

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

XXX

2. The term of this Agreement is:

START DATE

4/1/202X

THROUGH END DATE

3/31/202X

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 BUSINESS 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

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

ARTICLE I. PROGRAM DEFINITIONS

- A. “Eligible Service Population” means Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [Welf. & Inst. Code § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services, including long-term care planning and long-term care insurance counseling services. [Welf. & Inst. Code § 9541(c)(1), (c)(2), (c)(4)-(6)]
- B. “Older Californians Act” (OCA) means Welf. & Inst. Code § 9541 of the Mello-Granlund Older Californians Act, which is the enabling legislation for HICAP.
- C. “Health Insurance Counseling and Advocacy Program” (HICAP) means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]
- D. “Medicare Modernization Act 2005 (MMA) State Funds” means the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).
- E. “State Health Insurance Assistance Program” (SHIP) means a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
- F. “Program Income” means revenue generated by the Service from contract-supported activities, and may include:
1. Voluntary contributions received from a participant or responsible party as a result of the service.
  2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  3. Royalties received on patents and copyrights from contract-supported activities.
  4. Proceeds from the sale of goods created under Riverside County Office on Aging (RCOoA) grant funds.

ARTICLE II. SCOPE OF WORK

The Service Provider shall:

- A. Provide HICAP services as required by regulations, described in the awarded proposal and as stated herein.
- B. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Agreement, SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of this Agreement.
- C. 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. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]
- D. Provide timely notice to RCOoA of any changes to the Program or changes in the status of the Service Provider 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.
- E. Submit the name of the HICAP Program Manager to RCOoA within twenty (20) days of initial employment.
- F. 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.
- G. 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.
- H. 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.

ARTICLE II. SCOPE OF WORK (Continued)

- I. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9 a.m. to 4 p.m. Responses to email communications must be provided within two (2) business days of the day the email was received.
- J. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party.
- K. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual. [Welf. & Inst. Code § 9541(f)(4)]
- L. 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. [Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
- M. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual. [Welf. & Inst. Code § 9541(e)]
- N. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency. [Welf. & Inst. Code § 9541(f)(7)]
- O. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
- P. Collect, track, and report on all aspects of HICAP activity as specified in Exhibit E of this agreement, to assess the Service Provider's progress in reaching measurable outcomes as defined through annual HICAP Performance Measures
- Q. Ensure the submission of program information and support documentation, to the RCOoA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by RCOoA.
- R. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.

ARTICLE II. SCOPE OF WORK (Continued)

- S. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.
- T. Ensure that the following conditions will be met for legal services:
  - 1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
  - 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541(c)(3)]
  - 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 9541(c)(3)]
  - 4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.
  - 5. Report the Legal Services units of service (if applicable) in the Area Plan Service Unit Plan (SUP). The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

**OOA-HI-2XXX-XX Contract**  
**Exhibit A, Attachment 1 – General Information**

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

1. Service Provider agrees to provide to the Riverside County Office on Aging (RCOoA) the services described herein Agreement number **OOA-HI-XXXX**
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 in Service Area(s): **1-11**
4. The program service representatives during the term of this agreement will be:

County Agency: RCOoA	Service Provider:
Name:	Name:
Phone:	Phone:
Email:	Email:

Direct only fiscal inquiries to:

County Agency: RCOoA	Service Provider:
Name:	Name:
Phone:	Phone:
Email:	Email:

Direct only contract inquiries to:

County Agency: RCOoA	Service Provider:
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.

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM**  
**Budget Display**