



Contract Number

SAP Number

Department of Aging and Adult Services

Department Contract Representative	Patty Steven, Contract Analyst
Telephone Number	909.388.0212
Contractor	Council on Aging – Southern California
Contractor Representative	Lisa Wright Jenkins
Telephone Number	714.479.0107
Contract Term	July 1, 2021 through October 31, 2024
Original Contract Amount	\$1,665,000
Amendment Amount	N/A
Total Contract Amount	\$1,665,000
Cost Center	5298001036-IO-3000067-GL-53003357

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino, hereafter referred to as “County”, desires to provide Health Insurance Counseling and Advocacy Program services; and

WHEREAS, County has been allocated funds by the Older Americans Act through the California Department of Aging to provide such services; and

WHEREAS, County finds Council on Aging – Southern California, hereafter referred to as “Contractor”, qualified to provide Health Insurance Counseling and Advocacy Program services; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. Area Agency on Aging (AAA) – In 1976, the State of California designated the County of San Bernardino as an Area Agency on Aging. As a result of this designation, DAAS receives funding from the California Department of Aging to administer the programs authorized by the Older Americans Act.
- B. California Code of Regulations (CCR) – The official compilation and publication of the regulations adopted, amended or repealed by state agencies.
- C. California Department of Aging (CDA) – Administers programs that serve older adults, adults with disabilities, family caregivers and residents in long-term care facilities throughout the state.
- D. California Department of Health Care Services (DHCS) – A department within the California Health and Human Services Agency that finances and administers a number of individual health care service deliver programs, including Medi-Cal, which provides health care services to low income individuals.
- E. California Welfare and Institutions Code (WIC) – Code that addresses a range of services relating to welfare, dependent children, mental health, handicapped, elderly, delinquency, foster care, Medi-Cal, food stamps, rehabilitation, and long-term care, just to name a few.
- F. Code of Federal Regulation (CFR) – The codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- G. Department of Aging and Adult Services (DAAS) – A County department that provides service to seniors and at risk adults to improve or maintain choice, independence, and quality of life. DAAS works to ensure seniors and adults with disabilities have the right to age in the least restrictive environment.
- H. Elderly – Any individual who is sixty (60) years of age or older, also “older individual”.
- I. Eligible Services Populations – Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility, and the public at large for HICAP community education services. (WIC Section 9541 (a) and (c) (2) and the public at large who are eligible to receive HICAP community education services (WIC Section 9541 (C)(1)(4)(5)(6)).
- J. Equipment – Tangible personal property with a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit.
- K. Financial Alignment (FA) – An initiative designed to provide Medicare-Medicaid enrollees with a better care experience and to better align the financial incentives of the Medicare and Medicaid programs.
- L. Health Insurance Counseling and Advocacy Program (HICAP) – 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 (WIC Section 9541).
- M. Human Services (HS) – The County of San Bernardino Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- N. Indirect Cost – Direct costs are costs readily identified with a particular final cost objective. After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefiting cost objectives. A cost may not be allocated to an award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a direct cost.

Examples of indirect costs may include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and

general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

- O. Matching Contributions – The value of third-party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the Contractor, subcontractor, or other local resources.
1. Cash – Cash other than program income contributed to the project from local or State funds. With the exception of Community Development Block Grants (CDBG), federal funds cannot be used as cash match. Costs borne by the Contractor and cash contribution from any and all third parties, e.g., company/private donations, vendor general fund, are considered cash matching funds.
 2. In-Kind – Contributions from third parties are considered in-kind matching funds. Examples of in-kind match include volunteered time and use of facilities to hold meetings or conduct project activities.
- P. Medical Improvements for Patient and Providers Act of 2008 (MIPPA) – A 2008 statute of United States Federal legislation, which amends the Social Security Act. This law contained the first revision to policy covering Medicare Part D.
- Q. Mello-Granlund Older Californians' Act – Provides comprehensive, coordinated community-based system of services to persons age 60 and older in order to enable them to maintain health personal dignity, and independence.
- R. Non-Matching Contributions – Local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
- S. Office of Management and Budget (OMB) – An office within the Executive Office of the President of the United States whose primary function is to produce the President's budget and measure the quality of agency programs, policies, and procedures to see if they comply with the president's policies.
- T. Older Individual – Anyone who is age 60 or older.
- U. Program Income – Revenue generated by the Contractor or subcontractor from contract-supported activities. Program income may include:
1. Voluntary contributions received from a participant or responsible party as a result of services.
 2. Income from usage or rental fee of real or personal property acquired with grant funds or funds provided under this Contract.
 3. Royalties received on patents and copyrights from contract-supported activities.
 4. Proceeds from sale of items fabricated under a contract.
- V. Request for Proposal (RFP) – The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.
- W. State – The State of California.
- X. State Health Insurance Assistance Program (SHIP) – 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. This term may be used interchangeably with HICAP.
- Y. United States Code (USC) – A consolidation and codification by subject matter of the general and permanent laws of the United States.

II. CONTRACTOR RESPONSIBILITIES

Contractor shall provide all services as outlined in Scope of Work-HICAP (Attachment A) and its corresponding Budget Summary-HICAP (Attachment B), Scope of Work MIPPA (Attachment C), and Scope of Work-FA (Attachment D).

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- C. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- D. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

- G. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DAAS through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph BB of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs X and Y of this Section III.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
 2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
 3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within

two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

- N. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- O. Contractor will ensure that staff are knowledgeable on the Department of Aging and Adult Services Complaint and Grievance Procedure (Attachment E) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- P. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- Q. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
1. Read, understand and comply with the Privacy and Security Requirements Summary.
 2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
 4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: HSPrivacySecurityOfficer@hss.sbcounty.gov.
- R. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.
- S. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this

Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

- T. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- U. To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code Section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).
- V. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- W. Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements: Under the terms of this Contract, as changes in the Elder and Dependent Adult Reporting Laws are enacted, the Contractor is bound to comply with the most current regulations.
1. Who Must Report: In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of the Contractor and its Subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the

commencement of their employment, acknowledging their reporting requirements and their compliance with them.

2. When to Report: Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
 - a. When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
 - b. When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
 3. To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
 - a. If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement;
 - b. If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement;
 - c. If the abuse occurred anywhere other than a long-term care facility or State mental hospital or State developmental center, the report shall be made to Adult Protective Services or local law enforcement.
 4. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
 - a. Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
 - b. Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, <http://www.cdss.ca.gov/Portals/9/FMUForms/Q-T/SOC341.pdf?ver=2018-11-15-132736-097>. The completed form must be submitted to the same agency to which the incident was reported by telephone.
- X. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or

volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

- Y. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

- Z. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- AA. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

- BB. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County

on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed

to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles

or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
- g. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

- CC. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

- DD. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- EE. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
 2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
 3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment F) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
 - a. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [USC 7-Section 3 of the Defense of Marriage Act]

- b. The Contractor and its Subcontractor Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
- 4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
 - a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
 - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
 - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
 - d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
 - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
 - f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
 - g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.
- FF. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- GG. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- HH. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).

- II. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

- JJ. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- KK. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- LL. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the Department of Aging and Adult Services Director or their designee, and shall include County approved branding.
- MM. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.
- Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.
- NN. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Monitor and evaluate the performance of the Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided based on the criteria as determined by the County.
- B. Provide consultation and technical assistance in monitoring the terms of the Contract.
- C. Compensate the Contractor for approved expenses in accordance with Section V of the Contract.

V. FISCAL PROVISIONS

A. The maximum amount of cost reimbursement under this Contract shall not exceed a cumulative total of \$1,665,000, of which \$666,000 indicate federal dollars 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).

B. REPORTS

1. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data, and information requested by DAAS pertaining to the Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control.

