



ELEVENTH 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)**

<u>CFDA#</u>	<u>FAIN#</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
93.324	90SAPG0094-02-00	State Health Insurance Assistance Program (SHIP)	USDHHS, Administration for Community Living

This Amendment to Contract No. 20-27-0044, hereinafter referred to as “Eleventh 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, on March 9, 2021, the County executed the Fourth Amendment and increased the Contract by the monetary amount of \$26,562, for a new maximum obligation of \$701,326, and replaced Attachment A-3, Scope of Services, with Attachment A-4; and replaced Attachment B-3, Payment/Compensation, with Attachment B-4; and replaced Attachment C-3, Budget Schedule(s), with Attachment C-4; and replaced Attachment D-3, Staffing Plan, with Attachment D-4; and replaced Attachment F-3, Federal Award Identification with Attachment F-4; and

WHEREAS, on May 25, 2021, the County executed the Fifth Amendment to renew the Contract for an additional one-year period effective July 1, 2021 through June 30, 2022; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of \$572,843 under FY 2021-22 for a total cumulative Contract amount of \$1,274,169; and replaced Attachment B-4, Compensation/Payment, with Attachment B-5; and replaced Attachment C-4, Budget, with Attachment C-5; and replaced Attachment D-4, Staffing Plan with Attachment D-5; and replaced Attachment E-1, Performance Standards, with Attachment E-2; and replaced Attachment F-4, Federal Award Identification with Attachment F-5; and

WHEREAS, on June 10, 2021, the County executed the Sixth Amendment to the original Contract for the period of July 1, 2020 through June 30, 2021; and replaced Attachment C-5, Budget, with Attachment C-6; and replaced Attachment D-5, Staffing Plan with Attachment D-6; and

WHEREAS, on August 2, 2021, the County executed the Seventh Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of \$45,285 under FY 2021-22 for a new maximum obligation amount of \$618,128; and replaced Attachment A-4, Scope of Services, with Attachment A-5; and replaced Attachment B-5, Compensation/Payment, with Attachment B-6; and replaced Attachment C-6, Budget, with Attachment C-7; and replaced Attachment D-6, Staffing Plan with Attachment D-7; and replaced Attachment E-2, Performance Standards, with Attachment E-3; and replaced Attachment F-5, Federal Award Identification, with Attachment F-6; and

WHEREAS, on September 29, 2021, the County executed the Eighth Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of \$1,244 under FY 2021-22 for a new maximum obligation amount of \$619,372; and replaced Attachment A-5, Scope of Services, with Attachment A-6; and replaced Attachment B-6, Compensation/Payment, with Attachment B-7; and replaced Attachment C-7, Budget, with Attachment C-8; and replaced Attachment F-6, Federal Award Identification, with Attachment F-7; and

WHEREAS, on October 25, 2021, the County executed the Ninth Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of \$27,877 under FY 2021-22 for a new maximum obligation amount of \$647,249; and replaced Attachment A-6, Scope of Services, with Attachment A-7; and replaced Attachment B-7, Compensation/Payment, with Attachment B-8; and replaced Attachment C-8, Budget, with Attachment C-9; and replaced Attachment D-7, Staffing Plan with Attachment D-8; and replaced Attachment F-7, Federal Award Identification, with Attachment F-8; and

WHEREAS, on February 7, 2022, the County executed the Tenth Amendment to the original Contract effective January 1, 2022; and reduced the Contract by the monetary amount of \$9,499 under FY 2021-22 for a new maximum obligation amount of \$637,750; and replaced Attachment B-8, Compensation/Payment, with Attachment B-9; and replaced Attachment C-9, Budget, with Attachment C-10; and replaced Attachment D-8, Staffing Plan with Attachment D-9; and replaced Attachment F-8, Federal Award Identification, with Attachment F-9; and

