

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SELF HELP FOR THE ELDERLY – AMENDMENT FOUR**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SELF HELP FOR THE ELDERLY, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for Congregate Nutrition, Health Insurance Counseling and Advocacy Program (HICAP), Home Delivered Meals and Supplemental Home Delivered Meals, and Information and Assistance services on July 23, 2013; amended that agreement to include Health Insurance Counseling and Advocacy Program (HICAP) on September 10, 2103; amended that agreement adding HICAP One-Time-Only funding on February 25, 2014; amended that agreement adding Financial Alignment funding on March 3, 2014 and

WHEREAS, the parties wish to amend the Agreement to funding for HICAP and Home Delivered Meals.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1 of the agreement is amended to read as follows:
:

Exhibits and Attachments

Schedule A —FY 2013-14 Description of Services - Amendment 4
Schedule B —FY 2013-14 Fiscal Summary - Amendment 4
Schedule C MI-1314 MIPPA FY 2013-14 Description of Services
Schedule D MI-1314 MIPPA FY2013-14 Fiscal Summary
Attachment I—§ 504 Compliance

2. Section 2 of the agreement is amended to read as follows:

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Schedule B –Amendment 4 and Schedule D, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A – Amendment 4 and Schedule C.

3. Section 3, paragraph 1, of the agreement is amended to read as follows:

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A – Amendment 4 and Schedule C, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment 4 and Schedule D, the County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR HUNDRED THOUSAND NINE HUNDRED NINETY NINE AND EIGHT HUNDRED SIXTY TWO DOLLARS (\$499,862).

4. Section 4, paragraph 1, of the agreement is amended to read as follows:

Term and Termination

Subject to compliance with all terms and conditions, the Funding Period A of this Agreement shall be from July 1, 2013 through September 30, 2013; Funding Period B of this Agreement shall be from October 1, 2013 through June 30, 2014; Funding Period C of this Agreement shall be from July 1, 2013 through March 31, 2014; Funding Period D of this Agreement shall be from February 1, 2014 through June 30, 2014 and Funding Period E of this Agreement shall be from April 1, 2014 through June 30, 2014.

5. Section 27 of the agreement is amended to read as follows:

Notices

Any notice, request, demand, or other communication required or permitted hereundershall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:

David Randall, Financial Services Manager II
Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403
Phone: (650) 573--2236
Fax: (650) 372-0729

***Except as provided in Section 42, below, which requires the person to be noticed is the Director of Aging and Adult Services.**

In the case of Contractor, to:

Anni Chung, President and CEO
Self Help for the Elderly
731 Sansome Street, Suite 100
San Francisco, CA 94111
Phone: (415) 677-7555

Fax: (415) 296-0313

6. Schedule A of the original agreement is deleted and replaced and incorporated herein as Schedule A – Amendment Four as attached.
7. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment Four as attached.
8. Schedule C is incorporated herein as attached.
9. Schedule D is incorporated herein as attached.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

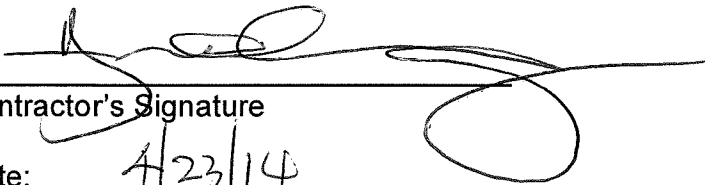
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SELF HELP FOR THE ELDERLY



Contractor's Signature
Date: 4/23/14

Long Form Agreement/Business Associate v 8/19/08

SCHEDULE A – AMENDMENT FOUR

SELF HELP FOR THE ELDERLY

FY 2013-14 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, Home Delivered Meals and Supplemental Home Delivered Meals Programs, and an Information and Assistance Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2013 through June 30, 2014; Funding Period A July 1, 2013 through September 30, 2013; Funding Period B October 1, 2013 through June 30, 2014; Funding Period C July 1, 2013 through March 31, 2014, Funding Period D February 1, 2014 through June 30, 2014, and Funding Period E April 1, 2014 through June 30, 2014. These programs shall operate in accordance with the California Department of Aging (CDA) and/or State licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring of nutrition programs will be conducted annually and onsite in accordance with the Area Agency on Aging (AAA) Contract Monitoring Procedures Manual. All other OAA programs will be monitored at least every other year. Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. The Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process.

Program Performance Measurement:

Contractor shall agree to distribute customer feedback surveys, which will be provided by County and returned to the County for data collection and analysis. Contractor agrees to attempt to obtain at least a 75% rating of good or better from client surveys.

I. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Funding Period A, July 1, 2013 through September 30, 2013: Contractor agrees to provide 3,018 senior congregate meals and one nutrition education presentation.

Funding Period B, October 1, 2013 through June 30, 2014: Contractor agrees to provide 9,053 senior congregate meals and three nutrition education presentations.

B. Unit Definitions

A meal provided to an eligible individual in a congregate group setting, that meets all of the requirements of the OAA and State/local laws, assures a minimum one-third of the Dietary Reference Intake (DRI), and complies with dietary guidelines for Americans.

Unit of Service: One meal

Nutrition Education is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program participants.

Unit of Service: One session per participant

C. Program Requirements

Program Requirements means Title III program requirements found in the OAA 42 USC Section 3001-3058; Code of Federal Regulations (CFR) (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.

Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans.

Nutrition Services Incentive Program (NSIP) means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each PSA compared to the total number of meals served in the State in the prior-prior federal fiscal year.

Eligible Service Population for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

Contractor agrees to:

1. Conform to the appropriate federal, State and local requirements, especially the standards and practices identified in CCR, Title 22, CDA Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health System policies and procedures;
2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate five days per week throughout the Community Service Area (CSA), but not necessarily five days per week at each site. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS;
4. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the congregate meals service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, suggested contribution amount, etc;
5. Providers of Title III C programs shall annually assess the client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative, included in the AAS nutrition intake tool [OAA §339(2)(J)] [OAA§207(a)(3)];
6. Protect participants from potential food safety issues by discouraging any practice of participants bringing home-cooked food to share with other participants during the congregate meal service;
7. Providers must establish operational procedures to estimate the number of meals to prepare and serve and the amount of food to purchase so that leftovers shall be kept to a minimum.
8. Leftover meals cannot be counted as additional participant meals nor are they eligible for AAA reimbursement.
9. Priority shall be given to serving leftovers as seconds to congregate participants.
10. Title IIIC funds may not be used to purchase food to distribute separately from the approved meal.

11. Inform clients that the Congregate Nutrition Program is partially funded by the OAA by posting signs near the contribution container at each congregate meal site indicating such. Signs will also state the suggested contribution level for eligible clients, non-senior spouse of an eligible client, and non-senior volunteers. The sign must also state that services will not be denied if a contribution is not made.
 - a. All contributions are to be anonymous and voluntary;
 - b. Volunteers providing services during the meal hours are not required to pay the established fee;
 - c. Contributions from eligible clients (project income) are to be used to expand or support the meal service;
 - d. Guests, non-congregate program volunteers, and non-senior employees must pay the required fee. These fees are to be collected and maintained separately from contributions from eligible clients;

12. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
 - a. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
 - b. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
 - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
 - d. Each service provider will:
 - (1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - (2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - (3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
 - (4) Establish appropriate procedures to safeguard and account for all contributions;
 - (5) Donation letters may not resemble a bill or a statement [OAA §315(b)];
 - (6) Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)];

13. Promote the Congregate Nutrition Program as **non fee-based**, avoiding references to "free or discounted meals" (e.g., free birthday lunch

specials, offers associated with coupons, club membership discounts, etc);

14. Utilize appropriate verbiage in written materials (such as newsletters, menus, newspapers, websites, flyers, publications, etc.) by avoiding the use of language that implies a price or fee for the meal. If there is reference to a dollar amount for a meal, the words “suggested donation” or “suggested contribution” must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance;
15. A yearly written plan for a minimum of four quarterly staff/volunteer training sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
 - a. The AAS registered dietitian must approve the training curriculum;
 - b. Training topics must include at a minimum: food safety, prevention of food-borne illness, Hazard Analysis and Critical Control Points (HACCP) principles, accident prevention, fire safety, first aid, choking, emergency procedures, and earthquake preparedness;
 - c. Three of the training sessions must include food safety and sanitation principles;
 - d. The training plan shall identify who is to be trained, who will conduct the training, content of training and when it is scheduled; and
 - e. Documentation of training must include attendees’ evaluations and attendance records
16. A yearly written plan for a minimum of four quarterly participant nutrition education sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
 - a. The AAS registered dietitian must approve the training curriculum.
 - b. Documentation of sessions must include attendees’ evaluations and attendance records.
17. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) “Illnesses” or (b) lesions/wounds to the site manager;