Contractor shall meet the following standards for the submission of required reports:

a) Financial Reporting – Accurate, current, and complete disclosure of the financial results of the program shall be made in accordance with the financial reporting requirements of this Contract. The following reports are to be submitted to DAAS when indicated:

1) Monthly invoices for HICAP, FA, and MIPPA as supplied by DAAS are due to DAAS Administration by the 10th working day of the month following the month of service to the address stated below:

DAAS Administration
Attention: Aging Fiscal
784 E. Hospitality Lane
San Bernardino, CA 92415-0640

2) Annually – The following reports are due on an annual basis no later than August 1:

- a. Financial Close-out Report (if requested by DAAS)
- b. Periodic Inventory Report
- c. Annual reports should be mailed to the following address:

DAAS Administration
Attention: Aging Fiscal
784 E. Hospitality Lane
San Bernardino, CA 92415-0640

3) Single Audit – If Contractor is a Single Audit entity as defined in this Contract, Contractor shall:

- a. Communicate the Catalog of Federal Domestic Assistance (CFDA) number to the independent auditor conducting the organization's Single Audit. The CFDA number for the IIIB Support Services is 93.044.
- b. Provide a copy of Contractor's Schedule of Expenditures of Federal Awards (SEFA) to DAAS on an annual basis.

b) Programmatic Reporting – Contractor will be required to provide program data and outcomes incorporating quantitative and qualitative data utilizing a report template

provided by DAAS. This is in addition to the reporting requirement in Section C of the Scope of Work.(Attachments A, C and D) Reports are due on a quarterly basis covering the service periods as follows:

- 1) July through September: Report due date is October 10
- 2) October through December: Report due date is January 10
- 3) January through March: Report due date is April 10
- 4) April through June: Report due date is July 10
- 5) Quarterly reports must be mailed to the following address:

DAAS Administration
Attention: Aging Fiscal
784 E. Hospitality Lane
San Bernardino, CA 92415-0640

- C. Under normal conditions, Contractor shall expect payment approximately sixty (60) days after submission of a correctly prepared invoice.
- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- H. Upon written demonstration of need by Contractor and at the option of County, up to 10% of funding may be advanced to Contractor by County upon approval of the Assistant County Executive Officer – Human Services. Any such advance will cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the contract term. No advance will increase the amount shown in Paragraph A of this Section. In the event of early termination, the Contractor shall pay the remaining balance due to the County within thirty (30) calendar days.
- I. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph A, of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14)

calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

Number: 93.324

Title: State Health Insurance Assistance Program –
Health Insurance Counseling and Advocacy Program
(HICAP)

- I. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers and Federal Award Identification Number (FAIN) in all County contracts that include Federal funds

or pass through of Federal funds. This information is required in order for the County to remain in compliance with 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	Council on Aging – Southern California, Inc.
DUNS	053284159
FAIN	90SAPG0094-01-00

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

VIII. TERM

This Contract is effective as of July 1, 2021 and expires October 31, 2024, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under Section V. Paragraph A, if funds are not available to the County, and under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.

- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Council on Aging – Southern California
2 Executive Circle, Suite 175
Irvine, CA 92614

County: County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

- B. In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
 - 1. This Contract;
 - 2. Attachments to this Contract, as indicated herein; and
 - 3. Price lists, SOWs, and other documents attached hereto or incorporated herein.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- D. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- E. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

- F. Equipment – All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) which has a single unit cost of five thousand dollars (\$5,000) or more, including tax, with the exclusion of all computing devices, regardless of cost (including, but not limited to: workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including, but not limited to: thumb/flash drives and portable hard drives) purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of the County, unless otherwise required by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County when the Contract is terminated. Additional terms are as follows:
1. The purchase of any furniture or equipment, which exceeds a single unit cost of five thousand dollars (\$5,000) and/or was not included in Contractor's approved budget, shall require the prior written approval of County, and shall fulfill the provisions of this Contract, which are appropriate and directly related to Contractor's services or activities under the terms of the Contract. County may refuse reimbursement for any cost resulting from such items purchased, which are incurred by Contractor, if prior written approval has not been obtained from County.
 2. Before equipment purchases made by Contractor are reimbursed by County, Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Contract.
 3. Contractor shall submit an inventory of equipment purchased under the terms of this Contract as part of the monthly activity report for the month in which the equipment is purchased.
 4. At the termination of this Contract, Contractor shall provide a final inventory to County and shall at that time query County as to requirements, including the manner and method in returning said equipment to County. Final disposition of such equipment shall be in accordance with instructions from County.
- G. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- H. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- I. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work

under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.

- J. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- K. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- L. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- M. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- N. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- O. The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- P. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.
- Q. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- R. Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event

commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

- S. The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
1. Such governmental body does not have and will not have in force any other contract for like purchases.
 2. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

XI. CONCLUSION

- A. This Contract, consisting of 25 pages and Attachments A through O, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. 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.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

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

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

By _____
Deputy

Council on Aging – Southern California

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

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

Title CSO and President
(Print or Type)

Dated: _____

Address 2 Executive Circle, Suite 175
Irvine, CA 92614

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Jacqueline Carey-Wilson, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____
Jennifer Mulhall-Daudel, HS Contracts Manager

Date _____

Reviewed/Approved by Department

► _____
Sharon Nevins, Director

Date _____

SCOPE OF WORK - HICAP
HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
FY 2021 – 2024

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 understands their duties as Elder Abuse Reporters and signs 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)].

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 October 31, 2024.
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 Per Year 2021-2024. (Benchmarks subject to change annually):
- | | |
|---|-------|
| 1. Clients Counseled | 2,292 |
| 2. Public and Media Events (PAM) | 220 |
| 3. Total Contacts | 4,448 |
| 4. Estimated Persons Reached via PAM Events | 5,403 |
| 5. Contacts with Medicare Beneficiaries under age 65 | 1,093 |
| 6. Enrollment and Assistance Contacts | 5,212 |
| 7. Hard to Reach Low-Income, Rural and English Second Language Contacts | 3,111 |
- 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 B: Service Provider Budget Detail
San Bernardino County

Fiscal Year 2021-22	July 1, 2021 to June 30, 2022	Original:	X
Contractor:	Council on Aging-Southern California	Revision:	
Program and Service:	HICAP	OTO:	
Vendor #:	PSA 20	Date:	05/20/2021

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
11	Federal & State	HICAP	374,546	
12	Federal & State OTO			
13	Other Award (IFS *)			
14	Other Award (IFS *)			
15	Other Award (IFS *)			
16	Total RCOoA Award Amounts		374,546	OK
17	Program Income (May not be used for match):			
18	Donations from Program Participants			
19	Other Program Income (IFS *)			
20	Other Program Income (IFS *)			
21	Total Program Income (May not be used for match)		0	OK
22	Match Cash (From non-Federal sources):			
23	Donations NOT from Program Participants			
24	Fundraising Events			
25	Proceeds from Sale of Property / Equipment			
26	Service Fees Income (Non-SBOoA units)			
27	Other Match Cash (IFS *)			
28	Total Match Cash		0	OK
29	Match Third-Party In-Kind:			
30	Volunteer Services			
31	Donated Materials / Space			
32	Other Match Third-Party In-Kind (IFS *)			
33	Other Match Third-Party In-Kind (IFS *)			
34	Total Match Third-Party In-Kind		0	OK
36	Total Program Resources		374,546	OK

Attachment B: Service Provider Budget Detail

Contractor Budget: Program Costs

Fiscal Year 2021-22

July 1, 2021 to June 30, 2022

Original:

X

Revision:

OTO:

Contractor:

Council on Aging-Southern California

Program and Service:

HICAP

Vendor #:

PSA 20

Date:

5/20/2021

	Budget Line Items	Total Cost	Program Inc	Cash Match	In-Kind Match	Total SBOoA
	Paid Personnel					
11	Total Salaries / Wages	211,637.76				211,637.76
12	Payroll Taxes	16,190.00				16,190.00
13	Workers' Compensation	2,416.24				2,416.24
14	Other Benefits	26,727.00				26,727.00
15	Total Paid Personnel	256,971.00	-	-		256,971.00
16	Third-Party In-Kind Personnel	-				-
17	Total Personnel	256,971.00	-	-	-	256,971.00
18	Travel & Training *	8,000.00				8,000.00
19	Equipment					
20	Expendable Equipment (unit cost of < \$500)					-
21	Non-Expendable Equipment (unit cost ≥ \$500)					-
22	Total Equipment	-	-	-	-	-
23	Catered Food					-
24	Raw Food					-
25	Consultants *	1,100.00				1,100.00
26	Other Direct Expenses					
27	Building Rent and Utilities					
28	Lease / Rent *	31,200.00				31,200.00
29	Tel/Com /Internet *	8,500.00				8,500.00
30	Office Expense (Supplies/Postage) *	15,275.00				15,275.00
31	Vehicle Operations and Maintenance *	500.00				500.00
32	Outside Services *	4,500.00				4,500.00
33	Advertising *	35,000.00				35,000.00
34	Audit * **	3,500.00				3,500.00
35	Insurance *	3,000.00				3,000.00
36	Printing *	6,000.00				6,000.00
37	Volunteer training & support *	1,000.00				1,000.00
38						
39	Total Other Direct Expenses	108,475.00	-	-	-	108,475.00
40	Indirect Costs (Maximum 9% of Total) *					-
41	Total Program Costs	374,546.00	-	-	-	374,546.00

OK

OK

OK

OK

OK

* Requires explanation

** Cannot include audit cost unless \$500,000 in Federal Awards is expended annually

Attachment B: Service Provider Budget Detail

Fiscal Year 2021-22	July 1, 2021 to June 30, 2022	Original:	<input checked="" type="checkbox"/>
Contractor:	Council on Aging-Southern California	Revision:	
Program and Service:	HICAP	OTO:	
Vendor #:	PSA 20	Date:	05/20/2021