WHEREAS, the County now desires to amend the original Contract to renew the Contract for an additional one-year period effective July 1, 2022 through March 31, 2023; and revise Paragraph 2 of the Contract to reflect the new Contract term; and increase the Contract by the monetary amount of \$565,011 under FY 2022-23 for a cumulative Contract total amount of \$1,904,087; and make other minor modifications to the Contract; and replace Attachment A-7, Scope of Services, with Attachment A-8; and replace Attachment B-9, Payment/Compensation, with Attachment B-10; and replace Attachment C-10, Budget, with Attachment C-11; and replace Attachment D-9, Staffing Plan with Attachment D-10; and replace Attachment E-3, Performance Standards, with Attachment E-4; and replace Attachment F-9, Federal Award Identification, with Attachment F-10; and

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

1. The Contract Term, set forth in paragraph 2 of this Contract, is hereby renewed for the period of July 1, 2022 through March 31, 2023, unless otherwise terminated by the County under the terms of the Contract.
2. The Contract Maximum Obligation, set forth in paragraph 5 of this Contract, is hereby increased during the renewal period of July 1, 2022 through March 31, 2023, by \$565,011, for a cumulative total amount of \$1,904,087.
3. Paragraph 27. News/Information Release of the Contract shall be amended to read as follows:

“27. Media Contact/News/Information Release: The Subrecipient agrees that it will not contact the media/press, discuss this Contract or the related program with the media/press, or issue any news releases in connection with either the award of this Contract, any subsequent amendment of, or any effort/performance under this Contract without first obtaining review and written approval of said media/press contact, discussion, and/or news release from the County through the County’s Project Manager.”

4. Paragraph 33. County Branding Requirements of the Contract shall be amended to read as follows:

“33. County Branding and Funding Source Identification Requirements:

Publicity, Literature, Advertisement and Social Media

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County’s name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County’s prior written consent is expressly prohibited and Subrecipient agrees that it shall take no such action.
- B. Subrecipient may speak to the media/press, release statements, allow for video or photography, or develop and publish information related to this Contract only where all of the following conditions are satisfied:
 - 1. Project Manager provides its written approval of (1) the oral, written, or other content; and (2) publication or other communication of the content/information, at least five (5) days prior to Subrecipient publishing or communicating the content/information, unless a different timeframe for approval is agreed upon by the Project Manager;

Unless directed otherwise by Project Manager, the communication or statement will include an oral or written statement that the Contract and related program, wholly or in part, is funded through County, State and/or Federal government funds, and identify the specific funding source(s) for the Contract and related program;

All project publicity shall include the following statement: “This project is funded in part through a grant from the California Department of Aging, as allocated by the Orange County Board of Supervisors.”

- 2. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Subrecipient, unless approved in writing by Project Manager.

3. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the Project Manager. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.

Subrecipient shall not create the false appearance, mistaken impression, or misrepresentation, through an omission or affirmative statement, that this Contract or the program related thereto is created by, funded by, or attributable to any entity, organization, or person other than the County (including its staff and officials) and the actual funding sources for this Contract, unless such information is accurate and complete.”

5. Paragraph 42. Payments shall be amended to read as follows:

“42. Payments:

Subrecipient agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before **March 31**, and that any and all funds remaining as of **March 31** annually, which have not been disbursed shall be returned by Subrecipient to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Subrecipient will be reimbursed by County if incurred after **March 31** of each fiscal year.

Upon the effective date of this Contract, County shall make payment to Subrecipient in accordance with the following payment schedule:

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient’s invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient’s invoice so long as the total payments under this Contract do not exceed the Contract maximum obligation.
- B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.
- C. Invoices: Subrecipient shall provide monthly invoices by the 15th day following the month being reported. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for

reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County.

If Subrecipient expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Contract, Subrecipient may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received. Refer to Attachment B, Payment/Compensation for additional information."

6. Paragraph 49. D-U-N-S and Related Information of the Contract shall be amended to read as follows:

"49. D-U-N-S Number and Related Information: D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

The D-U-N-S Number must be provided to County at the County's request and prior to the execution of this Contract. Subrecipient shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is "active," with no active exclusions prior to execution of this Contract. If County cannot access the Subrecipient's D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Subrecipient's data entry for its D-U-N-S number, the Subrecipient must immediately update the information as required.

