

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-407 A-1

SAP Number

4400017537

Department of Aging and Adult Services

| | |
|---|---------------------------------------|
| Department Contract Representative | Diane Ettari |
| Telephone Number | (909) 386-8313 |
| Contractor | Council on Aging- Southern California |
| Contractor Representative | Lisa Wright Jenkins |
| Telephone Number | (714) 479-0107 |
| Contract Term | July 1, 2021, through August 31, 2025 |
| Original Contract Amount | \$1,665,000 |
| Amendment Amount | \$ 635,000 |
| Total Contract Amount | \$2,300,000 |
| Cost Center | 5298001036-IO-3000067-GL-53003357 |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 21-407 as follows:

SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES

Add Paragraphs OO and PP to read as follows:

- OO. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of

Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

- PP. **Campaign Contribution Disclosure (SB 1439)** – Contractor has disclosed to the County using Attachment P – Campaign Contribution Disclosure (AB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary, or otherwise related business entity of contractor.

SECTION V. FISCAL PROVISIONS

Amend Section V., Paragraph A to read as follows:

- A. The maximum amount of cost reimbursement under this Contract shall not exceed a cumulative total of \$2,300,000 of which \$869,200 may be federally funded and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof, including travel and per diem. Overtime and holiday make-up time will not be permitted. Payments are subject to provisions in the Payments, Budgets, Closeout, and Audits (Attachment J).

SECTION VIII. TERM

Amend Section VIII. to read as follows:

This Contract is effective as of July 1, 2021, and has been extended from the original expiration date of October 31, 2024, to expire on August 31, 2025, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

ATTACHMENTS

Amend Attachment Section as follows:

ATTACHMENT A – SCOPE OF WORK

Remove **ATTACHMENT A** and Replace with **ATTACHMENT A-1**, attached, 3 pages.

ATTACHMENT P – CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

ATTACHMENT P, Campaign Contribution Disclosure (SB 1439), 3 pages.

All other terms and conditions of Contract No. 21-407 remain in full force and effect.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 11 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County



By *Deputy*
Deputy

Council on Aging – Southern California
(Print or type name of corporation, company, contractor, etc.)

DocuSigned by:
By ► *Lisa Wright Jenkins*
E7B244... (Authorized signature - sign in blue ink)

Name Lisa Wright Jenkins
(Print or type name of person signing contract)

Title CEO and President
(Print or Type)

Dated: 4/30/2024

Address 2 Executive Circle, Suite 175
Irvine, CA 92614

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
Jacqueline Carey Wilson
Jacqueline Carey Wilson, County Counsel
Date 4/30/2024

Reviewed for Contract Compliance
DocuSigned by:
Patty Steven
Patty Steven, Contracts Manager
Date 5/1/2024

DocuSigned by:
Glenda Jackson
Reviewed and approved by Department
986D21FE34B1453...
► Glenda Jackson, Assistant Director for Sharon Nevins, Director
Date 5/1/2024

SCOPE OF WORK - HICAP
HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
July 1, 2021 – August 31, 2025

Contractor Responsibilities

A. General Responsibilities

Contractor shall:

1. Ensure statutory provisions of the HICAP (W&I Code, Section 9541) are met and services provided in accordance with all applicable laws, regulations and the HICAP Program Manual as issued by CDA and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of this Contract, Informing the public of Medicare and long-term care planning issues.
2. Ensure all paid and volunteer staff are trained.
3. Ensure all paid and volunteer staff understand their duties as Elder Abuse Reporters and sign a certification of understanding of the Elder Abuse Reporting Act.
5. Ensure all HICAP volunteers and staff members in a position of trust are subject to a background and national-level criminal record check. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.
6. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [W&I Code § 9100(c)-(d); § 9541(b)(1)-(2)]
7. Provide timely notice to DAAS of any changes to the Program that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office changes and mailing address changes.
8. Submit the name of the HICAP Program Manager to DAAS within thirty (30) days of initial employment.
9. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, Long-Term Care Community Educators, designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
10. Ensure that the standard HICAP work week business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.
11. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days.
12. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual. [Welfare and Institutions Code (W&I Code) sections 9541 (f)(4)].