Budget Line Items	Line #	Total SBOoA	Explanation
Travel & Training *	18	8,000	Mileage and Training
Consultants *	25	1,100	Professional fees
Lease / Rent *	28	31,200	Rent an leased equipment
Advertising *	33	35,000	Advertising expenses
Office Expense / Program Supplies*	30	13,775	Various office supplies/program expense/staff development/Dues
Vehicle Operations and Maintenance *	31	500	Auto Expenses
Outside Services *	32	4,500	IT Support
Tel/Comm/Internet *	29	8,500	Telephone/Communication /Internet
Audit * **	34	3,500	Audit/Accounting fees
Postage *	30	1,500	Postage
Insurance *	35	3,000	Professional Insurance
Printing*	36	6,000	Printing materials for the program
Volunteer Recognition & Support *	37	1,000	Volunteer Training & Support

Attachment B: Service Provider Budget Detail

Fiscal Year 2021-22 July 1, 2021 to June 30, 2022

Contractor: Council on Aging-Southern California

Program and Service: HICAP

Vendor #: PSA 20

Original: ☒

Revision: ☐

OTO: ☐

Date: 05/20/2021

PAID PERSONNEL BY POSITION - SECTION A							
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes	
1	Program Manager (1.0)	40.00	29.00	38	43,523.20	Lara Dimitri	
2	Community Education/Outreach Coordinator (0.25 FTE Volunteer Coordinator Duties)	19.20	18.11	46	16,030.58	Gomez Christine	
3	Staff Counselor-Low Income	19.20	17.00	46	15,014.40	Carrillo Jeanette	
4	Staff Counselor	14.40	17.00	46	11,260.80	Burgos Yolonda	
5	Community Education/Outreach Coordinator	19.20	21.62	46	19,094.78	De Moraes Renato	
6	Community Education/Outreach Specialist	16.80	17.00	42	11,995.20	Treggs Linda	
7	Community Education/Outreach Specialist	14.40	17.00	42	10,281.60	TBD	
8	Operations Coordinator(0.25 FTE Volunteer Coordinator Duties)	19.20	21.00	46	18,547.20	TBD	
9	Volunteer Coordinator (0.5 FTE Volunteer Coordinator Duties)	20.00	24.00	46	22,080.00	TBD	
10							
11							
12							
	Total Salaries / Wages: Section A				167,827.76		
	Total Salaries / Wages: Section B				43,810.00	See detail in Section B	
	Total Salaries / Wages: Section C				0.00	See detail in Section C	
	TOTAL SALARIES / WAGES				211,637.76		
	Total Payroll Taxes				16,190.00		
	Total Workers' Compensation				2,416.24		
	Total Other Benefits				26,727.00		
	TOTAL EMPLOYEE BENEFITS				45,333.24		
	TOTAL PAID PERSONNEL				256,971.00		

PAID PERSONNEL BY POSITION - SECTION C							
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes	
22					0.00		
23					0.00		
24					0.00		
	Total Salaries / Wages: Section C				0.00		

Attachment B: Service Provider Budget Detail

Fiscal Year 2021-22

July 1, 2021 to June 30, 2022

Original: ☒Revision: ☐OTO: ☐

Contractor:

Council on Aging-Southern California

Date: 05/20/2021

Program and Service:

PSA 20

Vendor #:

PSA 20

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A

#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1					0	
2					0	
3					0	
4					0	
5					0	
6					0	
7					0	
8					0	
9					0	
10					0	
	Third-Party In-Kind Personnel: Section A				0	
	Third-Party In-Kind Personnel: Section B				0	See detail in Section B
	Third-Party In-Kind Personnel: Section C				0	See detail in Section C
	TOTAL THIRD-PARTY IN-KIND PERSONNEL				0	

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B

#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
11				13	0	
12				13	0	
13				13	0	
14				13	0	
15				13	0	
16				13	0	
	Third-Party In-Kind Personnel: Section B				0	

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION C

#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
17				13	0	
18				13	0	
19				13	0	
20				13	0	
21				13	0	
22				13	0	
	Third-Party In-Kind Personnel: Section C				0	

SCOPE OF WORK – MIPPA

FY 2021 - 2024

MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT

ARTICLE I. DEFINITIONS

- A. Contractor means the MIPPA provider awarded funds under this Contract: which is accountable to the Department of Aging and Adult Services (DAAS) for use of these funds and is responsible for executing its provisions.
- B. County means the County of San Bernardino Department of Aging and Adult Services.
- C. Aging and Disability Resource Connection (ADRC) means a program that helps older individuals with disabilities make informed decisions about their service and support options, and serves as a single point of entry to the long-term care system. Outside California, these programs are called Aging and Disability Resource centers. The terms are used interchangeably in this Contract. ADRCs were established through a collaborative effort of the U.S. Administration for Community Living (ACL) and the Centers for Medicare & Medicaid Services.
- D. Eligible Service Population means individuals defined as Medicare eligible beneficiaries likely to be qualified for Medicare Part D, the Low-income Subsidy (LIS) Prescription Drug Program, and/or the Medicare Savings Programs (MSP), including individuals in rural areas.
- E. Enhanced Outreach means outreach activities that include, but are not limited to, disease prevention and promoting wellness and are above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assurance Programs (SHIP funds or Older Americans ACT (OAA) outreach funds), including individuals in rural areas.
- F. Enrollment Assistance means one-on-one assistance to beneficiaries completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.
- G. Enrollment Assistance Centers means locations equipped and designated for Medicare Part D, LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.
- H. Indirect Costs means costs incurred for a common or joint purposes benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
- I. Low-Income Subsidy (LIS) means financial assistance with Part D premiums and cost sharing for low-income Medicare Beneficiaries.
- J. Medicare Improvements for Patients and Providers Act (MIPPA) of 2008 means legislation that amended Titles XVIII and XIX of the Social Security Act to extend expiring provisions under the Medicare program, to improve beneficiary access to preventive and mental health services, to enhance low-income benefit programs, and to maintain access to care in rural areas, including pharmacy access.
- K. Medicare Prescription Drug Improvement and Modernization Act of 2003 (also known as the “Medicare Modernization Act” or “MMA”) means legislation that imposed the most sweeping changes to the Medicare program since its inception, including the addition of a prescription drug benefit through a new Medicare Part D.
- L. Medicare Savings Programs (MSP) means three programs that serve Medicare beneficiaries who do not qualify for Medi-Cal: Qualified Medicare Beneficiaries (QMB), Specified Low-Income Beneficiaries (SLMB), and Qualified Individuals (QI). Beneficiaries enrolled in one of these

Medicare Savings Programs automatically receive LIS.

- M. Program Income means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
 - a. Voluntary contributions received from a participant or responsible party as a result of the service(s).
 - b. Income from usage or rental fees of real or personal property acquired with funds provided under this Contract.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of items fabricated under a contract.

- N. Rural means all territory, population and housing units not classified as urban. Rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

- O. State and Department means the State of California and the California Department of Aging (CDA) interchangeably.

- P. State Health Insurance Assistance Program (SHIP) means a national program supported by the federal Administration for Community Living that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to the 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 Health Insurance Counseling and Advocacy Program (HICAP).

- Q. Subcontract and/or vendor Contract means a subcontract and/or vendor Contract supported by funds from this Contract.

- R. Urban means all territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consist of a large central place and adjacent densely settled census blocks that together have a total population of 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

ARTICLE II SCOPE OF WORK

A. General Provisions

- 1. The Scope of Work shall be performed by the Contractor.

- 2. All MIPPA contract and subcontract activities must be over and above those related activities provided through other funding sources (e.g. OAA funding and the basic federal SHIP funds), and the must meet performance benchmark of providing service to eligible individuals residing in rural areas, and individuals in other areas who may be eligible for Part D, LIS, or MSP, as specified by CDA.

B. Contractor Responsibilities

The Contractor, directly through the coordination and collaboration with subcontractors, local aging network resources, and community partners shall:

- 1. Provide enhanced outreach, education, and enrollment assistance to eligible Medicare beneficiaries regarding LIS, MSP, and Medicare preventive services.

2. Develop, update, and implement the CDA approved local MIPPA work plan, which is hereby incorporated by reference. The work plan delineates how the Contractor will coordinate their efforts and resources to achieve the performance objectives identified by CDA. The MIPPA work plan must be submitted to and approved by CDA before payments can be made to the Contractor. Updates to the MIPPA work plan will be required if substantial changes are proposed by the Contractor during the contract period.
3. Maintain and distribute up-to-date CDA requirements so that all responsible persons have access to standards, policies, and procedures.
4. Monitor, on an ongoing basis, all use of MIPPA funds to provide reasonable assurance that the MIPPA funds are administered in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved [Office of Management and Budget (OMB), Circular A-133.400(d)(3)].
5. Request support and technical assistance from the County for direction, guidance, and interpretation of instructions.
6. Submit narrative reports to CDA as required by CDA.

