the Contract by the monetary amount of \$26,562, for a new maximum obligation of \$701,326, and replace Attachment A-3, Scope of Services, with Attachment A-4; and replace Attachment B-3, Payment/Compensation, with Attachment B-4; and replace Attachment C-3, Budget Schedule(s), with Attachment C-4; and replace Attachment D-3, Staffing Plan, with Attachment D-4; and replace Attachment F-3, Federal Award Identification with Attachment F-4; and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. The Contract shall be amended to increase the monetary limit in the amount of \$26,562, for a new maximum obligation of \$701,326.
2. Paragraph 46.G Audit Requirements of the Contract shall be amended to read as follows:

“46.G Audit

- i. 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 Subrecipient and all subcontractors providing services under this Contract 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 Subrecipient, CDA will provide timely notice to Subrecipient.

- ii. Subrecipient shall make available all reasonable information necessary to substantiate that expenditures under this Contract are allowable and allocable, including, but not limited to books, documents, papers, and records. Subrecipient 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.
- iii. All contracts entered into by County and Subrecipient with audit firms for purposes of conducting independent audits under this Contract 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).
- iv. The Subrecipient shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.  
CDA Fiscal and Compliance Audits:
  - v. The CDA Audits Branch shall perform fiscal and compliance audits of Subrecipients in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and Contract requirements.
  - vi. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
    - (a) financial closeouts (2 CFR 200.16 and 45 CFR 75.2);
    - (b) internal controls (2 CFR 200.303 and 45 CFR 75.303);
    - and (c) allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2);
    - (d) allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403);
    - and (e) equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439).Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F):
- vii. If Subrecipient expends more than \$750,000 in federal funds during the term of this Contract, Subrecipient shall arrange for an audit to be performed, within one hundred fifty (150) days of the end of Subrecipient's fiscal year and in accordance with 2 CFR Part 200, Subpart F, "Audit Requirements of States, Local Governments, and Non-Profit Organizations," which is incorporated herein by reference, as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. Furthermore, County retains the authority to require Subrecipient to submit a similarly prepared audit at Subrecipient's expense even in instances when Subrecipient's expenditure is less than \$750,000. For a Subrecipient is not required to obtain a single audit and does not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements and documented expense verification, including match, etc.
- viii. Subrecipient shall take the following actions in connection with such audit:

- a. Ensure that appropriate corrective action is taken to correct instances of noncompliance with federal laws and regulations. Corrective action shall be taken within six months after County receives Subrecipient's audit report;
  - b. Adjust its own records as necessitated by the audit;
  - c. Permit independent auditors to have access to its records and financial statements as is necessary for County or Subrecipient to comply with 2 CFR Part 200, Subpart F;
  - d. Submit two copies of its audit reports to County no later than 30 days after completion of the reports;
  - e. Procure audit services in accordance with 2 CFR Part, 215.40 (OMB Circular A-110) procurement standards and provide maximum opportunity for small and minority audit firms;
  - f. Include in Contract(s) with auditor(s) provisions that the auditor(s) will comply with all applicable audit requirements;
  - g. Include in its Contract with independent auditors a clause permitting representatives of County or the State to have access to the work papers of the independent auditors;
  - h. Provide to County, the Bureau of State Audits, and their designated representatives, the right to review and to copy all audit reports and any supporting documentation pertaining to the performance of this Contract, and the option to perform audits and/or additional work as needed;
  - i. Cooperate with and participate in any further audits which may be required by County or the State;
  - j. Ensure that its audit addresses all issues contained in any federal OMB Compliance Supplement that applies to its program;
  - k. Ensure that the audit is performed in accordance with Generally Accepted Government Auditing Standards -2 CFR 200.514 and 45 CFR 75.514, is performed by an independent auditor, and is organization-wide;
  - ix. Ensure that the audit is all-inclusive, i.e., it 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 in accordance with 2 CFR 200.515 and 45 CFR 75.515; If total funds awarded under this Contract equal or exceed \$10,000, Subrecipient shall be subject to examination and audit, including interviews of its staff, by the County and State of California for a period of three (3) years after final payment under this Contract.”
3. Attachment A-3, Scope of Services, shall be replaced with Attachment A-4.
  4. Attachment B-3, Payment/Compensation, shall be replaced with Attachment B-4.
  5. Attachment C-3, Budget Schedule(s), shall be replaced with Attachment C-4.
  6. Attachment D-3, Staffing Plan, shall be replaced with Attachment D-4.
  7. Attachment F-3, Federal Award Identification, shall be replaced with Attachment F-4.

Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the Parties hereto have executed this Fourth Amendment on the dates with their respective signatures:

\*Council on Aging – Southern California, Inc.

By: DocuSigned by:  
Lisa Wright Jenkins  
E7B2A9997A7447D...

By: \_\_\_\_\_

Name: Lisa Wright Jenkins  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: President & CEO

Title: \_\_\_\_\_

Dated: 2/1/2021

Dated: \_\_\_\_\_

\*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a Contract, must sign on one of the lines above.

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**COUNTY OF ORANGE**  
A Political Subdivision of the State of California

By: \_\_\_\_\_  
Dylan Wright, Director  
OC Community Resources

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**  
**DEPUTY COUNTY COUNSEL**

By: DocuSigned by:  
John Cleveland  
74000D32EE65457  
DEPUTY COUNTY COUNSEL

Dated: 2/1/2021

**SCOPE OF SERVICES****I. GENERAL REQUIREMENTS****A. Hours of Operation and Schedules****1. Regular Hours of Operation:**

Contracted service hours of operation shall be from 8:00 a.m. to 5:00 p.m.; Monday through Friday, excluding County observed holidays.