18. Submit menus the month prior to the meal service for approval by the AAS registered dietitian that comply with the Dietary Guidelines for Americans updated in 2010 by the US Department of Health and Human Services and the US Department of Agriculture. The menus are to be submitted with Contractor's MIS and invoice documents by the 10th of each month. All menus must comply with the following:
 - a. Be planned for a minimum of four (4) weeks;
 - b. Be posted in a location easily seen by participants at each congregate meal site;
 - c. Be legible and easy to read in the language of the majority of the participants; and
 - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate; and

19. Comply with CRFC requirements related to the use of trans fat:
 - a. Every food facility should have the label for any food/food additive they are using or storing in any way if it includes any fat, oil, or shortening;
 - b. Beginning January 1, 2010, no oil, shortening or margarine containing artificial trans fats may be used by a food facility unless used for deep frying yeast dough or cake batter;
 - c. Beginning January 1, 2011, no food containing artificial trans fat even in yeast dough or cake batter may be used/stored/distributed by a food facility;
 - d. Subdivision c. (above) shall not apply to food sold/served in a manufacturer's original, sealed package; and
 - e. A food contains artificial trans fat if it contains vegetable shortening, margarine or any partially hydrogenated vegetable oil unless trans fat content is less than .5 grams per serving
CRFC 114377;12.6(a)(b1)(b2)(c)(d).

20. County Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the County that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, County policies and procedures must guarantee the following:
 - a. Inspection of non-food preparation nutrition sites at least every other year;

- b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions;
 - c. Inspection of central kitchens sites annually
21. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
 22. Proof of age or citizenship shall not be required as a condition of receiving services; and
 23. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services by the AAA or its contractors.

Ila. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

A. Units of Service

Funding Period C: July 1, 2013 through March 31, 2014
Funding Period E: April 1, 2014 through June 30, 2014.

Contractor agrees to provide a minimum of the following **Primary HICAP Units of Service:**

Estimated Number of Clients Counseled (Closed Intakes): 1,031
 Estimated Number of Public and Media Events: 60

Contractor also agrees to comply with the seven (7) **Federal Performance Measures – Benchmarks** as follows:

Estimated Number of Contacts: 3,220
 Estimated Number of Persons Reached at Public and Media Events: 4,044
 Estimated Number of Beneficiaries with Medicare Due to Disability
 Contacts: 298
 Estimated Number of Contacts with Low Income Beneficiaries: 1,768
 Estimated Number of Enrollment Assistance Contacts: 2,473
 Estimated Number of Part D Enrollment Assistance Contacts: 1,418
 Estimated Number of Counseling Assistance Hours in PSA: 1,725

B. Unit Definitions

Health Insurance Counseling and Advocacy Program (HICAP) is defined in State law, Welfare and Institutions Code (W&I), Section 9541.

State Health Insurance Assistance Program (SHIP) is defined by the Centers for Medicare and Medicaid Services (CMS). This term may be used interchangeably with **HICAP**.

Eligible Service Population means (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [W&I 9541 (a) and (c)(2)], and (b) the public at large for HICAP community education services [W&I 9541, (c)(1)(4)(5)(6)].

Medicare Modernization Act 2005 State Funds (MMA State Funds) means the 2005 augmentation of HICAP State funds as defined in W&I 9757.5(h).

Community Education: Provide interactive community education to the public on Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health care coverage plans.

Unit of Service: One interactive presentation

Counseling and Informal Advocacy: Provide direct counseling and informal advocacy with respect to Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health coverage plans.

Unit of Service: One hour

Performance Measure: A quantitative or qualitative measure to help assess program towards an outcome or a goal.

Performance Target: A quantifiable goal to reach for performance improvement. For example, a target could be set at a certain percentage above the nationwide or cluster median, or within a certain quartile.

C. Program Requirements

Contractor shall perform the following:

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 and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of this Agreement;
2. Maintain and if applicable, distribute an up-to-date 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); Section 9541 (b)(1) (2)];

3. Provide timely notice to AAS 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;
4. Submit the name of the HICAP Program Manager to the CDA and AAS within 30 days of initial employment;
5. Recruit and maintain a strong, well-trained, cadre of volunteer Counselors, Long-Term Care Counselors, Long-Term Care Community Educators and General Community Educators [W&I Code, Section 9541(c)(7)]. New Counselors shall be recruited, trained, apprenticed, and registered as needed to adjust for attrition and to maintain the agreed upon performance levels in the latest Area Plan Service Unit Plans;
6. Ensure that the standard HICAP work week business hours, open to the public, shall be five days a week, Monday through Friday, at least 9 a.m. to 4 p.m., except holidays;
7. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. through 4 p.m. In the event clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message, and return telephone number with an answering service or answering machine. Calls from clients leaving messages shall be returned within two business days;
8. Provide a written disclosure statement to counseling clients prior to counseling, as prescribed by the CDA in the HICAP Program Manual [W&I Code, Section 9541 (f)(4)];
9. Provide a community education campaign designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, and related health care plans, and insurance topics [W&I Code Section 9541(c)(1)(4)(5)(6)];

10. 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, Section 9541 (e)];
 11. The 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 [W&I Code, Section 9541, (f)(7)];
 12. Maintain a program data collection and reporting system as specified in accordance to CDA / AAS Standards;
 13. Meet the minimum performance requirement in the Service Unit Plan. Programs will be notified of the new measures requirements in a Program Memorandum;
 14. Ensure the submission of program information and support documentation to the State HICAP Office, 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 required, in a timely manner, and at intervals as determined by the State HICAP office.
- D. Contractor shall provide direct HICAP Legal Services or contract with a provider to perform HICAP legal services. Contractor shall adhere to the following conditions:
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;
 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;

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; and
5. The Supervising Attorney shall report the performance of legal services in accordance with the HICAP Reporting Instruction.

E. Assurances

Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population;
2. **Contributions.** No fees may be charged for services although contributions or donations may be requested. 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;
3. **Management Capacity.** Staffing shall be adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the program at least 32 hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers;
4. **Program Manager Authority.** 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;
5. **Registered Counselors.** Provide that all persons affiliated with the program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with law, regulation, and HICAP Program Manual;
6. **Confidential Records.** All records containing confidential client information shall be handled in a confidential manner, in accordance with the requirements for monitoring, audits and confidentiality.

Confidential records shall be collected no less than annually from the field. This includes individual Intake/Counseling Forms of persons being counseled exceeding the maximum counseling period of twelve (12) months as defined in the HICAP Program Manual, Section 4, subsection 4.1. Maintain confidential records until an audit has occurred and an audit resolution has been issued, unless a longer retention period is otherwise authorized in writing by the CDA's Audit Branch or required by law. After that period of authorization, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality;

7. Language will be included in all subcontracts requiring subcontractors to comply with all applicable State and federal laws; and
8. Assure that Contractor provides HICAP counseling, informal advocacy, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to W&I Code, Chapters 7 and 7.5, 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 the Agreement.

F. Contractor shall assure compliance with the State Conflict of Interest Requirements as follows:

1. Contractor shall assure that project staff and volunteers do not engage in the solicitation of insurance, nor endorse any Medicare supplement, long-term care, or other insurance policies or plans, nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client;
2. Contractor shall assure that the project, project staff, and 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. Contractor shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with Department guidance on conflict of interest and the HICAP Program Manual; and
3. Contractor shall take all reasonable and necessary measures to

assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. Contractor shall assure that advisors and governing board members shall excuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor from soliciting program contributions from entities that do not pose a conflict of interest.

G. Transition Plan

In the event there is a change in the HICAP service provider, the Contractor shall submit a transition plan to AAS within 15 days of a written Notice of Termination from the outgoing service provider. The transition plan must be approved by AAS and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned from the out-going service provider to the incoming service provider;
2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new subcontractor;
3. A description of how clients will be notified about the change in and continuation of their HICAP services;
4. Description of how the new subcontractor will communicate with other HICAP sites, local agencies and advocacy organizations that can assist in locating alternative services;
5. A description of how the new subcontractor will inform community referral sources of the pending termination of this HICAP contract and the transition to the in-coming HICAP service provider;
6. A description of how to transfer sensitive and confidential records to a new subcontractor;
7. A description of adequate staff to provide continued service through the term of the existing subcontract [Title 22, Section 7206(e)(4)];

8. A full property inventory and a plan to transfer or return to AAS all equipment purchased during the entire operation of the Contract; and
9. Additional information as necessary to effect a safe transition of clients from the outgoing service provider to the new service provider.