C. Other Provisions and Assumptions

1. Before payments can be made to the Contractor, the Contractor will submit to the County a MIPPA Project Plan that clearly distinguishes the activities that will be performed by the HICAP Agency.
2. The plan will also explain how the HICAP Agency will coordinate with the County to meet the data reporting requirements as specified by CDA and to evaluate progress in meeting the contract performance benchmarks identified by CDA.
3. Updates to the MIPPA Project Plan will only be required if substantial changes are proposed by the Contractor.
4. The Contractor, shall ensure:
 - a. Services are provided to the Eligible Service Population.
 - b. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, and services as provided in 45 Code of Federal Regulations (CFR), Part 74, and 45 CFR, Part 92, "Procurement Standards.
 - c. Compliance with all standards and regulations.

D. Performance Benchmarks

CDA has established aggregate benchmarks to be achieved by each AAA for their Planning and Service Area (PSA). The Contractor shall attain the established benchmarks through collaboration with the County.

E. Data Reporting and Collection

1. The Contractor is required to collect and report data as required to DAAS and CDA for MIPPA.
2. The Contractor shall ensure that all performance data reports submitted use CDA-approved reporting procedures and timelines and are timely, complete, accurate, and verifiable.
3. MIPPA data reports will include aggregate data from the reporting HICAP entity.
4. The Contractor shall report work completed under the Contract using the Statewide HICAP Automated Reporting Program (SHARP). This data will also be included in the

Contractor's aggregate reports. Please send a copy of report submitted using SHARP via email to the Program Analyst.

5. The County reserves the right to modify performance reporting terms and conditions to ensure compliance with state and federal government guidelines and requirements.
6. The Contractor shall ensure that all records containing confidential client information shall be handled in a confidential manner and in accordance with the requirements for monitoring, audits, and confidentiality.
7. The Contractor will meet measurable performance goals. The Contractor must submit data that includes, but is not limited to:
 - a. The number of LIS applications submitted.
 - b. The number of MSP assistance sessions completed.
 - c. The number of enrollment events conducted during the project period and the number of estimated attendees.
 - d. The number of LIS/MSP outreach events conducted during the project period, including the number conducted in rural areas, and the number of estimated attendees.
 - e. The number and type of prevention and wellness outreach events conducted, and the number of individuals reached at those events.
 - f. The number of training and technical assistance sessions held for HICAP programs on outreach, screening, enrollment, and follow-up strategies, where the sessions were held, and the number of individuals who participated in these sessions.

SCOPE OF WORK

FINANCIAL ALIGNMENT

FY 2021 - 2024

I. DEFINITIONS

- A. **Accomplishments** mean tasks that were accomplished during this reporting period.
- B. **Cal MediConnect** (formerly the Dual Eligible Demonstration Project) means a demonstration program that coordinates health care services for people with Medicare and Medi-Cal through an integrated system of health care delivery, including medical, behavioral, and long-term support. Cal MediConnect is authorized by Section 1115A of the Social Security Act (added by Section 3021 of the Patient Protection and Affordable Care Act, PL 111-148), and it is a key element of California's Coordinated Care Initiative (CCI). The CCI was authorized pursuant to SB 1008 (Chapter 33, Statutes of 2012) and SB 1036 (Chapter 45, Statutes of 2012), and reauthorized in the 2017-18 California Budget.
- C. **Centers for Medicare & Medicaid Services (CMS)**, means the federal Medicare/Medicaid Agency.
- D. **Contractor** means the HICAP provider awarded funds under this Contract and which is accountable to DAAS and the State and/or federal government for use of these funds and is responsible for executing its provisions and services.
- E. **Dual Eligible Beneficiaries** means individuals 21 years of age or older who are enrolled for benefits under Medicare Part A (42 U.S. C. Sec. 1395c et seq.) or Medicare Part B (42 U.S. C. Sec. 1395j et seq.), or both and is eligible for medical assistance under the Medi-Cal State Plan.
- F. **Eligible Service Population** means dual eligible beneficiaries eligible for enrolled in, or targeted for enrollment into a Cal MediConnect Health Plan or beneficiaries designated representative.
- G. **Enhanced Outreach** means outreach activities above and beyond routine activities planned in response to other funding (e.g., State Health Insurance Assistance Program (SHIP) Funds), and Medicare Improvements for Patients and Providers Act (MIPPA) Funds), tailored to the specific needs of dual eligible beneficiaries eligible for, enrolled in, or targeted for enrollment into a Cal MediConnect Health Plan.
- H. **Enrollment Brokers** means third-party entities that enroll beneficiaries into Cal MediConnect plans chosen by the beneficiary.
- I. **Financial Alignment Model** means the model the State is using to enroll dual eligible beneficiaries in managed care plans that integrate benefits and align financial incentives between Medicare and Medi-Cal.
- J. **Health Insurance Counseling and Advocacy Program (HICAP)** is 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. (Welfare and Institutions Code (W&I), Section 9541.)
- K. **Indirect Costs** means costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved.
- L. **Milestones** mean high-level goals that define the phases of this project.
- M. **One-on-one Counseling** means the provision of local counseling and informational resources that enable dual eligible beneficiaries to make informed decisions about options they have for receiving

their Medicare and Medi-Cal benefits that best meet their health and Long Term Services and Support (LTSS) needs.

- M. **Program Income** means revenue generated by the Contractor or Subcontractor from contract-supported activities. Program income includes:
1. Voluntary contributions received from a participant or responsible party as a result of the service(s).
 2. Income from usage or rental fees of real property acquired with funds provided under this Contract.
 3. Royalties received on patents and copyrights from contract-supported activities.
 4. Proceeds from the sale of items fabricated under this Contract.
- N. **State Health Insurance Assistance Program (SHIP)** is a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a statewide basis. (W&I Code section 9541). In California, SHIP is the same program as the HICAP. This term may be used interchangeably with HICAP.
- O. **State HICAP Automated Report Program (SHARP)** means the State's proprietary database for reporting HICAP data to the Centers for Medicare and Medicaid Services (CMS).
- P. **Social Security Act Section 1115A** means the section added by Section 3021 of the Patient Protection and Affordable Care-Act (PPACA) (P.L. 111-148) that authorizes the CMS Innovation Center to test innovative payment and service delivery models to reduce program expenditures under Medicare, Medicaid, and the Children's Health Insurance Program while preserving or enhancing quality of life.
- Q. **State and Department** mean the State of California and the California Department of Aging (CDA) interchangeably.
- R. **Subcontractor or Vendor** means the legal entity that receives funds from the Contractor to provide direct services identified in the Contract. Subcontract and/or Vendor Contract means a subcontract and/or vendor Contract supported by funds from this Contract.

II. SCOPE OF WORK

- A. General Provisions
1. The Scope of Work shall be performed by the Contractor.
 2. All contract and subcontract activities must be over and above those related activities provided through other funding sources (e.g., basic federal SHIP and MIPPA funds) and must meet CDA and CMS performance requirements.
- B. Contractor if providing HICAP directly or through a subcontract shall:
1. Ensure statutory requirements of HICAP [Welf. & Inst. Code §9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Contract, the HICAP Program Manual, and any other subsequent California Department of Aging (CDA) Program Memos (PM), provider bulletins or similar instructions issued by federal or State agencies during the term of this Contract.
 2. Ensure that the Eligible Service Population is provided with services in a manner that:
 - Is fair, objective, timely, complete and impartial;
 - Empowers consumers to make informed decisions about selecting plans that best meet their health and LTSS needs, and continues to meet their needs;
 - Refers consumers and their families to other resources as needed;

- Culturally and linguistically appropriate; and
 - Complies with accessibility and non-discrimination laws and regulations as they apply to Project activities (including the Americans with Disabilities Act, section 504 and 510 of the Rehabilitation Act of 1973, and section 1557 of the Affordable Care Act).
3. Ensure that the Eligible Service Population is provided with enhanced outreach activities, materials, and options counseling regarding Cal MediConnect and alternatives. Outreach materials and counseling activities should be health literate, culturally/linguistically appropriate, and specific to the needs of the Eligible Service Population regarding Cal MediConnect benefits and options.
 4. Ensure that individuals in the Eligible Service Population have access to information and counseling to empower them to make informed decisions about selecting plans that best meet their health and LTSS needs. This information and counseling shall be fair, objective, timely, accurate, complete and impartial. It shall include, but not be limited to, all available health coverage options, implementation activities and timelines, appeal rights, and options for participating in the program.
 5. Ensure the provision of enhanced outreach activities and materials to partners, beneficiary caregivers, providers, and other aging network and disability partners (e.g., Information and Assistance, Aging, Disability Resource Centers (ADRC), county Medi-Cal offices, county Independent Living Centers, the Cal MediConnect Ombusman and other not-for-profit agencies) regarding Cal MediConnect and the availability of HICAP one-on-one counseling for the Eligible Service Population, and refer beneficiaries to other resources as needed.
 6. Ensure outreach and one-on-one counseling activities are enhanced to reach Dual Eligible sub-populations, such as beneficiaries with Limited English Proficiency, intellectual and developmental disabilities, severe and persistent mental illness, those with behavioral and cognitive disabilities, and other demonstration sub-populations.
 7. Provide a detailed work plan to DAAS outlining performance goals, measurable outcomes, major objectives, key tasks, and time frames (start and end dates). Work plans must also ensure coordination with the State's enrollment brokers and vendor(s) and appeals mechanisms associated with the Financial Alignment model. DAAS will forward to the CDA HICAP Team.
 8. Ensure adequate staffing to cover all contract requirements and timelines.
 9. Ensure that all persons affiliated with the program and who provide counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with law, regulation, and the HICAP Program Manual, which is incorporated by reference.
 10. Ensure that a customer satisfaction process and a related corrective action plan are implemented.
 11. Prepare and submit the budget to the DAAS Fiscal Team. Submit Semi-Annual and Final narrative reports as specified by CDA.
 12. Ensure that all responsible persons have access to up-to-date materials, standards, policies, and procedures relevant to Cal MediConnect.
 13. Provide timely notice to DAAS of any changes to the program or changes in the status of the Contractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to: personnel changes, program or project phone number changes, headquarters office address changes, and mailing address changes. DAAS will forward this information to the CDA HICAP team.
 14. Ensure that all records containing confidential client information shall be handled in a confidential manner and in accordance with the requirements for monitoring, audits, and confidentiality.
 15. Collect, verify, approve, and report all required data to CDA using the State HICAP Automated

Reporting System (SHARP).