Subrecipient shall register its organization/D-U-N-S Number at <https://www.SAM.gov> and ensure all D-U-N-S information is up to date and the D-U-N-S number status is "active," and in good standings prior to execution of this Contract. **Upon completion of the registration process at SAM.gov, Subrecipient will be assigned a Unique Entity Identifier number known as UEI (SAM). The UEI (SAM) number will be used by County to ensure that Subrecipient's registration status is current and remains active during the Contract term. Subrecipient shall obtain and provide its UEI (SAM) number to the County at the County's request and prior to the execution of this Contract provided the UEI (SAM) number is obtained by Subrecipient using reasonable effort using the UEI (SAM) system.**

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract."

7. Attachment A-7, Scope of Services, shall be replaced with Attachment A-8.
8. Attachment B-9, Payment/Compensation, shall be replaced with Attachment B-10.
9. Attachment C-10, Budget Schedule(s), shall be replaced with Attachment C-11.

10. Attachment D-9, Staffing Plan, shall be replaced with Attachment D-10.
11. Attachment E-3, Performance Standards, shall be replaced with Attachment E-4.
12. Attachment F-9, Federal Award Identification, shall be replaced with Attachment F-10.

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

*Council on Aging – Southern California, Inc.

By: _____	By: _____
DocuSigned by: Lisa Wright Jenkins E7B2A9987A7447D...	
Name: _____	Name: _____
(Print)	(Print)
Title: _____	Title: _____
President & CEO	
Dated: _____	Dated: _____
4/1/2022	

*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.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____	Dated: _____
Deputized Purchasing Agent OC Community Resources	

APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL

By: _____	Dated: _____
DocuSigned by: John Cleveland 74000D52EE63437...	4/1/2022
DEPUTY COUNTY COUNSEL	

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.

Hours of Operation	
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. County holidays that fall on a Saturday will be observed on the preceding Friday.

County Observed Holidays	
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.

Funding Restrictions. Funds may not be used for the following purposes:

- a) Construction and/or major rehabilitation of buildings.
- b) Basic research (e.g. scientific or medical experiments)
- c) Continuation of existing projects without expansion or new and innovative approaches.
- d) Meals are generally unallowable, except for the following:
 - When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement, and
 - As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

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 (HIPAA) (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 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. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

The Subrecipient shall assure full compliance with 2 CFR 200.216. The Subrecipients is prohibited from the direct or indirect use of funds to:

- a) Procure or obtain,
- b) Enter into a 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.

9. 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.

10. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Subrecipient shall promptly notify OoA.

11. 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.

12. 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.

13. 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.
14. 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.
15. 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
16. 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.
17. 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.
18. 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 paperwork 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 (HIPAA).

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 90SAPG0094-02-00 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.

D. Volunteer Coordinator

Contingent upon legislative approval for augmented Local Assistance funds for FY 2021-22 and CDA’s notice of availability of funds:

- 1. The HICAP shall ensure that the equivalent of at least one full-time paid Volunteer Coordinator shall assist the HICAP 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.
- 1.

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$565,011 for the period of July 1, 2022 – March 31, 2023, as set forth in Attachment A-8 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 April 10th 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 fifteenth (15th) day of each month, showing the prior month's actual expenditures. If the 15th 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 the 8th month invoice and the 9th 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. Any late submission for the July thru April invoices will result in a technical assistance finding during program monitoring.
- G. 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 8th month invoice is due on the 10th of April 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. The 9th month close-out invoice is due on the 10th of April 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.
- C. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for May and June invoices and will only be allowed at the County’s discretion.
- D. Subrecipient must submit June invoice estimates by the 10th of March. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the February and March invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

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)****1. Subrecipient's Budget:**

HICAP (July 1, 2022 to March 31, 2023)