The Contractor shall implement the transition plan as approved by AAS.

AAS will monitor the Contractor's progress in carrying out all elements of the transition plan.

H. Rights to Data

1. Materials published by the Contractor and financed with funds under this Agreement shall:
 - a. Include an acknowledgement that "This publication has been created or produced by [contractor] with financial assistance, in whole or in part, through a grant from the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and the California Department of Aging";
 - b. Use the SHIP logo and tagline on all publications;
 - c. Give the name of the entity, the address, and telephone number at which the supporting data is available;
 - d. Include a statement that "The conclusions and opinions expressed may not be those of the CDA or the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and that the publication may not be based upon or inclusive of all raw data."

IIb. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) FINANCIAL ALIGNMENT

A. Units of Service

Funding Period D, February 1, 2014 through June 30, 2014: There are no specific service unit targets associated with this funding.

B. Definitions

1. **Accomplishments** mean tasks that were accomplished during this reporting period.

2. **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 is a key element of California's Coordinated Care Initiative (CCI). The CCI was authorized pursuant to SB 1008 (Charter 33, Statutes of 2013) and SB 1036 (Chapter 45, Statutes of 2012).
3. **Dual Eligible Beneficiaries** means individuals who qualify for both public health insurance programs, Medicare and Medi-Cal.
4. **Eligible Service Population** means dual eligible beneficiaries targeted for enrollment into a Cal MediConnect Health Plan.
5. **Enhanced Outreach** means outreach activities above and beyond routine activities planned in response to other funding (e.g., basic State Health Insurance Assistance Program (SHIP) Funds), tailored to the specific needs of dual eligible beneficiaries targeted for enrollment into a Cal MediConnect Health Plan.
6. **Enrollment Brokers** means third-party entities that enroll beneficiaries into Cal MediConnect plans of their choice or in some cases, passively enroll beneficiaries who do not make a choice.
7. **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.
8. **Health Insurance Counseling and Advocacy Program (HICAP)** is defined in State Law, Welfare and Institutions Code (W&I), Section 9541.
9. **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 result achieved.
10. **Milestones** means high-level goals that define the phases of this project.

11. **Options 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.
12. **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).
13. **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 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.
14. **State and Department** mean the State of California and the California Department of Aging (CDA) interchangeably.

C. Program Requirements

1. All contract activities must be over and above those related activities provided through other funding sources (e.g., basic federal SHIP funds) and must meet CDA and CMS performance requirements.

D. Contractor agrees to:

1. 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;
2. Ensure that individuals in the Eligible Service Population have access to information and counseling to empower them to make informed decisions about their Medicare and Medi-Cal benefit options. This information and counseling shall be unbiased, timely, accurate, and consumer-friendly. It shall include, but not be limited to, how and when the project will be implemented, appeal rights, and how to participate in the program;
3. Ensure the provision of enhanced outreach activities and materials to

partners, beneficiary caregivers, providers, and other aging network programs (e.g., Information and Assistance, Aging and Disability Resource Center (ADRC), county Medi-Cal offices, and not-for-profit agencies) regarding Cal MediConnect and the availability of HICAP options counseling for the Eligible Service Population and refer beneficiaries to other resources as needed;

4. Provide a detailed work plan to the County 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;
5. Ensure adequate staffing to cover all contract requirements and timelines;
6. 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;
7. Ensure that a customer satisfaction process and a related corrective action plan are implemented;
8. Prepare and submit the budget to the County for submission to the CDA Fiscal Team. Submit mid-term and annual budget reports as specified by the County;
9. Ensure that all responsible persons have access to up-to-date materials, standards, policies, and procedures relevant to Cal MediConnect;
10. Ensure to the extent feasible, that all budgeted funds are expended by the end of each fiscal year;
11. Provide timely notice to the County 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;
12. 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;

13. Collect, verify, and report all required data to CDA using the State HICAP Automated Reporting system (SHARP);
14. Ensure that project staff and volunteers neither engage in the solicitation of insurance nor endorse the services of an insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP 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;
15. 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 in accordance with County guidance on conflict of interest and the HICAP Program Manual; and
16. Take all reasonable and necessary measures to ensure that advisors, employees, and volunteers associated with the operation of HICAP 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 recuse themselves from HICAP business if they are employed, or receive compensation from, the health insurance or managed health care industries.

E. Data Reporting

1. Contractor shall 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. Contractor shall ensure that the program performance data is entered into the State HICAP automated Reporting Program (SHARP) in accordance with CDA requirements [W&I Code, Section 9541(c)(8)];
3. Contractor shall provide the following reports in accordance with the report schedule outlined below:

Quarterly Data Element Reports: Contractors are required to track and enter required data elements on a quarterly basis using SHARP.

Quarter	Reporting Period	Due Date
One	January 1 - March 31	April 15
Two	April 1 - June 30	July 15
Three	July 1 - September 30	October 15
Four	October 1 - December 31	January 15

Mid-Term Progress Reports: A narrative mid-term progress report is due halfway through each project year.

Mid-Term Reports	Reporting Period	Due Date
Project Year 2013-14	6/4/13-12/3/13	12/13/13
Project Year 2013-14	6/4/14-12/3/14	12/12/14
Project Year 2013-14	6/4/15-12/3/15	12/11/15

Year-End Reports: A narrative year-end progress report covering a 12-month reporting period is due after the end of the first and second project years.

Year-Term Reports	Reporting Period	Due Date
Project Year 2013-14	6/4/13-6/3/14	8/7/14
Project Year 2013-14	6/4/14-6/3/15	8/7/15
Project Year 2013-14	6/4/15-12/3/16	8/7/16

4. Contractor shall 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 code and county;
 - c. Number of referrals to HICAP from:
 - MediCal 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
 - Opt-out of program
 - 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; and
- g. Number of beneficiaries who remained in assigned managed care programs.
5. Contractor shall 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.
6. Contractor shall provide the following information upon request from CDA:
- A list of partners, their roles(s), and expected outcome(s); and
 - Confirmation of a Memorandum of Understanding (MOU) and/or contract in place with such partners.
7. County reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.

F. Continuity of Service and Transition Plan

A transition plan must be approved by the County prior to implementation and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new contractor;
2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new contractor;
3. A description of how clients will be notified about the change and how their services will be continued;
4. A description of how communications with other HICAP sites, local agencies and advocacy organizations may be made to assist in locating alternative services as needed;
5. A description of how community referral sources will be informed of the change of Contractor or subcontractor and the continuation of services;
6. A description of how sensitive, confidential records, including personal health information, will be transferred to ensure adequate protection of the records;
7. A description of the qualification of requisite staff that would ensure continued provision of services throughout the term of the existing contract. [Title 22, Section 7206(e)(4)];
8. A plan that specifies a timeline for the transition;
9. A plan to conduct a property inventory and transfer, or return to the County all equipment purchased with FA Contract funds as directed by the County; and
10. Additional information as necessary to effect a safe transition of clients from the outgoing Contractor to the new Contractor.

G. Contractor shall implement the transition plan as approved by the County.

H. County will monitor the Contractor's progress in carrying out all elements of the transition plan.

I. Financial Alignment Contract Specific Terms and Conditions

1. This Agreement is issued under the authority of the Section 115A 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 Agreement, 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 Agreement.
2. Trafficking Victims Protection Act of 2000

- a. This Agreement is subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - b. Subrecipients under this award, and subrecipients' employees shall not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - c. Violation of this Act by the contractor and subcontractor may result in termination of this award.
- J. Bilingual and Linguistic Program Services [GC 11135-11139.5] [Title 22 CCR Sections 98211, 98310-98314, 98324, 98326, 98340-98470]
- 1. Needs Assessment
 - a. Contractor shall conduct a cultural and linguistic group needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [Title 22 CCR 98310, 98314]
 - b. The groups needs assessment shall take into account the following four factors:
 - i. Number or proportion of Limited English Proficient (LEP) persons eligible to be served or encountered by the program;
 - ii. Frequency with which LEP individuals come in contact with the program;
 - iii. Nature and important of the services provided; and
 - iv. Local or frequently used resources available to the Contractor.

This group needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance of GC Section 11135 et seq., and Sections 98000-98382 of Title 22 of the CCR.
 - c. Contractor shall prepare and make available a report of the findings of the group needs assessment that summarizes.