16. CDA has established Financial Alignment performance measures to be used in assessing progress for meeting target penetration counts for the eligible service population. The Contractor shall use the progress towards the Financial Alignment performance measures to evaluate efforts to reach the eligible service population, and for reference in completing Semi-Annual, Final and Ad hoc reports.

C. Other Provisions and Assumptions

The Contractor shall:

1. Ensure services are provided to the Eligible Service Population.
2. Comply with all applicable standards and guidelines for procurement of supplies, equipment, and services as provided in 45 CFR, Part 74, and 45 CFR, Part 92, "Procurement Standards."
3. Ensure that project staff and volunteers neither engage in the solicitation of insurance nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted during this Project. All project staff and volunteers shall provide FA educational services in a manner that is objective and impartial and shall provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.
4. Ensure that the project, project staff, and project volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that project staff and volunteers do not accept money or gifts from any client in exchange for services.
5. Take all reasonable and necessary measures to ensure that advisors, employees, and volunteers associated with the operation of FA agree to act in a manner that prevents the appearance of impropriety or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall ensure that advisors and governing board members shall be recused from the affairs of the Project in cases of existing employment or compensation from the health insurance or managed health care industries.

D. Data Reporting and Collection

The Contractor shall:

1. Have written reporting procedures that ensure that all performance data reports submitted are timely, complete, accurate and verifiable, using CDA approved reporting procedures and timelines.
2. Ensure that program performance data is entered into the State HICAP Automated Reporting Program (SHARP).
3. Review and approve program performance data entered into SHARP.
4. Provide the following reports in accordance with the report schedule outlined below:
 - a. Quarterly Data Element Reports: Contractors are required to track and enter required data elements (see section 5 below) on a quarterly basis using SHARP. The quarterly reports are due 4/15, 7/15, 10/15, and 1/15.
 - b. Mid-Term Progress Reports: A narrative mid-term progress report is due halfway through each project year.
 - c. Year End Reports: A narrative year-end progress report covering a 12-month reporting period is due after the end of each project year.

- d. Final Report: A final report is required at the end of the three-year project period.
5. Provide the following minimum required data elements for quarterly reporting in SHARP:
 - a. Number of HICAP counselors serving dual eligible beneficiaries by zip code and county.
 - b. Number of HICAP counselors trained on the financial alignment demonstration by zip and county.
 - c. Number of referrals to the HICAP from:
 - Medi-Cal office
 - Enrollment brokers
 - 1-800-MEDICARE
 - CMS Federal Coordinated Health Care Office (FCHCO)
 - Other
 - d. Number of types of topics discussed or services provided to beneficiaries:
 - Enrollment broker assistance letters received from Medi-Cal office managed care options
 - Enrollment assistance
 - Other Medicare issues
 - Publications and other materials
 - e. Number and type of referrals:
 - Referred to other service(s)/organizations
 - Referred to enrollment broker
 - Referred to the appeals process
 - f. Number of beneficiaries that elected to opt-out.
 - g. Number of beneficiaries who remained in assigned managed care plan.
6. Provide the following information in all narrative reports (mid-term, annual, final):
 - Program name
 - Program leader name
 - Reporting period
 - Budget status - include amounts for planned expenditure, actual expenditure, and deficit/surplus
 - Work plan chart/timeline status
 - Project description - short summary
 - Milestones - record milestones that have been reached at this point in the project
 - Accomplishments
 - Goals projected to be completed during the next reporting period

- Issues that must be addressed for the project to be successful
7. DAAS, with direction from CDA, reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.

III. FINANCIAL ALIGNMENT CONTRACT SPECIFIC TERMS AND CONDITIONS

- A. This Contract is issued under the authority of the Section 1115A of the Social Security Act (added by Section 3021 of the Patient Protection and Affordable Care Act, PL 111-148). By receiving funds under this Contract, the Contractor agrees that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Contract.
- B. Trafficking Victims Protection Act of 2000
 1. This Contract is subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 2. Sub-recipients' under this award and sub-recipients' employees shall not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or sub-awards under the award.
 3. Violation of this Act by the Contractor and subcontractor may result in termination of this award.

IV. BILINGUAL AND LINGUISTIC PROGRAM SERVICES [GC 11135-11139.51 [Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340-98370]

- A. Provision of Services
 1. The Contractor shall take reasonable steps, based upon the linguistic needs of the service area to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Contract. [Title 22 CCR 98211]
 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
 3. The Contractor shall notify its employees of clients' rights regarding language access and the

Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [Title 22 CCR 98324]

4. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [Title 22 CCR 98370]

B. Compliance Monitoring

The Contractor shall:

1. Develop and implement policies and procedures for assessing and monitoring the performance of individuals. [Title 22 CCR communication services to non-English and LEP Provider]
2. Monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [Title 22 CCR 98310]
3. Permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [Title 22 CCR 98314]

CLIENT COMPLAINT AND GRIEVANCE PROCEDURE**Older Americans Act Programs**

Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly and to facilitate the resolution of grievances informally at the lowest level possible. Recipients of services provided by the Older Americans Act programs or persons authorized to act on their behalf can file a complaint against contractors, volunteers, and employees of programs administered by the local Area Agency on Aging (San Bernardino County Department of Aging and Adult Services – DAAS).

Reference: Title 22, Article 5. Grievance Process

Note: You have a right to confidentiality and your right to privacy will be respected to the extent possible. Only information relevant to your complaint will be released to the responding party unless you consent otherwise.

Complaints

May involve, but are not limited to, any or all of the following:

- Amount or duration of a service.
- Denial or discontinuance of a service
- Dissatisfaction with the service provided or with the service provider.
- If your complaint involves an issue of professional conduct that is under the jurisdiction of another entity, you will be referred to the appropriate organization to pursue your complaint.
- Failure of the service provider to comply with any of the requirements in the contract or regulations.
- If you believe you have been discriminated against or that there has been a violation of any laws or regulations.

Instructions

Complete the attached form and provide the requested information:

- Name, mailing address, and telephone number of complainant or person authorized to act on behalf of the complainant.
- Date and time of occurrence and names of individuals involved.
- Name of Service Provider, and type of service involved.
- Description of the grievance. Be as specific as possible.
- Names of witnesses and contact information, if any.
- If applicable, cite the alleged violation of regulation, law or policy.
- Requested remedy or resolution.
- Signature

First Level of Grievance

The service provider (Contractor) is the first administrative level of resolution for complaints from recipients of services or persons authorized to act on their behalf. If the service is provided without a contractor and directly by DAAS, the complaint will be investigated and responded to by DAAS Administration at this level.

Time Frame

- Within one (1) week of alleged violation complete the grievance form and notify the contract provider.
- If possible, discuss issue with contract provider and make a good faith effort to resolve. Contractor will issue a written response no later than ten (10) business days after receipt of grievance or from date of discussion.
- If resolved at this level no further action is required. If your complaint is not resolved, you may appeal the decision of the provider to the Second Level.

Second Level Grievance

The provisions of this section shall apply to both of the following:

- When the AAA (DAAS) is the service provider and the subject of the complaint.
- When the complaint from older individuals or persons authorized to act on their behalf are dissatisfied with the contractor's response at the first level of review.

Time Frame

If the contract provider at the first level of the grievance procedure does not resolve your complaint, you may appeal their decision to the second level of review within fifteen (15) business days of their written decision.

Note the following:

- All Complaints must be in writing and contain the information referenced in the "First Level of Grievance."
- If a complainant cannot submit a written complaint at this level, the complainant may request DAAS to verbally accept the complaint or assistance in writing out the complaint.
- If DAAS writes out the complaint, the complainant must review and sign the written complaint.