ATTACHMENT A-1

13. Assure that the Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints and, to refer HICAP clients to legal services.
14. Contractor shall provide legal referral services to clients in need of legal representation. Provider shall maintain a directory of legal services or a phone number for referral to the local bar for such purposes.
15. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics. [W&I Code § 9541(c)(1), (c)(4)-(6)]
16. 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. [W&I Code § 9541(e)].
17. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions and conferences, in order to maintain program knowledge, efficiency, and competency. [W&I Code § 541(f)(7)].
18. Ensure processes are in place to provide program evaluation and quality assurance, including, but not limited to, client satisfaction surveys and questionnaires.
19. Provide "alternate communication services" as indicated by the Cultural and Linguistic Assessment for the community to be served.
20. Alternate Communication Services include at a minimum:
 - a. Interpreters or bilingual staff
 - b. Contracts with interpretive services
 - c. Telephone interpreter line
 - d. Sharing language assistance materials with other providers
 - e. Translated written information (enrollment information, description of available services)
 - f. Referral to appropriate community services programs

B. Services to be Provided

Contractor shall:

1. Provide all HICAP program services for the period of July 1, 2021, through August 31, 2025.
2. In a satisfactory manner, as determined by DAAS, conduct, administer, and provide HICAP services to the Eligible Service Population. Provider shall perform all the following:
 - a. Provide counseling, information, and advocacy assistance about Medicare, supplemental health insurance, managed care or related health insurance plan issues and long-term care insurance.
 - 1) Services will be provided directly to individuals and through larger community education activities.
 - b. Develop and implement HICAP outreach strategies and campaigns to promote awareness of HICAP services.
 - c. Target additional outreach to underserved and hard-to-reach populations to raise awareness and utilization of HICAP services by these populations.

C. Reporting:

Contractor shall:

1. Maintain a program data collection and reporting system ensuring accuracy of data from the intake/assessment process.
 2. Verify data prior to submittal.
 3. Ensure program performance data is entered into the State HICAP Automated Reporting Program (SHARP) in accordance with requirements [W&I Code, Section 9541 c (8)]. Data entered must be timely, complete, accurate, and verifiable.
 4. Train and orient staff regarding program data collection and reporting requirements.
- D. Additional responsibilities:
1. No fees may be charged for services although contributions or donations may be received. Signs and literature about the HICAP services may indicate that donations are welcome and may suggest donation amounts. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as HICAP Program Income.
 2. Provider shall provide a system through which clients will have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services. The procedure must be in writing, be approved by DAAS, and made available to all recipients of services.
- E. Minimum Performance Measures – Benchmark Targets for Year 2024-2025. (Benchmarks subject to change annually):
- | | |
|---|-------|
| 1. Clients Counseled | 1,353 |
| 2. Public and Media Events (PAM) | 153 |
| 3. Total Contacts | 2,834 |
| 4. Estimated Persons Reached via PAM Events | 473 |
| 5. Contacts with Medicare Beneficiaries under age 65 | 174 |
| 6. Enrollment and Assistance Contacts | 2,348 |
| 7. Hard to Reach Low-Income, Rural and English Second Language Contacts | 1,538 |
- F. Community Focal Points
1. Per DAAS contract with CDA, Article II A (27), Attachment K identifies community focal points which provides Contractors with additional resources for their customers.



ATTACHMENT P Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the County's decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Council on Aging - Southern California

2. Is the entity listed in Question No. 1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No. 1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): _____

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Relationship |
|--------------|--------------|
| N/A | |
| | |

6. Name of agent of Contractor:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months) |
|--------------|----------|--|
| N/A | | |
| | | |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal and/or Agent(s): |
|--------------|-------------------|----------------------------|
| N/A | | |
| | | |

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
| None | |
| | |

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.