K. Rights to Data

1. Materials published by the Contractor and financed with funds under this Agreement shall:
 - a. Include an acknowledgement that “This publication has been created or produced by [contractor] with financial assistance, in whole or in part, through a grant from the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and the California Department of Aging”;
 - b. Use the SHIP logo and tagline on all publications;
 - c. Give the name of the entity, the address, and telephone number at which the supporting data is available;
 - d. Include a statement that “The conclusions and opinions expressed may not be those of the CDA or the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and that the publication may not be based upon or inclusive of all raw data”; and
 - e. Centers for Medicare and Medicaid Services (CMS) will have royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use and authorize others to use material, systems, or other items applied, developed, refined or enhanced under this Agreement for Federal government purposes.

III. HOME DELIVERED MEALS (formerly known as Meals on Wheels) AND SUPPLEMENTAL HOME DELIVERED MEALS PROGRAMS (formerly known as Supplemental Meals on Wheels)

A. Units of Service

Funding Period A, July 1, 2013 through September 30, 2013: Contractor agrees to provide 976 Home-Delivered Meals (HDM), one nutrition education presentation, and nutrition counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 150 Supplemental Home-Delivered Meals (SHDM), a County sponsored, non-OAA program.

Funding Period B, October 1, 2013 through June 30, 2014: Contractor agrees to provide 2,928 and an additional 1,000 Home-Delivered Meals (HDM) as a result of One Time Only funding, three nutrition education presentations, and nutrition counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 450 Supplemental Home-Delivered Meals (SHDM), a County sponsored, non-OAA program.

B. Unit Definitions

A meal provided to an eligible individual in his or her place of residence that

meets all of the requirements of the OAA and State/local laws, assures a minimum one-third of the current Dietary Reference Intake (DRI), and complies with the most current Dietary Guidelines for Americans.

Unit of Service: One meal

Nutrition Counseling provides individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutrition status. Nutrition counseling may be made either in person or by any other means deemed appropriate (e.g., telephone, emails, etc.)

Unit of Service: One session per participant

Nutrition Education is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Printed material may be used as the sole nutrition education component for the HDM participants. However, a menu that has been annotated to include caloric counts and sources of various nutrients can not be counted as Nutrition Education.

Unit of Service: One session per participant

C. Program Requirements

Program Requirements means Title III program requirements found in the OAA 42 USC Section 3001-3058; Code of Federal Regulations (CFR) (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.

Title III C-2 (Home Delivered Nutrition Services) means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. The OAA funded HDM Program and the San Mateo County sponsored SHDM Program are two separate programs. Additional County criteria for the SHDM program are outlined in this section.

Nutrition Services Incentive Program (NSIP) means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area compared to the total number of meals served in the State in the prior-prior federal fiscal year.

Eligible Service Population for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

Contractor agrees to:

1. Conform to the appropriate federal, State and local requirements, especially the standards and practices identified in CCR, Title 22, CDA Title III Program Manual, OSHA requirements, current CRFC and San Mateo County Health System policies and procedures;
2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate the program for five days of service each week, Monday through Friday. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS;
4. Weekend meals must comply with all regulations specified for Monday through Friday service, including menu approval specified in Section 13;
5. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the HDM service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, suggested contribution amount, etc;
6. Providers of Title III C programs shall annually assess the client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative, included in the AAS nutrition intake tool [OAA §339(2)(J)] [OAA§207(a)(3)];
7. Provide nutrition counseling for clients of HDM and SHDM who require the service, who are referred by physician's order for special diets, and/or who are determined by the Nutritional Screening Initiative

to be at risk;

8. Prioritize services if a short-term waiting list needs to be established. Priorities for services shall be determined based on the following descending order:
 - a. First Priority - Acute Care: A person newly released from hospital with no caregiver;
 - b. Second Priority - Limited Caregiver Assistance: A person with acute or chronic medical conditions or physical disability and with less than adequate caregiver support;
 - c. Third Priority - Other: All other homebound, frail older adults and adults with disabilities;
9. Providers must establish operational procedures to estimate the number of meals to prepare and serve and the amount of food to purchase so that leftovers shall be kept to a minimum;
10. Leftover meals cannot be counted as additional participant meals nor are they eligible for AAA reimbursement;
11. Priority shall be given to serving leftovers as seconds to HDM participants;
12. Title IIIC funds may not be used to purchase food to distribute separately from the approved meal;
13. Submit menus for all meals served, including weekend meals, the month prior to the meal service for approval by the AAS registered dietitian that comply with the Dietary Guidelines for Americans updated in 2010 by the US Department of Health and Human Services and the US Department of Agriculture. The menus are to be submitted with Contractor's MIS and invoice documents by the 10th of each month. All menus must comply with the following:
 - a. Be planned for a minimum of four (4) weeks;
 - b. Be provided to participants;
 - c. Be legible and easy to read in the language of the majority of the participants; and
 - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate;
14. Comply with CRFC requirements related to the use of trans fat:

- a. Every food facility should have the label for any food/food additive they are using or storing in any way if it includes any fat, oil, or shortening;
 - b. Beginning January 1, 2010, no oil, shortening or margarine containing artificial trans fats may be used by a food facility unless used for deep frying yeast dough or cake batter;
 - c. Beginning January 1, 2011, no food containing artificial trans fat even in yeast dough or cake batter may be used/stored/distributed by a food facility;
 - d. Subdivision c. (above) shall not apply to food sold/served in a manufacturer's original, sealed package; and
 - e. A food contains artificial trans fat if it contains vegetable shortening, margarine or any partially hydrogenated vegetable oil unless trans fat content is less than .5 grams per serving CRFC 114377;12.6(a)(b1)(b2)(c)(d).
15. Frozen meals produced in a nutrition services provider kitchen shall:
- a. Be packaged and frozen within two (2) hours of the end of food production, according to the requirements of the California Retail Food Code (CRFC);
 - b. Have temperatures taken and recorded at the end of food production, at the time of packaging and throughout the freezing process. Temperatures shall be recorded and kept on file by the caterer and the nutrition services provider for audit;
 - c. Be packed in individual trays, tightly sealed, and labeled with the date, contents and instructions for storage and reheating;
 - d. Be frozen throughout storage, transport, and delivery to the home delivered meal participant; and
 - e. Be discarded according to the USDA and FDA guidelines;
16. Ensure participants receive written instructions in the language of the majority of the participants for handling and reheating of the meals;
17. A yearly written plan for a minimum of four quarterly staff/volunteer training sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
- a. The AAS registered dietitian must approve the training curriculum;
 - b. Training topics must include at a minimum: food safety, prevention of food-borne illness, Hazard Analysis and Critical Control Points (HACCP) principles, accident prevention, fire

- safety, first aid, choking, emergency procedures, and earthquake preparedness;
 - c. Three of the training sessions must include food safety and sanitation principles;
 - d. The training plan shall identify who is to be trained, who will conduct the training, content of training and when it is scheduled; and
 - e. Documentation of training must include attendees' evaluations and attendance records;
- 18. A yearly written plan for a minimum of four quarterly participant nutrition education sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
 - a. The AAS registered dietitian must approve the training curriculum;
 - b. Documentation of sessions must include attendees' evaluations and attendance records;
 - c. Printed material may be used as the sole nutrition education component for the HDM participants. However, a menu that has been annotated to include caloric counts and sources of various nutrient can not be counted as Nutrition Education;
- 19. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) "Illnesses" or (b) lesions/wounds to their site manager;
- 21. Participate in Site Manager's / HDM Coalition meetings;
- 22. Report service units and request reimbursement for HDM and SHDM as two separate programs;
- 23. County Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the County that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, County policies and procedures must guarantee the following:

- a. Inspection of non-food preparation nutrition sites at least every other year;
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions; and
 - c. Inspection of central kitchens sites annually;
24. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
- a. Means tests shall not be used by any contractor for any Title III or Title VII Services;
 - b. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
 - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
 - d. Each service provider will:
 - (1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - (2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - (3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
 - (4) Establish appropriate procedures to safeguard and account for all contributions;
 - (5) Donation letters may not resemble a bill or a statement [OAA §315(b)];
 - (6) Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)];
25. Utilize appropriate verbiage in written materials (such as newsletters, menus, newspapers, websites, flyers, publications, etc.) by avoiding the use of language that implies a price or fee for the meal. If there is reference to a dollar amount for a meal, the words "suggested donation" or "suggested contribution" must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance;
26. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
27. Proof of age or citizenship shall not be required as a condition of

receiving services; and

28. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.