Complaints maybe hand delivered or mailed to the following address:

Department of Aging and Adult Services (DAAS)
Attention: APS Program Deputy Director
784 East Hospitality Lane
San Bernardino, CA 92408-3501

Or fax to: 909-891-3940

Second Level Grievance Processing:

- A good faith effort will be made to resolve the complaint.
- The Deputy Director or designee will conduct an impartial investigation of the written complaint.
- A written response will be prepared and issued no later than fifteen (15) business days after receipt of the complaint.
- The written response will address the merits of the complaint and will either resolve the issues at dispute, or deny the complaint with an explanation.
- If the complainant is not satisfied with the decision at this level, they may exercise their right to request an administrative hearing pursuant to Section 7406 of Title 22.

Final Grievance Resolution

- Any complainant dissatisfied with the results of the review conducted at the second level grievance step may appeal the decision within thirty (30) days from the receipt of their written report and request a hearing to present his/her complaint orally before an impartial hearing officer/panel.
- The request for a hearing can be made either orally or in writing to the Director of San Bernardino County, Department of Aging and Adult Services.
- No later than forty-five (45) days from the receipt of the hearing request, a hearing will be scheduled.
- The complainant will be notified of the following:
 - The date, time, and location of the hearing.
 - The complainant's and other party's right to be present at the hearing and/or to have another person act on their behalf, including the right to have legal counsel present.

Hearing Procedure

- An impartial hearing officer or panel will chair manage the hearing.
- All persons testifying at the hearing will be placed under oath or affirmation
- The hearing will be informal with testimony being restricted to the issues requiring resolution.
- Technical rules of evidence and procedure will not apply at the hearing.
- During the hearing all parties will have the right to:
 - Present evidence and witnesses;
 - Examine witnesses and other sources of relevant information and evidence;
 - Be recorded verbatim, either electronically or stenographically.

Conclusion of the Hearing

- No later than thirty (30) days after the date of the hearing was held, the hearing officer/panel will prepare a proposed decision based upon all relevant evidence presented and will consider applicable policies, procedures, regulations, and laws governing the program in reaching a decision.
- The proposed decision will include the following:
 - A description of each issue.
 - A statement indicating the complaint was upheld or denied. In the case of complaints that are upheld, an explanation of the remedy will be included.
 - A citation of applicable laws and regulations.
 - The proposed decision will be forwarded to either the Director of DAAS for the issuance of a final decision.
 - If the complaint is against the Director of DAAS, the proposed decision will be forwarded to the Chairperson of the Governing Board for the issuance of a final decision.

- No later than thirty (30) days after receipt of the proposed decision, the director or the chairperson shall either adopt the proposed decision as the final decision or write a new final decision.
- The decision will be mailed to the parties involved.
- The decision is final and not subject to appeal
- The decision will include procedures for ensuring that the remedies, if any, specified in the final decision are implemented.

Civil Rights

If you believe that your civil rights have been violated, please contact:

Deputy Director, Administration
Department of Aging and Adult Services
784 East Hospitality Lane
San Bernardino, CA 92415-0640

GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the Client Complaint and Grievance Procedures for Older Americans Act Programs.

Signature of Service Recipient

Date

**Grievance/Complaint Form
Older Americans Act
Programs**

Grievant Name

Name of Service Provider

Home Address

Telephone Number

Date of Action Causing Grievance

Date of Meeting with Contract Provider

Grievance Description (Clear concise statement. Attach additional sheets if necessary)

Remedy Sought

Grievant Signature

Date Filed

Grievance Review - Level I

Date Received

Level I Reviewer Signature

Response Date

Reviewers Printed
Name

Level I Decision (Attached on separate sheet)

I concur and do not appeal to
the 2nd LevelReason for
Appeal

I do not concur and appeal to the 2nd level

Grievance Review - Level II

Date Received

Level II Reviewer Signature

Response Date

Reviewers Printed
Name**Level II Decision (Attached on separate sheet)**I concur and do not appeal for
Hearing

I do not concur and request a Hearing

Reason for Appeal For
Hearing

Date
Received

ASSURANCE OF COMPLIANCE STATEMENT

**ASSURANCE OF COMPLIANCE WITH THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Council on Aging – Southern California
NAME OF THE CONTRACTING AGENCY

(Hereinafter called the “Agency”)

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 1135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

Council on Aging – Southern California
ORGANIZATION

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the Information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

INFORMATION SHEET (*one Information Sheet per Vendor*)

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO:

SAN BERNARDINO COUNTY
Department of Aging and Adult Services
Attn: CONTRACTS

SECTION I: CONTRACTOR INFORMATION			
Contractor Name:			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Site Name for Services (if Different from Contractor):			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
Contract Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
Claim Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
SECTION II: DAAS INFORMATION			
Contract Mailing Address:		Contracts Unit:	
San Bernardino County Department of Aging and Adult Services Contracts Unit 686 E. Mill Street San Bernardino, CA 92415-0920		<i>Unit Fax #: 909-891-9150</i>	

COMMUNITY FOCAL POINTS LIST

Name	Address	City/Community	Phone
Adelanto Senior Club	11565 Cortez Avenue	Adelanto, CA 92301	(760) 605-0549
Apple Valley Senior Club	13188 Central Road	Apple Valley, CA 92308	(760) 247-3155
Barstow Senior Citizens Club	555 Melissa Avenue	Barstow, CA 92311-3031	(760) 256-5023
Big Bear Valley Senior Center	42651 Big Bear Blvd.	Big Bear Lake, CA 92315	(909) 584-0323
Bloomington Senior Center	18317 Valley Blvd.	Bloomington, CA 92316	(909) 546-1399
Bonnie Baker Senior Citizens Club	149350 Ukiah Trail	Big River, CA 92242	(760) 665-2667
Chemehuevi Indian Tribal Center	1990 Palo Verde	Havasupai Lake, CA 92363	(760) 858-4219
Chino Senior Center	13170 Central Avenue	Chino, CA 91710	(909) 334-3453
Crest Forest Senior Citizens Club	24658 San Moritz Drive	Crestline, CA 92325	(909) 338-5036
Delmann Heights Senior Center	2969 N. Flores St.	San Bernardino, CA 92407	(909) 887-2115
Dino Papavero Senior Center	16707 Marygold Avenue	Fontana, CA 92335	(909) 350-0575
El Mirage Senior Club	1488 Milton	El Mirage, CA 92301	(760) 559-7683
Fontana Community Senior Center	16710 Ceres Avenue	Fontana, CA 92335	(909) 854-5151
Ft. Mohave Tribal Senior Nutrition Program	700 Harrison Street	Needles, CA 92363	(760) 629-2371
George M. Gibson Senior Center	250 N. Third Avenue	Upland, CA 91786	(909) 981-4501
George White Senior Center	8565 Nuevo Avenue/8572 Sierra Ave.(Main Ofc)	Fontana, CA 92335	(909) 822-4493
Grand Terrace Senior Center	22627 Grand Terrace Road	Grand Terrace, CA 92313	(909) 824-1491
Helendale Senior Center	15350 Riverview Rd., Bldg. 2	Helendale, CA 92342	(760) 243-5690
Hesperia Leisure League	9122 Third Avenue	Hesperia, CA 92345	(760) 244-3223
Percy Baaker Community Center	9333 "E" Avenue/PO Box 104055	Hesperia, CA 92340	(760) 244-5488
Highland Senior Center	3102 E. Highland Avenue	Patton, CA 92369	(909) 862-8104
Hinkley Community and Senior Center	35997 Mountain View Road	Hinkley, CA 92347	(760) 253-4677
Hutton Senior Center	660 Colton Avenue	Colton, CA 92324	(909) 370-6168
James L. Brulte Senior Center	11200 Baseline Road	Rancho Cucamonga, CA 91701	(909) 477-2780
Joshua Tree Community Center	6171 Sunburst	Joshua Tree, CA 92252	(760) 366-2471