<b>Hours of Operation</b>	
Monday - Friday	8:00 a.m. – 5:00 p.m.
Saturday and Sunday	closed

**2. Holiday Operation Schedules:**

Subrecipient must ensure that service delivery of program(s) is available throughout the holiday seasons. Closures are authorized only on County observed holidays.

<b>County Observed Holidays</b>	
Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr. Day
Veteran's Day Observed	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

**B. Funding Requirements**

If Subrecipient receives funds pursuant to this Contract for more than one program, the funds received by Subrecipient for each program shall be expended only for that program, and Subrecipient shall not expend more funds for any program than are set forth in the Attachment C, Budget Schedule(s) for that program.

Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient agrees to submit to Administrator, upon request, a list of persons, including employees, subcontractors and volunteers, who are to provide such services, and any changes to said list, by name, title, professional degree, and experience.

Additional Services. Subrecipient also shall provide the following services to Older Individuals to whom it provides the services described herein in Attachment A with the consent of the Older Individual, or his or her representative, Subrecipient shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the Older Individual, or the household of the Older Individual, in imminent danger. Nothing in this paragraph shall be construed to limit Subrecipient's responsibilities for elder abuse reporting as set forth in this Contract.

Coordination of services. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.

Coordination of resources. Subrecipient shall work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

### **C. Subrecipient's Records**

1. Subrecipient shall keep true and accurate accounts, records, books and data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Subrecipient shall reimburse County for all costs and expenses incurred by County and/or the State and U. S. government resulting from travel to a location outside of the County to inspect the records.
2. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for three (3) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
3. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.



**D. Information Integrity and Security**

1. Information Assets. Subrecipient 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 (HIPPA) (i.e., public, confidential, sensitive and/or personal information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, Section 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. Information assets include (but are not limited to):
  - a) Information collected and/or accessed in the administration of the State programs and services.
  - b) Information stored in any media form, paper or electronic.
2. Encryption on Portable Computing Devices. Subrecipient is required to use 128-Bit encryption for PSCI data that is collected under this Contract and stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).
3. Disclosure.
  - a) Subrecipient shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
  - b) Subrecipient shall protect from unauthorized disclosure confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
  - c) “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 voiceprint or a photograph.
  - d) Subrecipient shall not use the PSCI in Section “iii” above for any purpose other than carrying out Subrecipient’s obligations under this Contract. Subrecipient and its subcontractors are authorized to disclose and access identifying information for this purpose as required by County.

- e) Subrecipient shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any PSCI obtained under the terms of this Contract to anyone other than County or CDA without prior written authorization from County or CDA. Subrecipient may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
  - f) Subrecipient may allow a participant to authorize the release of PSCI to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Subrecipient accept such blanket authorization from any participant.
4. CDA Privacy and Information Security Awareness Training. Subrecipient employees and volunteers handling PSCI must complete and comply with all requirements of the CDA Privacy and Information Security Awareness Training module located at [https://aging.ca.gov/Information\\_security](https://aging.ca.gov/Information_security) within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter. Subrecipient must maintain certificates of completion on file and provide them to CDA upon request.
  5. Health Insurance Portability and Accountability Act (HIPAA) and Personal, Sensitive and Confidential Information (PSCI). Subrecipient agrees to comply with the privacy and security requirements of HIPAA, (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI).
  6. 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. Subrecipient must comply with CDA's security incident reporting procedures located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.
  7. Security Breach Notifications. Notice must be given by the Subrecipient to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
  8. Software Maintenance. Subrecipient 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.
  9. Electronic Backups. Subrecipient shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. Subrecipient shall ensure that all data, files, and backup files are encrypted.

**E. Evaluation and Monitoring**

1. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of Subrecipient during the term of this Contract at any time during normal business hours.
2. Evaluating, monitoring and assessing Subrecipient's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate Subrecipient's performance pursuant to this Contract. Said monitoring, assessment and evaluation may include, but is not limited to, audits, inspections of project premises, visits to participant worksites, and interviews of project staff and participants.
3. Subrecipient cooperation. Subrecipient shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives.
4. Failure to comply. Failure by Subrecipient to meet the conditions necessary for an evaluation will be sufficient grounds for County to withhold and/or delay reimbursement or to terminate this Contract.

**F. Procurement**

1. Competitive process. Subrecipient acknowledges that the procurement of all supplies, services and equipment pursuant to, and utilizing funds provided by, this Contract involves the expenditure of public funds and that the use of a competitive process open to all interested competitors is necessary to maintain the public trust and to allow all interested persons to compete for business resulting from expenditure of said public funds.
2. Non-profit Subrecipient. If Subrecipient is a non-profit organization, Subrecipient shall comply with standards and guidelines provided in 45 C.F.R., Part 74, in procuring all supplies, equipment, construction and services pursuant to, and/or utilizing funds provided by, this Contract.
3. Local government Subrecipient. If Subrecipient is a local government, Subrecipient shall comply with the directives applicable to procurement by subgrantees set forth in 45 C.F.R. Part 92.36 in procuring all supplies, services and equipment pursuant to, and/or utilizing funds provided by, this Contract.

4. Deviation. Should Subrecipient wish to deviate from the requirements of this Paragraph F or wish to issue a sub-contract to other than the lowest bidder or competitor, Subrecipient shall submit written justification therefore to Administrator for approval or denial, and shall withhold any further action until receipt of written notice of Administrator's approval of said request. The decision of Administrator shall be final.