To receive **Supplemental Home Delivered Meals (SHDM), a non-OAA funded program**), an individual must meet all of the following criteria:

1. Be an adult between the ages of 18 – 59 with a disability;
2. Be homebound because of incapacitating disability and/or illness;
3. Lack needed caregiver assistance from family or other resources that can aid in the provision of meals;
4. Be able to live at home if meals are provided, but unable to prepare or obtain nutritious meals;
5. Be assessed with a nutritional risk rating of 6+ (per the California Department of Aging definition); and
6. Participants will be required to pay for a portion of each meal.

The SHDM program will follow the same guidelines as the HDM program, with the exception of the eligibility criteria listed above.

IV. INFORMATION AND ASSISTANCE PROGRAM

The Information and Assistance (I&A) Program is available to any older adult age sixty (60) years of age and over and any person eighteen (18) and above with a disability, family members, friends or service providers seeking information and/or assistance to help with the target population. The following reflects the requirements for Title III clients, however contractors are expected to follow similar guidelines in providing information and assistance for adults with disabilities.

A. Units of Service

Funding Period A, July 1, 2013 through September 30, 2013: Contractor agrees to provide 1,513 contacts of information and assistance services.

Funding Period B, October 1, 2013 through June 30, 2014: Contractor agrees to provide 4,538 contacts of information and assistance services.

B. Unit Definitions

Information and Assistance means a service that: A) provides individuals with information and services available within the communities; B) links individuals to the services and opportunities that are available within the communities; and C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site “hits” are to be counted only if information is requested and supplied and the requirement in C) are satisfied. “Maximum extent practicable” includes offering a follow-up call to all individuals who were linked to a service. Individuals can remain anonymous and may refuse a follow-up call.

A contact is a face-to-face or telephone interaction for up to fifteen (15) minutes. Follow-up activities will be considered a separate contact and shall be reported as such.

Unit of Service: One (1) contact

C. Program Requirements

Program Requirements means Title III program requirements found in the [OAA, 42 United State Code §§ 3001-3058; 45 Code of Federal Regulations, XIII, 1321; California Code of Regulations (CCR), Title 22 § 7000 et seq; and California Department of Aging (CDA) Program Memoranda].

Title IIIB (Supportive Services) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).

Eligible Service Population for Title III (except for Title IIIE) means individuals sixty (60) years of age or older with emphasis on those in economic and social need with particular attention to low-income minority individuals, older individuals with Limited English Proficiency and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E)] [California Code Regulations (CCR), Title 22 §§ 7125, 7127, 7130 and 7135].

Priority Services means those services associated with access to services (transportation, outreach, information and assistance and case management); in-home services including supportive services for families of older individuals with Alzheimer’s disease and related disorders involving

neurological and organic brain dysfunction; and legal assistance.

Contractor agrees to:

Resource File and Printed Directory

1. Develop, maintain, and use an accurate, up-to-date resource file that contains information on available community resources, including information on assistive technology. The development and maintenance of this resource file(s) will be accomplished in conjunction with AAS;
2. Annually survey, in coordination with Aging and Adult Services, the social/human services available to older individuals in the community and compile and maintain a list of and information about those services including but not limited to the following:
 - a. Name, address and telephone number of the service provider;
 - b. Hours and days that the service provider is open for business;
 - c. Type of service(s) being provided;
 - d. Eligibility requirements for receipt of service(s);
 - e. Area served;
 - f. Application procedure to receive service(s);
 - g. Transportation available;
 - h. Wheelchair accessibility for individuals with disabilities; and
 - i. Language(s) spoken;
3. Have procedures to respond to interim information changes as the changes become known to the provider, in addition to the annual survey specified above;
4. Assist AAS in the development of any printed or online I & A directory for public distribution;

Information and Assistance

1. Contractor shall provide information and assistance to all older individuals in San Mateo County, with primary responsibility for the South County Community Service Area III which includes the cities of Atherton, Belmont, East Palo Alto, Menlo Park, Portola Valley, Redwood City, San Carlos, and Woodside.
2. Information means current facts and data including data on assistive technology ranging from a provider's name, telephone number and address to detailed data about community service systems, agency

policies and procedures for application [CCR, Title 22 § 7533 (b)(1)].

3. Assistance means any of the following [CCR, Title 22 § 7533 (2)A-D]:
 - a. Assessing the needs of the inquirer;
 - b. Identifying appropriate and alternative resources to meet the inquirer's needs;
 - c. Specifying entities known to be suppliers of the products and/or services required to meet the identified needs; and
 - d. Referring and actively participating in linking the inquirer to needed services.
4. The main entry point to services within a planning and service area is the Title IIIB I & A Program. I & A staff assess individuals' needs and links them to local services or provides referrals to programs in other communities. In addition, I & A staff work with local agencies on disaster planning and preparedness activities to address the needs of older adults during local or statewide disasters.
5. The I & A Program consists of information and referral services to older individuals on a variety of services such as food programs, public benefits, legal services, case management, transportation, housing and other issues as requested. In addition, the program staff are required to follow-up with consumers to ensure that when referrals are made, consumers actually receive the appropriate service. If additional referrals and/or advocacy are needed the staff will continue to work with consumers to resolve problems.
6. I & A provider(s) shall intervene on behalf of the older individual to assist in establishing eligibility for a needed service provided the older individual has given permission for the I & A provider to do so.
7. I & A provider(s) shall work closely with community legal and ombudsman programs established under federal law to assist older individuals in accessing advocacy services.
8. I & A providers shall serve as a resource to and coordinate with other community I & A projects and with all other supportive services available in the community to enhance the accessibility and efficiency in delivery of services to older individuals.

Access

1. When I & A services are provided in a facility the following criteria shall apply. The facility shall:

- a. Be open during the hours provided for as negotiated between AAS and the contractor;
 - b. Provide individuals with the requested service(s) no later than one working day after the individual's visit to the I & A facility;
 - c. Provide privacy when interviewing individuals to ensure confidentiality of information;
 - d. Be accessible to older adults and individuals with disabilities;
 - e. Be conveniently located near public transportation and have parking available in the vicinity; and
 - f. Be equipped with a telephone system, office, equipment and furniture.
2. When I & A services are provided through a telephone answering system the following criteria shall apply:
- a. The I & A telephone line shall be available to callers between 8:00 a.m. – 5:00 p.m., Monday through Friday;
 - b. The I & A provider shall attempt to make contact with any caller who leaves a message no later than one working day from the date the message was left;
 - c. The contact shall be made by telephone if a return telephone number is included in the message; and
 - d. If only a return address is provided the contact shall be in the form of a written response.

Follow-up

1. Follow-up shall consist of contacting either of the following as appropriate within thirty (30) days of the referral to ascertain if the older individual's service needs were met.
 - a. First an attempt shall be made to contact the older individual or person acting on behalf of the older individual, or
 - b. If contact with the person specified in (a.) cannot be made, the entity(ies) to which the older individual is referred shall be contacted.

2. If the follow-up is conducted with the entity(ies) to which the older individual was referred and reveals that the entity(ies) was (were):
 - a. Able to provide the needed service(s). Then record the result of the follow-up in accordance with item 3 below.
 - b. Unable to provide the needed service(s). The provider shall:
 - (1) Confirm the types of services the entity(ies) provides;
 - (2) Ascertain the service(s) the older individual requested/needed; and
 - (3) Attempt to provide another referral if appropriate to the older

individual.

3. Contractor shall record and take action on the follow-up by maintaining either a manual or a computer file system to record the outcome of the referral. In addition the provider shall:
 - a. Update the information in the resource directory to reflect any changes in the service(s) being provided; and
 - b. Delete the names of organizations which are no longer in operation.

Multilingual Services

1. In areas where a substantial number of older adults as determined by AAS do not speak English as their primary language, the contractor shall have available a sufficient number of qualified bi/multilingual persons to ensure the provision of services. Both paid staff and volunteers and/or other interpretive services may satisfy this provision.
2. I & A providers shall claim bi/multilingual capabilities or advertise as a bi/multilingual service only if either of the following conditions are met:
 - a. Bi/multilingual service staff or volunteers are available during all of the hours that I & A services are available, or
 - b. The provider advertises the hours during which bi/multilingual services are available.

Confidentiality

1. Contractor, contractor's staff and/or volunteers shall not disclose any information about an older individual or information obtained from an older individual which in any way identifies that older individual without the written consent of the older individual or of that older individual's legal representative unless the disclosure is required by court order or for program monitoring by authorized federal, State or local monitoring agencies.
2. Protected information is to remain in a secure, locked file and/or in the case of computerized information system, password-secured or otherwise protected to protect the confidentiality of the client's records.