Name	Address	City/Community	Phone
Joslyn Senior Center	21 Grant Street	Redlands, CA 92373	(909) 798-7550
Loma Linda Senior Center	25571 Barton Road	Loma Linda, CA 92354	(909) 799-2820
Lucerne Valley Senior Club	10431 Allen Way	Lucerne Valley, CA 92356	(760) 248-2248
Luque Senior Center	292 East "O" Street	Colton, CA 92324	(909) 370-5087
Lytle Creek Senior Center	P.O. Box 182/14082 Center Road	Lytle Creek, CA 92358	(909) 880-8659
Mentone Senior Center	1331 Opal Avenue	Mentone, CA 92359	(909) 794-5280
Montclair Senior Center	5111 Benito Street	Montclair, CA 91763	(909) 625-9483
Morongo Basin Senior Support Center	57121 Sunnyslope Drive	Yucca Valley, CA 92284	(760) 365-9661
Mountain Communities Senior Center	675 Grandview Road	Twin Peaks, CA 92391	(909) 337-1824
Needles Senior Center	1699 Bailey Avenue	Needles, CA 92363	(760) 326-4789
Newberry Springs Senior Family Center	33383 Newberry Road	Newberry Springs, CA 92365	(760) 257-3284
Ontario Senior Center	225 East "B" Street	Ontario, CA 91764	(909) 395-2021
Perris Hill Senior Center	780 E. 21st Street	San Bernardino, CA 92404	(909) 384-5436
Phelan Senior Club	4128 Warbler Rd. #A	Phelan, CA 92371	(760) 868-8067
Pinon Hills Senior Club	10433 Mountain Road	Pinon Hills, CA 92372	(760) 868-8637
Redlands Community Senior Center	111 W. Lugonia	Redlands, CA 92374	(909) 798-7579
Rialto Senior Center	1411 S. Riverside Avenue	Rialto, CA 92376	(909) 877-9706
San Bernardino 5th St Senior Center	600 W 5th Street	San Bernardino, CA 92410	(909)-384-5430
San Moritz Lodge	24658 San Moritz Dr	Crestline, CA 92325	(909)-338-5036
Trona Community Senior Center	13187 Market Street	Trona, CA 93562	(760) 372-5889
Twenty Nine Palms Senior Center	6539 Adobe Road	Twenty Nine Palms, CA 92277	(760) 367-3891
Victorville Senior Center	14874 Mojave Road	Victorville, CA 92392	(760) 245-5018
Wrightwood Community Center	1543 Barbara Street	Wrightwood, CA 92397	(760) 249-3205
Yucaipa Senior Center	12202 First Street	Yucaipa, CA 92399	(909) 797-1177
Yucca Valley Senior Center	57088 29 Palms Highway	Yucca Valley, CA 92284	(760) 228-5453

Payments, Budgets, Closeout, and Audits

I. Funds

A. Expenditure of Funds

1. Contractor shall expend all funds received hereunder in accordance with this 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 California Department of Human Resources' rules and regulations. This is not to be construed as limiting Contractor from paying any differences in costs between the rates specified above and any rates the Contractor is obligated to pay under other contractual agreement from funds other than those provided pursuant to this Contract.
3. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from County.
4. Contractor agrees to include these requirements in all contracts it enters into with subcontractors or vendors to provide services pursuant to this Contract.
5. County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, when determined by the County to be out of compliance with this Contract, unrelated or inappropriate to the contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. Contractor shall maintain accounting records for funds received under the terms and conditions of this Contract. These records shall be separate from those for any other funds administered by Contractor, and shall be maintained in accordance with Generally Acceptable Accounting Principles and Procedures, and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
2. Contractor shall promptly forward payroll taxes, insurances and contributions, including State disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.
3. Adequate source documentation of each transaction shall be maintained relative to the allow ability of expenditures reimbursed by DAAS under this Contract. If the allow ability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures may be disallowed by DAAS.
4. Financial Management Systems
 - a. Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR Section 74.21 (not for profit organizations):
 - b. Financial Reporting
 - c. Accounting Records
 - d. Internal Control
 - e. Budgetary Control
 - f. Allowable Costs
 - g. Source Documentation
 - h. Cash Management

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Contract, or dissolution of the entity, the Contractor shall return to County immediately upon written demand, any funds provided under this

Contract, which are not payable for goods or services delivered prior to the termination, cancellation or expiration of this Contract or dissolution of the entity.

D. Availability of funds

1. It is understood by the parties that this Contract may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Contract were executed after that determination was made.
2. This Contract is valid and enforceable only if sufficient funds are made available to the County by the United States Government or State of California for the fiscal years appropriate for the purpose of the services described herein.
3. Funding Reduction(s)
 - a. If funding for any County fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either:
 - 1) Terminate the Contract
 - 2) Amend the Contract to reflect the reduced funding that will be available.
 - b. In the event that County elects to offer an amendment, it shall be mutually understood by both parties that 1) County reserves the right to determine which contracts, if any under this program shall be reduced; 2) some contracts may be reduced by a greater amount than others; 3) the County shall determine in its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted below).
3. Program Income must be spent before contract funds and may reduce the amount of contract funds payable to Contractor.
4. If Program Income is earned in excess of the amount reported by County in the Contractor's approved budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year, if approved by County.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet any requirements for matching contributions specified in this Contract.
7. Program Income must be used to expand baseline services.

F. One Time Only (OTO) Funds

1. OTO funds shall be only be used for the following purposes:
2. The purchase of equipment that enhances the delivery of services to the eligible service population.
3. Home and community-based projects that are approved by County in advance.
4. Innovative pilot projects that are approved in advance by County, and are designed for the development of a comprehensive and coordinated system of care as defined in [45 CFR 1321.53(a) & (b)].

OTO funds may be used to maintain or increase baseline services; however it is understood by the parties that such use of OTO funds creates no expectation of service delivery beyond the current contract period.

5. Nutrition Services Incentive Program (NSIP) OTO funds shall be used only to purchase food to be used by Contractor in Contractor's Elderly Nutrition Program.
- G. Matching Contributions
1. Cash and/or in-kind contributions may be counted as match if such contributions are used to meet program requirements.
 2. Matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or its subcontractors.
 3. Only allowable costs as established by Office of Management and Budget (OMB) cost principles may be reported as matching contributions.
 4. Services of volunteers or other costs reported as "in-kind" matching contributions shall be valued at rates consistent with those of similar work or services paid by Contractor. If Contractor does not offer similar work or purchase similar services, rates shall be consistent with those in local market area.
- H. Budget and Budget Revision
1. Contractor shall be compensated for expenses only as itemized in the approved budget that is incorporated by reference into this Contract. The Contractor shall not be entitled to payment for expenses related to this Contract until the budget has been reviewed and approved by County.
 2. No budget revision may result in an increase of the maximum dollar amount stated in Section V, Paragraph A. The written request must specify the line item or Service Category changes requested, and must include justification for the request changes.
 3. Contractor shall submit a budget revision to the County, in advance of expenditures when:
 - a. Changes to line item expenditures are expected to exceed the amount of the approved budgeted line item by more than ten (10%) of the amount specified in Section V, Paragraph A.
 - b. New budget line items are to be added.
 - c. When the changes being requested involved the transfer of funds between Service Category.
 - d. When the changes being requested involve the transfer of funds amount Services within a Service Category.
 - e. When otherwise requested by County.
 4. Contractor shall maintain a written record of all budget changes including line item or service category changes. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.
 5. The final date to submit to a budget revision is March 30th of the contract period unless otherwise specified by County.
- I. Indirect Costs
1. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefiting cost objectives. A cost may not be allocated to an award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a direct cost.
 2. Examples of indirect cost may include: depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
 3. The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and non-expendable equipment.

Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and be used to meet the minimum matching contribution requirements.

4. Contractor agrees to include the above requirement in all contracts it enters into with subcontractors or vendors to provide services pursuant to this Contract.
5. Reimbursement for indirect costs shall be on the basis of an indirect cost rate plan documenting the methodology used to determine the indirect cost rate, which shall be submitted by Contractor to DAAS and be approved by DAAS.

J. Financial Closeout

1. Contractor shall submit a final statement of expenditures and income ("Financial Closeout") to County within thirty (30) days of the end of contract period, unless otherwise specified by County.
2. Federal funds otherwise payable to Contractor by County may be reduced proportionately by County to maintain the required matching contributions ratio if amount of matching contributions reported by Contractor is less than minimum required matching contribution amount specified in Section V.A ("Fiscal Provisions") of this Contract.

K. Subcontracts or Vendor Contracts

1. Without the prior written consent of the Director of DAAS or his/her designee, this Contract is not assignable by Contractor either in whole or in part.
2. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DAAS or his/her designee. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
3. Contractor shall include language in all subcontracts that require subcontractor to comply with all applicable State and federal laws.
4. Contractor shall have no authority to contract for, on behalf of, or incur obligations on behalf of County or State.
5. Copies of subcontracts, vendor Contracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available to DAAS upon request. Contractor shall monitor the insurance requirements of its subcontractors and/or vendors.
6. Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by DAAS. These reporting and expenditure documents shall be sent to Contractor in a timely manner and at intervals as determined by DAAS.
7. Contractor shall monitor the budget, expenditures, and performance of its subcontractors and/or vendors.
8. Contractor shall provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.

L. Audits

1. Contractors that expend \$750,000 or more in Federal awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133].
2. A copy of audit report shall be submitted to DAAS within thirty (30) days after receipt of the auditor's report or nine (9) months after the audit period, whichever occurs first, unless a longer period is agreed to in advance by the cognizant or oversight federal agency.
3. Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced herein. In addition, should contractor's SEFA totals be

reported on the basis of a fiscal year period other than County's fiscal year (July 1 through June 30), a supplemental schedule shall be provided that reconciles Contractor's reported expenditures to County fiscal year periods.