## **G. Property**

1. Unless otherwise provided for in this Paragraph G, property refers to all assets used in operation of this Contract.
  - a) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
  - b) Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this contract, which meets any of the following criteria is subject to the reporting requirements:
  - a) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (desktop or laptop setup, is considered a unit, if purchased as a unit), for all equipment purchased prior to July 1, 2020.
  - b) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 for all equipment purchased after June 30, 2020 (desktop or laptop setup, is considered a unit, if purchased as a unit).
  - c) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones and cellphones).
  - d) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Equipment/Property with per unit cost of \$5,000 or any computing devices, regardless of cost requires justification from the Subrecipient and approval from OoA and CDA and must be included in the Subrecipient's approved HICAP budget.
4. 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.

5. 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.
6. Subrecipient shall keep track of property purchased with funds from this Contract, and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall certify their reported property inventory annually with the Closeout by completing the Program Inventory Certification (CDA 9024) to County unless otherwise directed by Administrator.
7. Subrecipient shall record, at a minimum, the following information when property is acquired:
  - a) Date acquired
  - b) Item description (include model number)
  - c) CDA tag number
  - d) Serial number (if applicable)
  - e) Purchase cost or other basis of valuation
  - f) Fund source
8. Disposal of Property:
  - a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Subrecipient shall email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subrecipient's inventory report.
  - b) Subrecipient 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.

9. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Subrecipient shall promptly notify OoA.
10. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.
11. Subrecipient 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 Subrecipient has complied with all written instructions from County regarding the final disposition of the property.
12. In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.
13. To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.
14. Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:
  - a) Another CDA program providing the same or similar service
  - b) Another CDA-funded program
15. Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.
16. Subrecipient shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
17. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

#### **H. Expenditure of Funds**

1. Subrecipient shall expend all funds received hereunder in accordance with the Contract.

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.
  - a) In State: Mileage/Per Diem (meals and incidentals)/Lodging – <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
  - b) Out of State - <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

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

## II. General Program Requirements

**Subrecipient shall adhere, but not be limited to, the following requirements for all programs:**

### A. Program

1. Provide and maintain a written personnel manual or handbook that contains policies and procedures consistent with the requirements of the funding source and government laws and regulations.
2. Provide information on available services and resources for elderly clients and/or family caregivers.
3. Assure that all services funded under this Contract are coordinated with other programs and services in the community. The services funded under this Contract should not constitute duplication of services provided by other sources.
4. Work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients in need of services as provided via the Older Americans Act or Older Californians Act programs are given referrals and assistance with accessing these services.
5. Maintain participant records to prevent data breaching and unauthorized client information disclosure. Ensure all participant records are kept and stored in a confidential manner.
6. Provide bilingual program material and services to the community.
7. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.

8. Provide each older person with an opportunity to voluntarily contribute to the cost of service in a non-coercive manner.
9. Provide a current copy of the Voluntary Contribution Letter as approved by the County. The approved Voluntary Contribution letter should not resemble an invoice.
10. Have written procedures to account for all contributions received and to ensure the protection of participant confidentiality and privacy.
11. Develop applicable program and intake forms that meet CDA requirements and County approval process.
12. Provide written policies and methods of implementation regarding income structure for all programs.
13. Conduct a client satisfaction survey annually. County must approve the survey instrument prior to its use, and all findings from the survey must be used to improve services. The provider must keep the completed surveys and the tabulated results on file. Submit a copy of the tabulated results, along with a summary detailing a plan of action addressing relevant concerns of participants in order to improve program services to County by the end of the third quarter of the fiscal year in which it is conducted.
14. Provide the County with a current and active DUNS Number prior to Contract execution.

**B. Elder Abuse**

1. Notify appropriate officials when cases of imminent danger including, but not limited to harm, abuse and/or neglect toward older adults and dependent adults are observed or reported.
2. Provide follow-up with the proper authorities for Elder Abuse reporting in order to ensure that all required paper work and report details have been documented and submitted in a timely manner.

**C. Staffing and Organization**

1. Provide written job descriptions for each staff position. Each job description shall include position title, qualifications to hold the position, duties and responsibilities, lines of communication for supervision and reporting, salary range, and available benefits options.
2. Provide the latest version of each program's organizational chart.



3. Train and update internal staff on current policies and procedures regarding program operation, including procedures for operating all aspects of Older Americans Act programs.
4. Provide written policy governing the use of volunteers, including a concise definition of volunteer responsibilities, recruitment, training and supervision.
5. Maintain time sheets for employees and volunteers.
6. Provide current copies of governing by-laws that contain Board member information, advisory members, committees and meeting schedules as required by the County.
7. Provide a current Board Agenda and Minutes as requested by the County.
8. Ensure that all staff complete CDA's mandatory Privacy and Information Security Awareness Training module located on the CDA website within thirty (30) days of the beginning of their contract with the County. All new provider staff and volunteers are required to complete this training within thirty (30) days of their start date.
9. Maintain certificates on file and provide County with copies of the Privacy and Information Security Awareness Training certificates for all staff who are required to complete the training.
10. Provide a grievance process and policy for older adult and caregiver clients, employees and volunteers.

**D. Data Reporting**

1. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, and as specified in the Contract and required by County.

**E. Property/Equipment**

1. Provide the County with an inventory list of property purchased with County funds.
2. Comply with all property requirements as specified in the contract and required by County.
3. Develop and maintain policies and procedures for tracking property purchased with program funds.

**F. Insurance**

1. Provide proof of Insurance coverage based on insurance requirements as indicated and required in the Contract and by County within a timely manner.

**G. Emergency Preparedness Practices and Facility Requirements**

1. Provide written emergency operation plans on-site
2. Provide the County with a copy of an Emergency Operations Plan.
3. Conduct two (2) fire drills per year and provide copies of the fire drill roster to the County.
4. Ensure that all furniture, appliances and other freestanding objects are secured in the event of an emergency.
5. Provide clearly marked, legible gas and water shut-off valves along with instructions/tools on how to operate the shut-off in cases of emergency.
6. Post an evacuation plan in a highly visible location within the facility.
7. Provide sufficient supplies of food and water for each program participant in cases of emergency.
8. Ensure the health and safety of program participants by monitoring the expiration dates of food and water supplies and replacing when applicable to do so.
9. Ensure that staff are regularly trained and assigned specific responsibilities during emergencies.
10. Keep the most up-to-date inventory on disaster response supplies and equipment.
11. Provide written evidence of annual staff and volunteer emergency procedures training on the provider's Emergency Operations Plan.
12. Provide flashlights, portable radio and batteries for the facility in cases of emergency.
13. Provide and maintain first aid supplies for the facility in cases of emergency.
14. Provide and maintain current inspection tags on all fire extinguishers throughout the facility.

15. Provide current health inspection reports to the County.
16. Ensure that facility exit doors are clearly marked and functional.
17. Ensure that facility walkway paths are free from clutter and obstruction.
18. Ensure that elevator permits are current within each facility, as applicable.
19. Comply with all privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPPA).

#### **H. Monitoring of Subcontractors**

1. Maintain subcontract agreements on file as applicable.
2. Conduct annual comprehensive monitoring of all subcontractors to ensure CDA compliance. Subcontractors shall be monitored within six (6) months of effective date of agreement.
3. Resolve any issues regarding performance with subcontractor within thirty (30) days from completed date of monitoring.
4. Provide the County a copy of the completed monitoring and any applicable resolutions to performance.

### **III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) EXPECTATIONS & REQUIREMENTS**

#### **A. Definitions:**

1. **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)]
2. **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]

3. **Medicare Modernization Act 2005 (MMA) State Funds** means the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).
4. **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.
5. **Statewide HICAP Automated Reporting Program (SHARP)** means the State's proprietary database for reporting HICAP data to the Centers for Medicare and Medicaid Services (CMS).

## **B. Scope of Services**

The Subrecipient shall:

1. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, and 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.
2. Ensure that all HICAP volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.
  - a) Ensure that HICAP has a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.
  - b) Ensure that the HICAP is in full compliance with the federal Volunteer Risk and Program Management (VRPM) requirements.
3. Ensure that the standard HICAP business hours during which the program is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9am to 4pm, except on observed holidays.
4. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9am to 4pm. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a return telephone number, and a brief voicemail message on an answering service. Return calls to clients that have left voicemail messages must be made within two (2) business days.
5. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9am to 4pm. Responses to email

communications must be provided within two (2) business days of the day the email was received.

6. Prior to counseling implementation, provide a written disclosure statement or its equivalent to clients receiving counseling services as prescribed by CDA in the HICAP Program Manual. [Welf. & Inst. Code § 9541(f)(4)]
7. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party.
8. Provide community education designed to inform the public about Medicare, Medicare supplement, long-term care planning, 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)]
9. 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)]
10. Collect, track, and report on all aspects of HICAP activity as specified by the State and the County, to assess progress in reaching measurable outcomes as defined through annual HICAP Performance Measures.
11. Ensure the submission of program information and support documentation to OoA for the development of reports required by CDA.
12. Ensure that processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.
13. The Subrecipient is prohibited from the direct or indirect use of funds to:
  - a) Procure or obtain,
  - b) Enter into contract to procure or obtain; or
  - c) 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.
14. Ensure that 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, are provided accordingly.

15. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:
  - a) 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.
  - b) 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)]
  - c) HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 5941(c)(3)]
  - d) Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral. The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

### **C. Publication**

Materials published or transferred by the Subrecipient and financed with funds under this Contract shall:

1. Use the SHIP Logo and Tagline on all HICAP publications, including websites.
2. Include the express acknowledgment on all SHIP public information materials, **“This project was supported, in part, by grant number 90SAPG0094-01-00 from the U.S. Administration for Community Living, Department of Health and Human Services, Washington D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefor, necessarily represent official Administration for Community Living policy.”**
3. The grant number may change at any time. Any changes to the publication acknowledgement language, including, but not limited to updates to the grant number, will be communicated to the Subrecipient by the OoA and/or CDA.

## **IV. FINANCIAL ALIGNMENT (FA) EXPECTATIONS & REQUIREMENTS**

### **A. Definitions:**

1. **Cal MediConnect (formerly the Dual Eligible Demonstration Project)** means a demonstration program that coordinates health care services for people with Medicare and Medi-Cal through an integrated system of health care delivery, including medical, behavioral, and long-term support. Cal MediConnect is authorized by Section 1115A of the Social Security Act (added by Section 3021 of the Patient Protection and Affordable Care Act, PL 111-148), and it is a key element of California's Coordinated Care Initiative (CCI). The CCI was authorized pursuant to SB 1008 (Chapter 33, Statutes of 2012) and SB 1036 (Chapter 45, Statutes of 2012), and reauthorized in the 2017-18 California Budget.
2. **Centers for Medicare and Medicaid Services (CMS)** mean the federal Medicare/Medicaid Agency.
3. **Dual Eligible Beneficiaries** mean individuals 21 years of age or older who are enrolled for benefits under Medicare Part A (42 USC Sec. 1395c et seq.) or Medicare Part B (42 USC Sec. 1395j et seq.), or both, and is eligible for medical assistance under the Medi-Cal State Plan.
4. **Eligible Service Population** means dual eligible beneficiaries eligible for, enrolled in, or targeted for enrollment into a Cal MediConnect Health Plan, or beneficiaries' designated representative.
5. **Enhanced Outreach** means outreach activities above and beyond routine activities planned in response to other funding (e.g., FA-2021, State Health Insurance Assistance Program (SHIP) Funds, and Medicare Improvements for Patients and Providers Act (MIPPA) Funds), tailored to the specific needs of dual eligible beneficiaries eligible for, enrolled in, or targeted for enrollment into a Cal MediConnect Health Plan.
6. **Enrollment Brokers** mean third-party entities that enroll beneficiaries into Cal MediConnect plans chosen by the beneficiary.
7. **Financial Alignment (FA) Model** means the model the State is using to enroll dual eligible beneficiaries in Cal MediConnect health plans that integrate benefits and align financial incentives between Medicare and Medi-Cal.
8. **Health Insurance 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]

9. **Long Term Services and Supports (LTSS)** are Medi-Cal programs that provide assistance with Activities of Daily Living, and include a range of home and community based services, such as: In-Home Supportive Services; Community-Based Adult Services; an Multipurpose Senior Services Program, in addition to care in nursing facility services when needed.
10. **One-on-one Counseling** means the provision of local counseling and informational resources that enable dual eligible beneficiaries to make informed decisions about what forms of coverage best meet an individual's care needs (for example, considerations relative to enrolling in or changing Cal MediConnect Plans).
11. **State Health Insurance Assistance Program (SHIP)** is a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a Statewide basis [Welf. & Inst. Code § 9541]. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
12. **Statewide HICAP Automated Reporting Program (SHARP)** means the State's proprietary database for reporting HICAP data to federal grantors.
13. **Social Security Act Section 1115A** means the section added by Section 3021 of the Patient Protection and Affordable Care Act (PPACA) (P.L. 111-148) that authorizes the CMS Innovation Center to test innovative payment and service delivery models to reduce program expenditures under Medicare, Medicaid, and the Children's Health Insurance Program while preserving or enhancing quality of life.

## **B. Scope of Services**

The Subrecipient shall:

1. Ensure all applicable laws and regulations, including statutory requirements of HICAP [Welf. & Inst. Code §9541] are met. Services shall also be provided in accordance with applicable grant terms and conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PMs), provider bulletins or similar instructions issued by federal or State agencies during the term of this contract.
2. Ensure that all program activities must be separate, distinct, over and above those related activities provided through other funding sources (e.g., State Health Insurance Assistance Program (SHIP) Base Grant, and Medicare Improvements for



Patients and Providers (MIPPA) Funds) and must meet OoA, CDA, and CMS performance requirements.

3. Ensure that the Eligible Service Population receives enhanced outreach activities, materials, and one-on-one counseling on coverage options for their Health and LTSS benefits under Cal MediConnect and alternatives. Outreach materials and one-on-one counseling activities should be health literate, culturally/linguistically appropriate, and specific to the needs of the Eligible Service Population.
4. Ensure that individuals in the Eligible Service Population have access to information and counseling to empower them to make informed decisions about selecting plans that best met their health and LTSS needs. This information and counseling shall be fair, objective, accurate, timely, complete and impartial. It shall include, but not be limited to, all available health coverage options, implementation activities and timelines, appeal rights, and options for participating in the program.
5. Ensure an appropriate availability of counselors.
6. Ensure compliance with accessibility and non-discrimination laws and regulations as they apply to the program activities (including the Americans with Disabilities Act, Sections 504 and 510 of the Rehabilitation Act of 1973, and Section 1557 of the Affordable Care Act).
7. Ensure the provisions of additional outreach services and materials to partners, beneficiary caregivers, providers, other aging network and disability partners (e.g., Information and Assistance, Aging and Disability Resource Centers (ADRC), county Medi-Cal offices, Independent Living Centers, the Cal MediConnect Ombudsman, and other not-for-profit agencies) regarding Cal MediConnect and the availability of HICAP one-on-one counseling for the Eligible Service Population, and refer beneficiaries to other resources as needed.
8. Ensure outreach and one-on-one counseling activities are enhanced to reach Dual Eligible sub-populations, such as beneficiaries with Limited English Proficiency, intellectual and developmental disabilities, severe and persistent mental illness, behavioral and cognitive disabilities, and other demonstration sub-populations.
9. Ensure that the activities provided through this Agreement are separate, distinct, above and beyond those authorized under other Federal initiatives. TheFA-2021 program activities include, but are not limited to:
  - a) Staying apprised of the status of the Cal MediConnect demonstration, including plan participation, enrollment schedules, and outreach campaigns;
  - b) Developing and providing HICAP Counselors with the information, training, and tools they will need to effectively and efficiently help the Eligible Service Population;

- c) Conducting outreach to educate the Eligible Service Population and their caregivers and representatives about their coverage options, including those available through the Cal MediConnect demonstration;
  - d) Partnering with stakeholders, including Area Agencies on Aging, Aging and Disability Resource Connection programs, county Medi-Cal offices, Independent Living Centers, the Cal MediConnect Ombudsman, and other entities to conduct beneficiary outreach and education;
  - e) Assisting the Eligible Service Population and their caregivers and representatives in making informed decisions about what forms of coverage best meet an individual's care needs (for example, considerations relative to enrolling in or changing Cal MediConnect plans).
  - f) Assisting the Eligible Service Population with enrollment and disenrollment, including referring to or assisting with the state enrollment broker, when applicable.
  - g) Referring beneficiaries, as appropriate, to other organizations including the Cal MediConnect Ombudsman Program and other service organizations.
  - h) Apprising OoA and CDA of trends or lessons learned affecting the Eligible Service Population.
  - i) Providing targeted activities to reach sub-populations of the Eligible Service Population in the Planning and Service Area (PSA). Sub-populations include, but are not limited to, dual eligible beneficiaries with limited English proficiency, intellectual and development disabilities, severe and persistent mental illness, behavioral or cognitive disabilities, and dual eligible beneficiaries in federally recognized American Indian tribes.
  - j) Providing one-on-one counseling for the eligible service population in determining which types of coverage most appropriately meet their individual health and LTSS needs. These counseling sessions could include assistance with:
    - i. Selecting a different Cal MediConnect plan;
    - ii. Enrolling in a Medicare Managed Care plan and a Medi-Cal Managed Care plan;
    - iii. Choosing fee-for-service Medicare with a Medi-Cal Managed Care plan; and
    - iv. Enrolling in Program of All-Inclusive Care for the Elderly (PACE) if eligible.
10. Develop and implement a customer satisfaction process to ensure service quality, and report results to OoA/CDA. If the results of the customer satisfaction process show material deficiencies in activities, the subrecipient shall submit a corrective action plan as instructed by OoA/CDA.

11. Participate in quarterly calls with CDA to review progress of the agreement.
12. Ensure that all responsible persons have access to up-to-date materials, standards, policies, and procedures relevant to Cal MediConnect.
13. Ensure adequate staffing to cover all contract requirements and timelines.
14. Collect, verify, and report all required monthly data to CDA.
15. Develop, update, and implement the COUNTY/CDA approved local Financial Alignment (FA) Work Plan. The Work Plan must outline: Goals, Measurable Outcomes, Major Objectives, Key Tasks, Lead Person assigned, Timeframe (Start and End Dates), and the specific mechanisms that the HICAP subrecipient will use to coordinate efforts with other local organizations to ensure that the work is collaborative and non-duplicative, and that resources are appropriately leveraged to provide maximum effectiveness. OoA and CDA may request revisions to the Work Plan at any time.
16. Prepare and submit Semi-Annual and Final narrative reports to OoA, as specified and required by OoA and CDA. Updates to the approved Work Plan and documentation of progress towards reaching projected goals shall be included with the Semi-Annual and Final narrative reports.

### **C. Publications**

1. Ensure that all publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including, but not limited to, electronic/digital media that is related to this program include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as follows: **“The project described was supported by Funding Opportunity Number CMS-1J1-19-001 from the U.S. Department of Health & Human Services, Centers for Medicare & Medicaid Services, Center for Medicare & Medicaid Innovation.”** Subrecipient must also include a disclaimer stating that, **“The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies.”**
2. The subrecipient must use the SHIP logo and tagline on all program materials developed for public use.
3. The subrecipient must submit one copy of each publication resulting from work performed under this contract, regardless of format, to OoA and CDA with the Semi-Annual Progress Reports and Final Report.

4. The Funding Opportunity Number may change at any time. Any changes to the publication acknowledgement language, including, but not limited to updates to the Funding Opportunity Number, will be communicated to the subrecipient by the OoA and/or CDA.

V. **MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT PROGRAM (MIPPA) EXPECTATIONS & REQUIREMENTS**

A. **Definitions:**

1. **Aging and Disability Resource Connection (ADRC)** means a program that helps older adults and individuals with disabilities make informed decisions about their service and support options and serves as a single point of entry to the long-term care system. Outside California, these programs are called Aging and Disability Resource Centers. The terms are used interchangeably in this agreement. ADRCs were established through a collaborative effort of the US Administration for Community Living (ACL) and the Centers for Medicare & Medicaid Services.
2. **Eligible Service Population** means individuals defined as Medicare eligible beneficiaries likely to be qualified for Medicare Part D, the Low-Income Subsidy (LIS) Prescription Drug Program, and/or the Medicare Savings Programs (MSP).
3. **Enhanced Outreach** means outreach activities that include, but are not limited to, disease prevention and promoting wellness and are above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assistance Program [SHIP] funds or Older Americans Act [OAA] outreach funds).
4. **Enrollment Assistance** means one-on-one assistance to beneficiaries completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.
5. **Enrollment Assistance Centers** means locations equipped and designated for LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.
6. **Health Insurance Counseling and Advocacy Program (HICAP)** is a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a statewide basis. [Welf. & Inst. Code § 9541]
7. **Low-Income Subsidy (LIS)** means a federal program that provides financial assistance with Part D premiums and cost sharing for eligible low-income Medicare beneficiaries.

8. **Medicare Improvements for Patients and Providers Act (MIPPA) of 2008** means legislation that amended Titles XVIII and XIX of the Social Security Act to extend expiring provisions under the Medicare program, to improve beneficiary access to preventive and mental health services, to enhance low-income benefit programs, and to maintain access to care in rural areas, including pharmacy access.
9. **Medicare Prescription Drug Improvement and Modernization Act of 2003** (also known as the “Medicare Modernization Act” or “MMA”) means legislation that imposed the most sweeping changes to the Medicare program since its inception, including the addition of a prescription drug benefit through a new Medicare Part D.
10. **Medicare Savings Programs (MSP)** means three programs that serve Medicare beneficiaries who do not qualify for full Medi-Cal: Qualified Medicare Beneficiaries, Specified Low-Income Beneficiaries, and Qualified Individuals. Beneficiaries enrolled in one of these Medicare Savings Programs automatically receive LIS.
11. **State Health Insurance Assistance Program (SHIP)** means a national program supported by the federal ACL that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.

## **B. Scope of Services**

The Subrecipient shall:

1. Provide enhanced outreach, education, and enrollment assistance to eligible Medicare beneficiaries regarding Low-Income Subsidy, Medicare Savings Programs, and Medicare preventive services.
2. Develop, update, and implement the COUNTY/CDA approved local MIPPA Work Plan. The Work Plan delineates how the Subrecipient, Health Insurance Counseling and Advocacy Program, and Aging Disability and Resource Centers (where applicable) will coordinate their efforts and resources to achieve performance objectives identified by CDA.

## **C. Publication**

The Subrecipient shall assure that the following publication conditions are met:

1. Include the following acknowledgment language to each material published or transferred by the Subrecipient and financed with funds under this Contract: **“This project was supported, in whole or in part, by grant number(s) 2001CAMIAA-00, 2001CAMISH-00, and 2001CAMIDR-00, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.”**
2. The grant number may change at any time. Any changes to the publication acknowledgement language, including, but not limited to updates to the grant number, will be communicated to the subrecipient by the OoA and/or CDA.

## PAYMENT/COMPENSATION

### 1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$ 701,326 for 12-months (July 1, 2020 – June 30, 2021) as set forth in Attachment A Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

### 2. PAYMENT TERMS:

Invoices are to be submitted in arrears to the user agency/department. An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. In the event cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. The Subrecipient will reimburse the County for disputed/disallowed monies identified after July 10<sup>th</sup> in one lump sum.

Program Invoice(s):

OC Community Resources  
Attention: Accounts Payable  
601 N. Ross St., 6th floor  
Santa Ana, CA 92701

### 3. INVOICING INSTRUCTIONS:

The Subrecipient will provide an invoice on Subrecipient's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from 1 above)
- C. Subrecipient's Tax ID Number
- D. Name of County Agency Department
- E. County Contract Number
- F. Service date(s) – Month of Service
- G. Delivery Order (DO) / Subordinate Agreement Number
- H. Deliverables / Service description (in accordance with Attachment A)
- I. Subrecipient's Federal I. D. number
- J. Total

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

### 4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the tenth (10th) day of each month, showing the prior month's actual expenditures. If the 10th falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by Project Manager. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by Project Manager.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding 12th month close-out invoice.



- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 45 C.F.R. Part 92.22(b).
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Subrecipient comes into compliance.
- F. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the Project Manager, or her designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

## **5. FULL COMPENSATION**

Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder.

## **6. CLOSE-OUT DEADLINES**

- A. The 12th month close-out invoice is due on the 10th of July without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for June invoices and will only be allowed at the County's discretion.
- C. Subrecipient must submit June invoice estimates by the 10<sup>th</sup> of June. Estimates must be projected based on anticipated actual expenditure.

## **7. CONTRIBUTIONS**

- A. Subrecipient shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract. Subrecipient shall protect

the privacy of each such contributor with respect to his or her contribution. No Older Individual shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.

- B. Subrecipient shall keep separate accounts of all contributions for services provided pursuant to this Contract. Subrecipient shall report such contributions monthly to County in the format required by County.
- C. Contributions for services provided pursuant to this Contract shall be added to the funds provided to Subrecipient by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.

## **8. THIRD-PARTY REVENUE**

Subrecipient shall make every reasonable effort to obtain all available reimbursement from third parties (e.g., insurers), for which persons served hereunder may be eligible. All such third-party reimbursements received by Subrecipient shall be reported to County in the format required by County. The amount of such third-party reimbursements shall be deducted from County's maximum obligation hereunder.

## **9. INTEREST EARNED**

- A. If Subrecipient earns interest on funds received pursuant to this Contract, that interest shall be identified as income to the program(s) for which this Contract provides and shall be used and expended only for said program(s). Subrecipient shall maintain in its files full documentation of such interest earnings and expenditures.
- B. If Subrecipient is a nonprofit, it shall maintain any advances of funds or contributions received under this Contract in interest-bearing accounts, unless "a" or "b" below apply:
  - i. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on the funds deposited pursuant to this Contract combined with other federal cash balances, if any, maintained by Subrecipient; or
  - ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Subrecipient expects to receive under this Contract.

**BUDGET SCHEDULE**

Health Insurance Counseling and Advocacy Program (HICAP), Medicare Improvements for Patients and Providers Act (MIPPA), and Financial Alignment (FA)

**1. Subrecipient's Budget:**

HICAP (July 1, 2020 to June 30, 2021)

Cost Categories	Budgeted Costs
Personnel	\$341,164
Travel and Training	\$6,065
Equipment	\$14,200
Consultant/Professional Services	\$25,550
Other Costs	\$140,380
Indirect Costs	\$2,414
<b>Total Budgeted Costs</b>	<b>\$529,773</b>

Matching Funds – No Match Required	Match Amount
Cash	\$0
In-Kind	\$0
<b>Total Match</b>	<b>\$0</b>

MIPPA (July 1, 2020 to September 29, 2020)

Cost Categories	Budgeted Costs
Personnel	\$16,151
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$0
Other Costs	\$3,535
Indirect Costs	\$0
<b>Total Budgeted Costs</b>	<b>\$19,686</b>

Matching Funds – No Match Required	Match Amount
Cash	\$0
In-Kind	\$0
<b>Total Match</b>	<b>\$0</b>

## MIPPA (October 1, 2020 to June 30, 2021)

Cost Categories	Budgeted Costs
Personnel	\$77,581
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$0
Other Costs	\$39,275
Indirect Costs	\$0
<b>Total Budgeted Costs</b>	<b>\$116,856</b>

Matching Funds – No Match Required	Match Amount
Cash	\$0
In-Kind	\$0
<b>Total Match</b>	<b>\$0</b>

## Financial Alignment (November 17, 2020 to June 30, 2021)

Cost Categories	Budgeted Costs
Personnel	\$31,314
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$0
Other Costs	\$3,697
Indirect Costs	\$0
<b>Total Budgeted Costs</b>	<b>\$35,011</b>

Matching Funds – No Match Required	Match Amount
Cash	\$0
In-Kind	\$0
<b>Total Match</b>	<b>\$0</b>

- The above Cost Categories is an overview of the actual budget approved by the Office on Aging. Subrecipient shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to Subrecipient from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.

**STAFFING PLAN**  
Council on Aging - Southern California

**I. Health Insurance Counseling and Advocacy Program (HICAP) – July 1, 2020 to June 30, 2021**

Title	FTE*
Program Manager	1.00
Community Education/Outreach Specialist	0.75
Volunteer Coordinator and Community Outreach	0.83
Latino Community Education/Outreach Coordinator	0.95
Latino Staff Counselor	0.00
Vietnamese Community Education/Outreach	0.20
Vietnamese Staff Counselor – MT	0.15
Vietnamese Staff Counselor – TP	0.00
Operations Coordinator – RL	1.00
Volunteer Training Specialist – AS	0.25
Outreach	0.00
Administrative Team	0.61
<b>TOTAL:</b>	<b>5.74</b>

**II. Medicare Improvements for Patients and Providers Act (MIPPA) – July 1, 2020 to September 29, 2020**

Title	FTE*
Program Director	0.00
Program Manager	0.00
Community Education/Outreach Coordination	0.00
Community Education/Outreach Specialist	0.05
Latino Community Education/Outreach	0.05
Latino Staff Counselor	0.15
Volunteer Specialist	0.00
Vietnamese Community Education/Outreach	0.05
Vietnamese Staff Counselor	0.00
Vietnamese Staff Counselor	0.00
Operations Coordinator	0.00
Training Specialist	0.00
Administrative Team	0.03
<b>TOTAL:</b>	<b>0.33</b>

**III. Medicare Improvements for Patients and Providers Act (MIPPA) – October 1, 2020 to June 30, 2021**

<b>Title</b>	<b>FTE*</b>
Program Manager	0.00
Community Education/Outreach Specialist	0.14
Volunteer Coordinator/Community Outreach	0.04
Latino Community Education/Outreach	0.56
Latino Staff Counselor	0.00
Vietnamese Community Education/Outreach	0.04
Vietnamese Staff Counselor	0.15
Vietnamese Staff Counselor	0.18
Operations Coordinator	0.21
Volunteer Training Specialist	0.00
New Counselor – Spanish PT	0.15
New Outreach PT (March-June)	0.15
Administrative Team	0.23
<b>TOTAL:</b>	<b>1.85</b>

**IV. Financial Alignment (FA) – November 17, 2020 to June 30, 2021**

<b>Title</b>	<b>FTE*</b>
Program Manager	0.00
Community Education/Outreach Specialist	0.00
Volunteer Coordinator/Community Outreach	0.00
Latino Community Education/Outreach	0.34
Latino Staff Counselor	0.00
Vietnamese Community Education/Outreach	0.21
Vietnamese Staff Counselor	0.05
Vietnamese Staff Counselor	0.00
Operations Coordinator	0.00
Volunteer Training Specialist	0.00
New Counselor – Spanish PT	0.05
New Outreach PT	0.05
Administrative Team	0.10
<b>TOTAL:</b>	<b>0.80</b>

\*1.00 FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval pursuant to Paragraph 13 of the Contract.

**1. Federal Award Identification**

- A. **Subrecipient Name:** Council on Aging Southern California
- B. **Subrecipient's Unique Identifier (DUNS):** 053284159
- C. **Federal Award Identification Number (FAIN):** 90SAPG0094-01-00, 1801CAMISH, 1801CAMIAA, 1801CAMIDR, 2001CAMISH-00, 2001CAMIAA-00, 2001CAMIDR-00, and CMS-1J1-19-001
- D. **Federal Award Date:** 2020-2021
- E. **Subaward Period of Performance:** July 1, 2020 to June 30, 2021
- F. **Total Amount of Federal Funds Obligated by the Action:** \$342,438

CFDA	FAIN	Award Date	Formula Funds	Amount
93.324	90SAPG0094-01-00	2020	HICAP	\$36,080.75
93.324	90SAPG0094-01-00	2021	HICAP	\$134,804.25
93.626	CMS-1J1-19-001	2020	Financial Alignment	\$8,752.75
93.626	CMS-1J1-19-001	2021	Financial Alignment	\$26,258.25
93.071	1801CAMISH, 1801CAMIAA, and 1801CAMIDR	2020	MIPPA	\$19,686
93.071	2001CAMISH-00, 2001CAMIAA-00, and 2001CAMIDR-00	2021	MIPPA	\$116,856
			<b>TOTAL:</b>	\$342,438

- G. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$342,438
- H. **Total Amount of the Federal Award:** \$342,438
- I. **Federal Award Project Description:**

- For HICAP – State Health Insurance Assistance Program (SHIP)
- For Financial Alignment – Affordable Care Act (ACA) State Health Insurance Assistance Program (SHIP) and Aging and Disability Resource Center (ADRC) Options Counseling for Medicare-Medicaid Individuals in States with Approved Financial Alignment Model
- For MIPPA – Medicare Enrollment Assistance Program

- J. **Federal Awarding Agency:** U.S. Department of Health and Human Services, Administration for Community Living, Centers for Medicare and Medicaid Services
- K. **Name of Pass Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging
- L. **Contact Information for the Awarding Official:** Ericka Danczak, Director (714) 480-6465, [ericka.danczak@occr.ocgov.com](mailto:ericka.danczak@occr.ocgov.com)
- M. **CFDA Number and Name:** #93.324 State Health Insurance Assistance Program (SHIP); #93.626 Affordable Care Act (ACA), State Health Insurance Assistance Program (SHIP) and Aging and Disability Resource Center (ADRC) Options Counseling for Medicare-Medicaid Individuals in States with Approved Financial Alignment; and #93.071 Medicare Enrollment Assistance Program
- N. **Whether Award is R&D:** No
- O. **Indirect Cost Rate for the Federal Award:** 10%





# Certification of Agreements

**Date:**

**To:** Clerk of the Board of Supervisors

**From:** OCCR/OC Community Services

**Re:** ASR Control #:\_\_\_\_\_, Meeting Date \_\_\_\_\_ Agenda Item No. # \_\_\_\_\_

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I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date