Publicity

1. Contractor shall publicize the availability of the services to individuals within the County. The publicity at a minimum shall include:
 - a. Name of the provider and telephone number for client use;
 - b. Services offered; and

- c. Hours and days of operation.
2. Contractor shall be listed in the telephone directory in the geographical area it serves as follows:
 - a. White Page listing – SENIORS' INFORMATION or any other title commencing with the word SENIOR or SENIORS; and
 - b. Yellow Page listing – SENIORS' Services and ORGANIZATIONS.

Staffing

1. Contractor shall recruit management and staff who are experienced in I & A services and who demonstrate the ability to:
 - a. Communicate clearly both orally and in writing to older individuals and to organizations in the community;
 - b. Understand and assess the needs of older individuals in delivering I & A services; and
 - c. Inform older individuals of the services available and assist them in utilizing these services.
2. Contractor may use volunteers to augment but not to replace paid staff.
3. Contractor's staff/volunteers shall:
 - a. Maintain the resource file specified and keep the information current;
 - b. Provide I & A to inquirers;
 - c. Follow-up in cases where referrals have been made; and
 - d. Collect statistical data on clientele to document the types of referral services that are in the highest demand.
4. Management and supervisory staff are to perform the following:
 - a. Determine number of staff including paid staff and volunteers required and the hours staff shall work;
 - b. Train paid staff and volunteers;
 - c. Implement personnel policies and practices including personnel evaluations of paid staff and volunteers at least annually; and
 - d. Provide new paid staff and volunteers with an orientation in federal law and the I & A principles.

Training

1. Contractor shall maintain a written plan for the provision of training to paid staff and volunteers. The training plan shall include elements of

both:

- a. Familiarize both paid staff and volunteers during orientation with the OAA; and
 - b. Define the role, purposes and function of the I & A service, the governing body and the administrative structure and policies of the service.
2. I & A staff shall have written procedures in place and should be trained at least annually on how to handle emergencies. As specified in CCR, Title 22, Division 1.8, Chapter 4, Article 2, § 7547, the training shall consist of:
- a. Familiarity with telephone numbers of fire, police and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises;
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance; and
 - c. Making written emergency procedures and instructions available to all staff that have contact with older individuals or persons with disabilities.

Contributions

1. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA § 315(b)]:
 - a. Means tests shall not be used by any contractor for any Title III or Title VII services;
 - b. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
 - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive; and
 - d. Each service provider will:
 - (1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - (2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - (3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
 - (4) Establish appropriate procedures to safeguard and account for all contributions;
 - (5) Donation letters may not resemble a bill or a statement [OAA § 315(b)]; and
 - (6) Individual client's donations shall not be tracked by accounts receivable [OAA § 315(b)(4)(C)].

2. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County.
3. Proof of age or citizenship shall not be required as a condition of receiving services.
4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.

Data Reporting

1. Monthly, quarterly and annual reports of data including units of service, client counts, demographics and other data as required by AAS and/or the CDA will be expected to be completed and submitted in a timely manner on required forms.

Program Changes

1. AAS shall be notified in writing and approve of (at least thirty (30) days in advance of implementation) any plan for change in the service resulting from the relocation of a facility, a route change or termination, reducing the number of service days and hours of operation or change in staff.

SCHEDULE B – AMENDMENT FOUR

SELF HELP FOR THE ELDERLY

FY 2013-14 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) programs: a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, Home Delivered Meals and Supplemental Home Delivered Meals Programs, and an Information and Assistance Program. Services described in this Schedule B reflect program funding and payment method during fiscal year July 1, 2013 through June 30, 2014. The funding and payment periods herein referred to as Funding Period A includes July 1, 2013 through September 30, 2013; Funding Period B includes October 1, 2013 through June 30, 2014; Funding Period C includes July 1, 2013 through March 31, 2014; Funding Period D includes February 1, 2014 through June 30, 2014, and Funding Period E includes April 1, 2014 through June 30, 2014. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. CONGREGATE NUTRITION PROGRAM

Funding Period A, July 1, 2013 through September 30, 2013: AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$11,821 for meals/baseline services and \$25 for nutrition education in Title III C1 OAA funds, and \$1,914 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

Funding Period B, October 1, 2013 through June 30, 2014: AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$35,064 for meals/baseline services and \$75 for nutrition education in Title III C1 OAA funds, and \$6,141 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2013 through June 30, 2014, shall not exceed FIFTY-FIVE THOUSAND AND FORTY DOLLARS (\$55,040).

II. a. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

Funding Period C July 1, 2013 through March 31, 2014: AAS will pay Contractor in consideration of HICAP services rendered \$83,454 in Insurance Fund Reimbursement, \$41,715 in State HICAP Funds, \$63,860 in Federal SHIP funds, and \$46,716 in One-Time-Only Federal SHIP Funds.

Funding Period E April 1, 2014 through June 30, 2014: AAS will pay Contractor in consideration of HICAP services rendered \$27,819 in Insurance Fund Reimbursement, \$13,903 in State HICAP Funds, \$30,845 in Federal SHIP funds.

II. b. Funding Period D February 1, 2014 through June 30, 2014: AAS will pay Contractor in consideration of Financial Alignment HICAP services rendered \$23,589 in Financial Alignment Federal Trust Funds.

The maximum reimbursement for the HICAP in Insurance Fund Reimbursement, State HICAP Funds, and Federal SHIP funds during Funding Period C, July 1, 2013 through March 31, 2014, shall not exceed TWO HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS (\$235,745), Financial Alignment Federal Trust Funds during Funding Period D, February 1, 2014 through June 30, 2014, shall not exceed TWENTY THREE THOUSAND FIVE HUNDRED EIGHTY NINE DOLLARS (\$23,589), and Insurance Fund Reimbursement, State HICAP Funds, and Federal SHIP funds during Funding Period Period E, April 1, 2014 through June 30, 2014, shall not exceed SEVENTY TWO THOUSAND FIVE HUNDRED SIXTY SEVEN DOLLARS (\$72,567).

III. a. HOME DELIVERED MEALS PROGRAM (formerly known as MEALS ON WHEELS PROGRAM)

Funding Period A, July 1, 2013 through September 30, 2013: AAS will pay Contractor in consideration of Home Delivered Meals (HDM) Program services rendered \$5,092 for meals/baseline services, \$25 for nutrition education and \$25 for nutrition counseling in Title III C2 OAA funds, and \$1,008 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

Funding Period B, October 1, 2013 through June 30, 2014: AAS will pay Contractor in consideration of Home Delivered Meals (HDM) Program services rendered \$16,276 for meals/baseline services, \$75 for nutrition education and \$75 for nutrition counseling in Title III C2 OAA funds, \$2,024 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds, and \$6,300 in One Time Only funds.

The maximum reimbursement for HDM Program services in Title IIIC2 OAA and NSIP funding during the contract term July 1, 2013 through June 30, 2014, shall not exceed THIRTY THOUSAND NINE HUNDRED DOLLARS (\$30,900).

III. b. SUPPLEMENTAL HOME DELIVERED MEALS PROGRAM (formerly known as

SUPPLEMENTAL MEALS ON WHEELS PROGRAM)

Funding Period A, July 1, 2013 through September 30, 2013: AAS will pay Contractor in consideration of Supplemental Home Delivered Meals (SHDM) Program services rendered \$900 in MOW Trust funds.

Funding Period B, October 1, 2013 through June 30, 2014: AAS will pay Contractor in consideration of Supplemental Home Delivered Meals (SHDM) Program services rendered \$2,700 in MOW Trust funds.

The maximum reimbursement for SHDM Program services in MOW Trust funding during the contract term July 1, 2013 through June 30, 2014, shall not exceed THREE THOUSAND SIX HUNDRED DOLLARS (\$3,600).

IV. INFORMATION AND ASSISTANCE (I & A)

Funding Period A, July 1, 2013 through September 30, 2013: AAS will pay Contractor in consideration of I & A services rendered \$6,807 in OAA IIIB funds.

Funding Period B, October 1, 2013 through June 30, 2014: AAS will pay Contractor in consideration of I & A services rendered \$20,422 in OAA IIIB funds.

The maximum reimbursement for the I & A Program in Title IIIB OAA funding during the contract term July 1, 2013 through June 30, 2014, shall not exceed TWENTY SEVEN THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$27,229).

V. COUNTY GENERAL FUNDS FOR GENERAL PROGRAM SUPPORT

Funding Period A, July 1, 2013 through September 30, 2013: AAS will pay Contractor in consideration of general program support \$4,029 in County General Funds.

Funding Period B, October 1, 2013 through June 30, 2014: AAS will pay Contractor in consideration of general program support \$34,652 in County General Funds.