4. For state contracts that do not have CFDA numbers, Contractor shall ensure that State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number and as passed through the California Department of Aging.
5. The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit as well to each of Contractor's subrecipients.
6. The Federal Grantor for the following programs is the U.S Department of Health and Human Services, Administration on Aging:

93.044	Special Programs for the Aging – Title III, Part B = Grants for Supportive Services and Senior Centers (Title III-B).
93.045	Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III-C)
93.052	National Family Caregiver Support – Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

7. The Federal Grantor for the following program is the U.S Centers for Medicare and Medicaid Services:

93.779	State Health Insurance Assistance Program (HICAP)
93.071	MIPPA: MSP, LIS & Prescription Drug Enrollment Assistance through the Aging Network, SHIP, and ADRCs
93.626	SHIP Options Counseling for Medicare/Medicaid (FA)

8. The Federal Grantor for the following program is the Administration for Community Living grants:

93.071	MIPPA: Priority Area 2 AAAs
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9. Cluster of programs means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA) and other clusters. "Other Clusters" are defined by the OMB in the Compliance Supplement or as designated by a State for federal awards provided to its subrecipients that meet the definition of cluster of programs. When designating an "Other Cluster", a State shall identify the federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with S.400 (d) (1) and S.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in S.520, and with the exception of R&D as described in S.200 (c), whether a program-specific audit may be elected. (Federal

Office of Management and Budget, (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Corporations).

10. Contractor shall perform a reconciliation of its "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and be made available to DAAS for review.
11. Contractor shall ensure that subcontractor single audit reports for Contractor meet [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] requirements, including but not limited to:
 - a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first.
 - b. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.
 - c. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant Contracts; and the schedule of findings and questioned costs.
 - e. Performed in accordance with provisions applicable to this program as identified in [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133 Compliance Supplement].
12. Requirements identified in the provision above shall be included by Contractor in all subcontracts.
13. Contractor shall include in its contract with the independent auditor that the auditor will comply with all applicable requirements/standards, that the County shall have access to all audit
14. Reports and supporting work papers, and that the County shall have the option to perform additional work if needed.
15. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996 is allowable charges to Federal awards. Contractor may not charge to Federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection __200 (d).
16. Contractor shall cooperate with and participate in any additional audits which may be required by State or County

SAN BERNARDINO COUNTY
DEPARTMENT OF AGING AND ADULT SERVICES
REQUEST TO PURCHASE PROPERTY/EQUIPMENT

This form is to be completed whenever a contractor is requesting to purchase property or equipment under a California Department of Aging (CDA) grant. Contractor must obtain a minimum of three (3) bids and attach a Property/Equipment Bid Form for each item requested.

Date:

FY:

Contractor Name:		
Address:	Contact:	Phone No:

Item(s) Requested (attach additional sheet if required:

QTY	DESCRIPTION	AMOUNT	FUNDING SOURCE

Explain how requested item(s) will be used to carry out the objectives related to the funding to be received (attach additional sheet if required): _____

Administrative Use Only:	
Approved Denied	Value over \$500/unit: Yes No
Inventory: Yes No	
Program Review by: Name _____ Title _____ Date _____	
Director Approval: _____ Date _____	

SAN BERNARDINO COUNTY
DEPARTMENT OF AGING AND ADULT SERVICES
PROPERTY/EQUIPMENT BID FORM

Fund Source:

Contractor Name:

Contact:

Address:

Phone:

Item Description:

Date of Bid:	Date of Bid:	Date of Bid:
Vendor: _____ _____ _____	Vendor: _____ _____ _____	Vendor: _____ _____ _____
Contact:	Contact:	Contact:
Phone:	Phone:	Phone:
Cost per unit: Number of units: Total Cost:	Cost per unit: Number of units: Total Cost:	Cost per unit: Number of units: Total Cost:
Comments:	Comments:	Comments:

Senior Service Programs

Funding for services provided by the Older Californians Act* does not cover the costs to provide senior services for all those in need. We welcome your donation for any amount; however, if you are not financially able to contribute you will not be denied services.

Voluntary contributions are accepted and will be used to expand services for which the contribution is given.

No eligible individual shall be denied participation because of failure or inability to contribute.

*Older Americans Act funding has been provided by the San Bernardino County Department of Aging and Adult Services through a grant award from the California Department of Aging.

County of San Bernardino
Department of Aging and Adult Services
Contact: 1-800-510-2020

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County of San Bernardino
Department of Aging and Adult Services
Contact: 1-800-510-2020

Programas de Servicio para Personas de la Tercera Edad

Los fondos para servicios proveídos por la ley federal para personas mayores de edad (Older Californians Act*) no alcanzan pagar los gastos para proporcionar servicios a todas personas necesitadas. Agradecemos su contribución de cualquier cantidad para ayudar con los gastos. Sin embargo, a usted no se le negarán los servicios si usted no puede contribuir por razones financieras.

Se aceptan las contribuciones y se usarán para expandir los servicios para cuales se dan.

**A ningún individuo elegible se le negará
participar en los servicios por no contribuir.**

*Fondos de la ley federal para personas mayores de edad se han proveído por el Departamento de Servicios para Ancianos y Adultos del Condado de San Bernardino por una subvención del Departamento de la Tercera Edad de California.

Condado de San Bernardino
Departamento de Servicios para Ancianos y Adultos
Llame al: 1-800-510-2020

Programas de Servicio para Personas de la Tercera Edad

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Condado de San Bernardino
Departamento de Servicios para Ancianos y Adultos
Llame al: 1-800-510-2020

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

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**CERTIFY:**

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

- ☐ Is in full compliance with the 128 Encryption requirements.
- ☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

 Contractor/Vendor Printed Name and Title

 Contractor/Vendor Signature

 Date

 CDA Program/Project

 Contract Number

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
SECURITY INCIDENT REPORT PART A
 CDA 1025a (REV 02/2018)



AGENCY/CONTRACTOR	
1. Business Name:	
2. Business Address:	
CONTACT INFORMATION	
3. Incident Manager:	4. Telephone Number:
5. Email Address:	
INCIDENT DISCOVERED BY	
6. Name:	7. Telephone Number:
8. Email Address:	
INCIDENT DETAILS	
9. Date/Time of Incident:	10. Date Incident Detected:
11. Incident Description:	
12. Address Where Incident Occurred:	
13. County Where Incident Occurred:	
14. Reported to Law Enforcement? _____ Yes _____ No If Yes, Provide the Law Enforcement Agency and the Report Number. Agency: _____ Report Number: _____	
15. Media Device Type, If Applicable:	16. Was the Device Encrypted? _____ Yes _____ No _____ Unknown

STATE OF CALIFORNIA
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SECURITY INCIDENT REPORT PART A
 CDA 1025a (REV 02/2018)



17. Type of Personally Identifiable Information (Check all that apply): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> No Personal Information <input type="checkbox"/> Health or Medical Information <input type="checkbox"/> Driver's License/State ID Number Other (Specify): _____ </div> <div> <input type="checkbox"/> Social Security Number <input type="checkbox"/> Financial Account Number <input type="checkbox"/> Name </div> </div>		
18. Is a Privacy Disclosure Notice Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		19. Number of Individuals Affected:
SIGNATURES		
20. Agency/Contractor Information Security Officer:	Signature:	Date:
21. Agency/Contractor Privacy Officer:	Signature:	Date:
22. Authorized Signature/Director:	Signature:	Date:
CDA USE ONLY		
CDA Incident Number:	CAL-CSIRS Report Number:	

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
SECURITY INCIDENT REPORT PART B
 CDA 1025b (REV 02/2018)


AGENCY/CONTRACTOR

1. Business Name:

2. Business Address:

CONTACT INFORMATION

3. Incident Manager:

4. Telephone Number:

5. Email Address:

INCIDENT INFORMATION

6. CDA Incident Number:

CAL-CIRS Number:

7. Is there an Update to Form 1025A? ☐ Yes ☐ No
Comments:

8. Has there been a Change of Scope? ☐ Yes ☐ No
Explanation:

9. Is a Privacy Disclosure Notice Required? ☐ Yes ☐ No
 If Yes, has a Sample Notification been Submitted for Approval? ☐ Yes ☐ No

INCIDENT ROOT CAUSE

10. What was the Root Cause of the Incident?

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
SECURITY INCIDENT REPORT PART B
 CDA 1025b (REV 02/2018)



CORRECTIVE ACTION PLAN

11. Corrective Action Plans Attached? _____ Yes _____ No

12. Date Corrective Actions will be Fully Implemented: _____

INCIDENT COSTS

13. Describe the Costs Associated with Resolving this Incident:

Incident Response: \$ _____

Communications: \$ _____

Notices: \$ _____

Individual Questions: \$ _____

Investigation: \$ _____

Lost or Stolen Items: \$ _____

Total: \$ _____

SIGNATURES

14. Agency/Contractor Information Security Officer:

Signature:

Date:

15. Agency/Contractor Privacy Officer:

Signature:

Date:

16. Authorized Signature/Director:

Signature:

Date: