

AGREEMENT NO. <b>OOA-MI-XXXX-XXXX</b>	Purchasing Authority
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**STANDARD AGREEMENT**

RCOOA STD AGT (Rev. 3/2022)

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

XXXX

2. The term of this Agreement is:

START DATE

9/1/202X

THROUGH END DATE

6/30/202X

3. The maximum amount of this Agreement is:

\$XX.XX

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	4 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit A, Attachment 2	Service Areas*	1 page
Exhibit B	Budget, Reimbursement Provisions, and Closeout*	11 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions*	3 pages
Exhibit D	Special Terms and Conditions*	31 pages
Exhibit E	Additional Provisions*	21 pages
Exhibit F	Community Focal Points List*	3 pages

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

These documents can be viewed at <https://www.rcaging.org/Vendor-Resources>

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

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

**CONTRACTOR**

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

CONTRACTOR BUSIESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

**COUNTY OF RIVERSIDE**

CONTRACTING AGENCY NAME  
Riverside County Office on Aging

BUSIESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
COUNTY COUNSEL AUTHORIZED SIGNATURE	DATE SIGNED		

ARTICLE I. PROGRAM DEFINITIONS

- A. **Aging and Disability Resource Connection (ADRC)** means a program that helps older adults and individuals with disabilities make informed decisions about their service and support options and serves as a single point of entry to the long-term care system. Outside California these programs are called Aging and Disability Resource Centers. The terms are used interchangeably in this agreement. ADRCs were established through a collaborative effort of the U.S. Administration for Community Living (ACL) and the Centers for Medicare & Medicaid Services.
- B. **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).
- C. **Enhanced Outreach** means outreach activities that include, but are not limited to, disease prevention and promoting wellness and are above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assistance Program [SHIP] funds or Older Americans Act [OAA] outreach funds).
- D. **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.
- E. **Enrollment Assistance Centers** means locations equipped and designated for LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.
- F. **Health Insurance Counseling and Advocacy Program (HICAP)** is a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a statewide basis.  
[Welf. & Inst. Code §9541]
- G. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved.
- H. **Low-Income Subsidy (LIS)** means a federal program that provides financial assistance with Part D premiums and cost sharing for eligible low-income Medicare beneficiaries.
- I. **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.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- J. 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.
- K. Medicare Savings Programs (MSP)** means three programs that serve Medicare beneficiaries who do not qualify for full Medi-Cal: Qualified Medicare Beneficiaries, Specified Low-Income Medicare Beneficiaries, and Qualified Individuals. Beneficiaries enrolled in one of these Medicare Savings Programs automatically receive LIS.
- L. Program Income** means revenue generated by the Service Provider from contract-supported activities. Program income is:
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 or personal property acquired with funds provided under this Agreement.
  3. Royalties received on patents and copyrights from contract-supported activities.
  4. Proceeds from the sale of items fabricated under a contract agreement.
- M. Rural** means all territory, population and housing units not classified as urban. The rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.
- N. State Health Insurance Assistance Program (SHIP)** means a national program supported by the federal ACL that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
- O. Urban** means all territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 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 I. PROGRAM DEFINITIONS (Continued)

P. General Definitions can be found in Exhibit D, Article I.

ARTICLE II. SCOPE OF WORK

A. Program Provisions

1. The Scope of Work shall be performed by the Service Provider, which may include, but not be limited to, the HICAP and the ADRC (where applicable). MIPPA Eligible Service Providers receiving one or more MIPPA Priority Area allocations are responsible for the corresponding Activities outlined below:
  - MIPPA Priority Area 1 (SHIP):
    1. Eligible Service Providers: HICAP Service Provider.
    2. Activities: Must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.
  - MIPPA Priority Area 2 (AAA):
    1. Eligible Service Providers: AAA Programs, may include HICAP Service Providers.
    2. Activities: Must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.
  - MIPPA Priority Area 3 (ADRCs):
    1. Eligible Service Provider: Designated ADRCs, may include HICAP Service Providers serving the ADRC service area.
    2. Activities: Must provide outreach regarding Medicare Part D benefits related to LIS and MSPs and conduct outreach activities aimed at preventing disease and promoting wellness.
  - All Priority Areas – SHIPs, AAAs, and ADRCs: Must conduct outreach activities aimed at preventing disease and promoting wellness.

ARTICLE II. SCOPE OF WORK (Continued)

2. All MIPPA contract activities must be over and above those related activities provided through other funding sources (e.g., OAA funding and the basic federal SHIP/ State HICAP funds), and they must support attainment of performance objectives specified by the California Department of Aging (CDA) (available on the CDA website).

B. Service Provider Responsibilities

The Service Provider, local aging network resources, and community partners shall:

1. Provide MIPPA Program Activities in the corresponding service area(s) where MIPPA Priority Area 1 (AAA), MIPPA Priority Area 2 (SHIP), and MIPPA Priority Area 3 (ADRC) funding has been allocated. For MIPPA Priority Area 3 (ADRC) allocation, program activities must be provided in the corresponding ADRC service area as indicated in the Budget Display.
2. Provide to the Riverside County Office on Aging (RCOoA) for approval, a detailed MIPPA Work Plan (CDA 7001M) that outlines the Service Provider's strategies and use of resources to complete project goals as provided by RCOoA. The proposed MIPPA Work Plan must be submitted to and approved by the RCOoA project representative (see Exhibit A, Attachment 1) before payments can be made to the Service Provider. The RCOoA-approved MIPPA Work Plan is hereby incorporated by reference as part of this Exhibit. Requests to modify or amend the approved Work Plan may be made by either RCOoA or the Service Provider at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the RCOoA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.
3. Prepare and submit MIPPA-related budget(s) and budget reports as specified by RCOoA.
4. Monitor, on an ongoing basis, all use of MIPPA funds through reporting, site visits, regular contact, or other means 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 [2 CFR Section 200.328]. Program and fiscal monitoring shall be performed during the term of this Agreement.

**EXHIBIT A, Attachment 1**  
**General Information**

**SCOPE OF WORK**

1. The Service Provider agrees to provide to the Riverside County Office on Aging (RCOoA) the services described herein Agreement number **OOA-MI-2XXX-XX**.
2. Services shall be available Monday through Friday, 8:00 AM-5:00 PM PST, through Service Provider at the service administration site located at **XXXX**.
3. The services shall be performed as needed in the following Service Areas (SA): **1-11**.
4. The project representatives during the term of this Agreement will be:

RCOoA	
Name:	Name:
Phone:	Phone:
Email:	Email:

Direct only fiscal inquiries to:

RCOoA	
Name:	Name:
Phone:	Phone:
Email:	Email:

Direct only contract inquiries to:

RCOoA	
Name:	Name:
Phone:	Phone:
Email:	Email:

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

**Exhibit B • BUDGET DETAIL**

County of Riverside  
Department of the Office on Aging

Contract ID #:  
Date:  
Amendment#:

**OOA-MI-2XXX-XX**  
**9/1/20**