The maximum reimbursement for general program support in County General Funds during the contract term July 1, 2013 through June 30, 2014, shall not exceed THIRTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-ONE DOLLARS (\$38,681).

Contractor agrees to the following for all programs:

- A. Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
- Mileage - <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
 - Per Diem (meals and incidentals) - <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
 - Lodging - <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;
- G. Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
 - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
1. The required minimum program matching contributions for Title III B, III C, and III D is 10.53 percent;
 2. The required minimum program matching contributions for Title III E is 25 percent;

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E; and
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), 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;
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. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

M. **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;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2014, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2014 will be due by July 7, 2014, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **October 15, 2013 for Funding Period A and July 23, 2014 for Funding Period B and Funding Period D.**

Documentation should include the following:

- General ledger of expenditures for the contracted program;
 - Applicable payroll register;
 - Lease agreements and allocation percentage for rent cost;
 - Equipment invoices;
 - Vendor invoices for large purchases; and
 - CDA 32 form – Report of property furnished/purchased.
- R. Expenditures of One-Time Only SHIP funds must be consistent with SHIP grant Terms and Conditions and previously submitted line item budgets.
- S. The minimum that must be expended for Mental Health Pharmaceutical Benefits Counseling/Outreach/Education is \$3,697.
- T. The final date to submit budget revisions is April 17 of the contract period unless otherwise specified by the County.
- U. “Data Universal Numbering System (DUNS) number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.
- V. Funds from this Agreement are not allowed to be used for facility construction or repair.

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly is \$445,070 in OAA, NSIP, and HICAP funds, \$3,600 in MOW Trust funds and \$38,681 in County General Funds for general program support for a total amount of FOUR HUNDRED EIGHTY SEVEN THOUSAND THREE HUNDRED FIFTY ONE DOLLARS (\$487,351) for the contract term July 1, 2013 through June 30, 2014.

SCHEDULE C

SELF HELP FOR THE ELDERLY

FY 2013-14 MI-1314 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program: Health Insurance Counseling And Advocacy Program, MI-1314 Medicare Improvements for Patients and Providers Act services, standards, and regulations described in this Schedule C reflect program performance requirements during fiscal year July 1, 2013 through June 30, 2014, and Funding Period E April 1, 2014 through June 30, 2014. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring will be conducted annually and onsite in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

I. **HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) MI-1314 Medicare Improvements For Patients And Providers Act (MIPPA)**

A. Units of Service

Contractor shall make every effort to assist in expanding Medicare beneficiary enrollment in the Prescription Drug Benefit Low-Income Subsidy (LIS) program, the Medicare Savings Program (MSP), and Medicare Part D, expand outreach and enrollment efforts related to Medicare Part D in rural areas, and expand outreach activities related to preventing disease and promotion wellness.

B. Definitions

Aging and Disability Resource Center (ADRC) means a program that helps older adults and individuals with disabilities make informed decision about their service and support options, and serves as a single point of entry to the long-term care system. ADRCs were established through a collaborative effort of the U.S. Administration on Community Living (ACL) and the Centers for Medicare & Medicaid Services (CMS).

Benchmark means a measure of best performance. Benchmarking is generally used to see how an organization compares to others engaged in a similar business or activity. It involves learning about and adopting best practices to bring about improvements in performance. Benchmarking involves qualitative or quantitative comparison of performance with other parts of an organization, in this case, comparison of one SHIP against others or comparison of one SHIP against itself at a previous point in time to indicate whether or not improvement has been made. Benchmarks should be set at a high, but attainable level.

Eligible Service Population means individuals defined as Medicare eligible beneficiaries likely to be qualified for the Medicare Part D Low-Income Subsidy (LIS), Medicare Savings Program (MSP), and the Medicare Part D Prescription Drug Program, including individuals in rural areas.

Enhanced Outreach means outreach activities 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).

Enrollment Assistance means assistance to beneficiaries in completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.

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.

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.

Low Income Subsidy (LIS) means financial assistance with Part D premiums and cost sharing for certain low-income Medicare beneficiaries referred to as the low-income subsidy.

Medicare Improvements For Patients And Providers Act (MIPPA) of 2008 means legislation which 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.

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.”

Medicare Saving Program (MSP) means as of January 1, 2010, low-income Medicare beneficiaries who do not qualify for Medi-Cal may be enrolled in one of three MSPs that will automatically provide these individuals with the LIS. The MSPs include the following: Qualified Medicare Beneficiaries (QMB); Specified Low-Income Medicare Beneficiaries (SLMB); and Qualified Individuals (QI).

Performance Measure means a quantitative or qualitative measure to help assess a program towards an outcome or a goal.

Performance Target means quantifiable goal to reach for performance improvement. For example, a target could be set at a certain percentage above the nationwide or cluster median, or within a certain quartile.

Program Income means revenues generated by the Contractor or subcontractor from contract-supported activities. Program income is:

1. Voluntary contributions received from a participant or responsible party as a result of services.
2. Income from usage or rental fees of real or personal property acquired with funds provide under this Agreement.
3. Royalties received on patents and copyrights from contract-supported activities.
4. Proceeds from sale of items fabricated under a contract agreement.

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.

State and **Department** mean the State of California and the California Department of Aging (CDA) interchangeably.

State Health Insurance Assistance Program means a national program supported by the federal Centers for Medicare and Medicaid Services (CMS) 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. The California SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP).

Subcontractor and/or **vendor agreement** means a subcontract and/or vendor agreement supported by funds from this agreement.

Subcontractor or **vendor** means the legal entity that receives funds from the Contractor to provide direct services identified in this agreement.

Urban means all territory, population and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 of 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.

C. General Provisions

1. The Scope of Work shall be performed by the Contractor which may include, but not be limited to, the HICAP and the Aging and Disability Resource Center (ADRC), where applicable.
2. All MI-1314 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 they must meet performance benchmarks as specified by the CDA.

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

1. Provide enhanced outreach and enrollment assistance to eligible Medicare beneficiaries regarding their benefits and include activities aimed at preventing disease and promoting wellness; provide more intensive outreach and enrollment assistance to eligible individuals residing in rural areas and individuals in other areas who may be eligible for the LIS or MSP;

Assume the lead responsibility with Aging and Adult Services (AAS) for developing, updating, and implementing the local MI-1314 MIPPA Project Plan, which is hereby incorporated by reference, that delineates how the AAAs, HICAPs, and ADRCs (where applicable) will coordinate their efforts and resources to achieve the performance objectives identified by CDA;

2. Work with local aging network resources (e.g., including but not limited to home-delivered meals providers, nutrition centers and Information and Assistance) and community partners (including but not limited to general health and mental health clinics, county Medi-Cal offices and local Social Security Administration offices), making every effort to provide enhanced outreach to eligible Medicare beneficiaries regarding their benefits and enhanced outreach to individuals who may be eligible for the LIS and/or for the MSP;
3. Prepare and submit the M-1314 related budget(s) and Closeout(s) to the County;
4. Conduct enhanced outreach activities in coordination with the County to assist Medicare beneficiaries in applying for the LIS and MSP programs and Medicare Part D, with a high priority to rural areas.
5. Work collaboratively with the County to reach the required performance goals:
 - a. Submit the first six-month narrative progress report to AAS by April 10, 2014.
 - b. Submit the final six-month narrative progress report to AAS by October 10, 2014.
 - c. Both narrative reports shall specify how the contract funds were used, progress to date in achieving MI-1314 MIPPA Project Plan objectives, barriers encountered, and steps taken to overcome these barriers;

Contractor shall assure:

1. Compliance with all standards and regulations identified in **Medicare Improvements For Patients And Providers Act (MIPPA) of 2008**;
2. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 74 and 45 CFR, part 92, "Procurement Standards;" and
3. Compliance with all standards and regulations identified in **Medicare Prescription Drug Improvement and Modernization Act of 2003 (also known as the "Medicare Modernization Act" or "MMA")**.

Self Help for the Elderly – Amendment Four – Schedule C

D. Performance Benchmarks

1. CDA has established aggregate benchmarks to be achieved by each AAA for their Planning and Service Area. The Contractor shall assist in attaining the established AAA benchmarks through collaboration with the County.