Cost Categories	Budgeted Costs
Personnel	\$253,005
Travel and Training	\$3,710
Equipment	\$0
Consultant/Professional Services	\$20,750
Other Costs	\$287,546
Indirect Costs	\$0
Total Budgeted Costs	\$565,011

Matching Funds – No Match Required	Match Amount
Cash	\$0
In-Kind	\$0
Total Match	\$0

**In-Kind Contribution means the value of non-cash contribution donated to support the project or program (e.g., property, service, volunteer hours, etc.).*

2. 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.
3. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Subrecipient's *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall include, at a minimum, the following items when reimbursable and applicable under this Contract:
 - a) Personnel Costs – monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of time to be charged to these programs.
 - b) Fringe Benefits.
 - c) Contractual Costs – subcontract and consultant cost detail.
 - d) Indirect Costs.

- e) Rent – specify square footage and rate.
- f) Supplies.
- g) Equipment – detailed descriptions and unit costs.
- h) In State Travel – mileage reimbursement rate, lodging, per diem, and other costs.
- i) Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem, and other costs.
- j) Other Costs – a detailed list of other operating expenses.

STAFFING PLAN
Council on Aging - Southern California

I. Health Insurance Counseling and Advocacy Program (HICAP) – July 1, 2022 to March 31, 2023

Title	FTE*
Program Manager	1.00
Community Education/Outreach Specialist	0.79
Community Outreach Specialist	0.05
Latino Community Education/Outreach Coordinator	0.20
Vietnamese Staff Counselor – MT	0.03
Vietnamese Staff Counselor – TP	0.02
Operations Coordinator	0.92
Program Admin Specialist	0.25
Counselor (Latino)	0.03
Special Projects	0.12
Special Projects	0.12
Marketing Coordinator	0.04
CEO/President	0.06
COO	0.06
Controller	0.06
CFO (position eliminated on September 2021)	0.06
Human Resources Manager	0.06
Accounting Manager	0.07
Accounting Assistant	0.07
Receptionist	0.07
Marketing Manager (10% Admin)	0.05
TOTAL:	4.13

*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.

**PERFORMANCE STANDARDS
SERVICE UNITS**

ATTACHMENT F-4
Attachment F

AGENCY NAME: COUNCIL ON AGING - SOUTHERN CALIFORNIA					FISCAL YEAR: 2022-23
PROGRAM NAME(S): HICAP					
CONTRACT #: 20-27-0044					DATE: July 1, 2022
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
HICAP	6,992	# of Participants Counseled (Closed Intakes)		N/A	Participants Counseled: Number of finalized intakes for all participants/beneficiaries that received counseling services (aka contacts). Intakes must have at least one Medicare topic selected, and dates entered on form are limited to one calendar month through finalization and review.
	325	# of Public and Media Events		N/A	Public and Media Events: Number of completed PAM forms for all events categorized as “Interactive.” Interactive events include, but are not limited to electronic/digital and/or tele-conferences, when attendance is monitored to justify true encounters. PAM forms must have at least one Medicare topic selected for Primary Focus, Target Beneficiary Group, and Intended Audience.
	19,247	# of Participant Contacts (Interactions)		N/A	All Participant Contacts: Number of total Counseling Services (aka contacts) from finalized Intakes, regardless of mode (i.e., telephone, in person site, in person home, email, fax, other). “General HICAP/SHIP” topics are no longer counted; therefore, Quick Calls are excluded, and all intakes must have at least one Medicare topic selected.
	13,739	# of Persons Reached at Public & Media Events (Interactive)		N/A	Public and Media Events Outreach: Number of total Estimated persons reached or received enrollment assistance at public events reported for COMPLETED PAM forms categorized as “Interactive”; documented by Attendance Logs at Exhibits, Fairs or Special Events (including Mobile infoVans); or Dedicated Enrollment Events where attendance is either tracked/monitored per direct application assistance; Interactive Presentations to Public in Person (including electronic/digital and/or tele-conferences, when attendance is monitored to justify true encounters); or where HICAP/SHIP and Medicare information was transferred to the public with participant opportunity to ask questions and get answers. “General HICAP/SHIP” topics are no longer counted; therefore, Quick Calls are excluded, and all intakes must have at least one Medicare topic selected. Excludes non-interactive events (e.g., Billboard, Email, Magazine, Newsletter, Newspaper, Radio, Social Media, Television, Websites, Other Electronic or Print Activities).

**PERFORMANCE STANDARDS
SERVICE UNITS**

ATTACHMENT E-4

	1,379	# of Contacts with Medicare Clients Under 65		N/A	Medicare Beneficiaries Under 65: Number of all Counseling Services (aka contacts) from finalized Intakes, regardless of mode (i.e., telephone, in person site, in person home, email, fax, or other), where the beneficiary is 64 or younger and is receiving or applying for Social Security Disability or Medicare Disability (R/A-DIS). DOB and R/A-DIS fields are required to avoid record submission errors, but measure no longer includes Quick Calls.
	10,249	# of Hard to Reach Contacts		N/A	Hard to Reach Contacts: Number of total sum for all Counseling Services (aka contacts) from finalized intakes, regardless of mode (i.e., telephone, in person site, in person home, e-mail) where Medicare beneficiaries are designated as “hard-to-reach” per the following categories: • <u>Contacts with Low Income Beneficiaries</u> • <u>English as a Second Language Contacts</u> County and ZIP Code match required at both Client Profile and Counseling Services levels, but measure no longer includes Quick Calls.
	3,686	# of Contacts with Low Income Beneficiaries		N/A	Contacts with Low-Income Beneficiaries: Contacts with beneficiaries whose Income Level indicates below 150% of the Federal Poverty Level.
	6,563	# of English as a Second Language Contacts		N/A	English as a Second Language Contacts: Contacts with clients whose primary language is not English.
	13,848	# of Qualifying Enrollment Contacts		N/A	Target Qualifying Enrollments: Number of total Counseling Services (aka contacts) from Intakes regardless of mode (i.e., telephone, in person site, in person home, e-mail, fax, other) with one or more of the following qualifying enrollment topics discussed: • Medicare A/B • Medigap/Supplement/SELECT • Medicare Advantage (e.g., MSA, HMO, PPO, Specialty Plan) • Medi-Cal • Part D Medicare Prescription Drug Coverage • Part D Plan Problems (Non-Compliance Services Unmet) • Part D Low Income Subsidy

1. Federal Award Identification

- A. **Subrecipient Name:** Council on Aging Southern California
- B. **Subrecipient's Dun & Bradstreet Number (DUNS):** 053284159
- C. **Subrecipient's SAM Unique Entity Identifier (UEI):** LL8TLAJBVEF8
- D. **Federal Award Identification Number (FAIN):** 90SAPG0094-02-00
- E. **Federal Award Date:** 2022-2023
- F. **Subaward Period of Performance:** July 1, 2022 to March 31, 2023
- G. **Total Amount of Federal Funds Obligated by the Action:** \$150,949

CFDA	FAIN	Award Date	Formula Funds	Amount
93.324	90SAPG0094-02-00	2022	HICAP	\$75,474.50
93.324	TBD	2023	HICAP	\$75,474.50
TOTAL:				\$150,949

- H. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$150,949
- I. **Total Amount of the Federal Award:** \$150,949
- J. **Federal Award Project Description:**
- For HICAP – State Health Insurance Assistance Program (SHIP)
- K. **Federal Awarding Agency:** U.S. Department of Health and Human Services, Administration for Community Living
- L. **Name of Pass Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging
- M. **Contact Information for the Awarding Official:** Ericka Danczak, Director (714) 480-6465, ericka.danczak@occr.ocgov.com
- N. **CFDA Number and Name:** #93.324 State Health Insurance Assistance Program (SHIP)
- O. **Whether Award is R&D:** No
- P. **Indirect Cost Rate for the Federal Award:** 10%