E. Data Reporting and Collection

1. The Contractor is required to collect and report data to the County as required by CDA and the County.
2. The Contractor shall assure that all performance data reports submitted are timely, complete, accurate and verifiable; using CDA approved reporting procedures and timelines.
3. MI-1314 MIPPA Data Reports will include aggregate data from each reporting entities (i.e., AAA, HICAP, ADRC) that directly assisted Medicare beneficiaries in submitting an application for Medicare Part D, the LIS or the MSP benefit.
4. MI-1314 MIPPA Data Reports will be submitted via e-mail to CDA at hicapteam@aging.ca.gov and are due by April 10, July 10, and October 10, 2014.
5. The County reserves the right to modify performance reporting terms and conditions to assure compliance with Federal government guidelines and requirements.
6. AAAs, ADRCs, and HICAPs may subcontract enhanced outreach activities to other community based organizations as necessary.
7. The Contractor will 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 as specified in this agreement.
8. The Contractor will meet measurable performance goals. Performance data that must be submitted includes, but is not limited to:
 - a. The number of LIS applications submitted;
 - b. The number of MSP assistance sessions completed;

- c. The number and type of LIS/MSP outreach events conducted during the project period, including the number conducted in rural areas, and the number of estimated attendees;
- d. The number of LIS / MSP enrollment events conducted during the project period and number of estimated attendees;
- e. The number of training and technical assistance sessions held for ADRC, AAA, and 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;
- f. The number and type of prevention and wellness outreach events conducted, and the number of individuals reached at those events;

F. Appeal Process

- 1. Contractor may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within thirty (30) days of CDA's notice of adverse determination.
- 2. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to MI-1314 MIPPA funds using the appeal process established in Title 22 CCR, Sections 7700 through 7710.
- 3. Appeal costs or costs associated with any court review are not reimbursable.

G. Specific Terms and Conditions

- 1. This agreement is subject to the requirements applicable under the Medicare Improvements for Patients and Providers Act of 2008, Section 119, PL 110-275, as amended by Section 3306 of the Patient Protection and Affordable Care Act of 2010 and Section 610 of the American Taxpayer Relief Act of 2012.
- 2. This Agreement is subject to the requirement of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

3. Contractors awarded funds made available under this Agreement shall promptly refer to the Health and Human Services (HHS) Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>.
4. The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321-7328) and State or local officers or employees (5 U.S.C. 1501-1528). “State or local officer or employee” means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grant made by the United States or a Federal Agency. Certain State education or research institutions are excluded from this definition.
5. Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.” This guidance, which is available at <http://www.hhs.gov/ocr/lep/reviselep.html>, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.
6. Under the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR part 237-254).

8. As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Termination

This Schedule C includes Termination and Transition Terms and Conditions in addition to those previously identified in the Agreement portion of this contract.

A. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by the County, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Contractor shall:

1. Stop work as specified in the Notice of Termination;
2. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;
3. Terminate all subcontracts to the extent they relate to the work terminate; and
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purpose of this clause).

B. Voluntary Termination of MIPPA Agreement

Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the County or upon 30 days written notice to the County.

In case of voluntary termination, the Contractor shall allow the County up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with this Agreement.

In the event of a termination, the County will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

Transition Plan

The Contractor shall submit a transition plan to the County for approval within 10 days of a written Notice of Termination by the County or Notice of intent to Terminate by the Contractor. The transition plan must be approved the County prior to implementation and shall at a minimum include the following:

- A. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new contractor;
- B. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new contractor;
- C. A description of how clients will be notified about the change and how their services will be continued;
- D. A description of how communications with other HICAP sites, ADRCs (where applicable), local agencies and advocacy organizations may be made to assist in locating alternative services as needed;
- E. A description of how community referral sources will be informed of the change of contractor and the continuation of services;
- F. A description of how sensitive, confidential records, including personal health information, will be transferred to ensure adequate protection of the records;
- G. A description of the qualifications of the requisite staff that would ensure continued provision of services through the term of the existing contract;
- H. A plan that specifies a timeline for the transition;
- I. A plan to conduct a property inventory and transfer, or return to the County, all equipment purchased with this Contract funds as directed by the County; and
- J. Additional information as necessary to effect a safe transition of clients from the outgoing contractor to the new Contractor.

The Contractor shall implement the transition plan as approved by the County.

The County will monitor the Contractor's progress in carrying out all elements of the transition plan.

SCHEDULE D

SELF HELP FOR THE ELDERLY

FY 2013-14 MI-1314 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT DESCRIPTION OF SERVICES FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): Health Insurance Counseling Advocacy Program, MI-1314 Medicare Improvements for Patients and Providers Act. Services described in this Schedule D reflect program funding and payment methods during fiscal year July 1, 2013 through June 30, 2014; Funding Period E April 1, 2014 through June 30, 2014. These programs shall operate in accordance with the California Department of Aging and/or State licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

I. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) MI-1314 Medicare Improvements For Patients And Providers Act (MIPPA)

AAS will pay the Contractor in consideration of HICAP MIPPA Program services rendered through MI-1314 MIPPA funds.

The maximum reimbursement through MI-1314 MIPPA funds for the HICAP during the Funding Period E April 1, 2014 through June 30, 2014 shall not exceed TWELVE THOUSAND FIVE HUNDRED ELEVEN DOLLARS (\$12,511).

Expenditure of Funds

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
- B. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
 - Mileage -
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
 - Per Diem (meals and incidentals) -
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
 - Lodging -
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (CCR, Title 2 Section 599.615 et seq.)

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

Accountability for Funds

The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

Financial Management Systems

Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR, Section 92.2-0 (governmental) or 45 CFR, Section 74.21 (nonprofits):

- a. Financial Reporting
- b. Accounting Records
- c. Internal Control
- d. Budgetary Control
- e. Allowable Costs
- f. Source Documentation
- g. Cash Management

Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the County immediately upon written demand, any funds provided under this Agreement which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

Availability of Funds

It is understood between the parties that this Agreement 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 Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the County by the State and United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

Payment for performance by the Contractor is contingent upon appropriation by the Legislature or Congress for the purposes of this contract and approval of an itemized Budget. No legal liability on the part of the County for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

Funding Reduction(s)

- A. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the County shall have the option to either:
 - Terminate the Contract pursuant to Termination agreement per this agreement or;
 - Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.
- B. In the event that the County elects to offer an amendment, it shall be mutually understood by both parties that the County shall determine at its sole discretion the amount that any or all of the contract shall be reduced for the fiscal year.

Interest Earned

Contractor may keep interest amounts earned on advances of federal funds up to \$250 for non-profit organizations for administrative expenses. Interest earned above the stated limited shall be remitted at least quarterly to AAS.

Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.

Nonprofit entities shall maintain advances of federal funds in interest bearing accounts, unless (A), (B), or (C) apply:

- A. The recipient receives less than \$120,00 in federal awards per year;
- B. The best reasonable available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances;
- C. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

Program Income

- A. Program income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- B. Program income must be used to pay for current allowable costs of the program.
- C. Program income must be used to expand services.

Matching Contributions and Maximum Administration

- A. No match is required under the terms and conditions of this Agreement.
- B. MIPPA Administration shall be no more than 10 percent of the total MIPPA allocation.

Indirect Costs

- A. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
- B. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
- C. Indirect costs exceeding the 8% maximum may be budgeted as in-kind.

Budget and Budget Revision

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget.
- B. The Budget must set forth in detail the reimbursable items, unit rates, and extended total amounts for each line item. The Contractor's budget shall include at a minimum, the following items when reimbursable under this Agreement:
 - 1. Personnel Costs – Monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - 2. Fringe Benefits.
 - 3. Contractual Costs – subcontract and consultant cost detail.
 - 4. Indirect Costs.
 - 5. Rent - specify square footage and rate.
 - 6. Supplies.

- 7. Equipment – detailed description and unit costs.
 - 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - 9. Other Costs – A detailed list of other operating expenses.
- C. The final date to submit budget revisions is not later than 20 days prior to the end of the contract period unless otherwise specified by the County. The County will not accept any budget revision after the contract period has expired.

Monthly Reimbursement Payments

- A. The Contractor shall be reimbursed for actual cash expenditures.
- B. The Contractor shall ensure the implementation of policies and procedures developed by the County whereby the subcontractors report expenditures and request payment monthly in arrears for actual expenses incurred.
- C. The County shall pay the Contractor a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.
- D. The County reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the County to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

Audits

The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services; Administration on Aging and Centers for Medicare and Medicaid Services.

93.518	ACA MIPPA (Priority Area 2: AAAs) (Priority Area 3: ADRCs)
93.779	MIPPA (Priority Area 1: SHIP)

Expenditures will also be identified separately as separate rows on the Form SF-SAC by Catalog of Federal Domestic Assistance number, also known as CDFA number. For questions and information concerning the submission processes please visit <http://harvester.census.gov.sac/>.

Contractor shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements. The reconciliation shall be maintained and made available for County review.

Contractor agrees to the following:

- A. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- B. The Contractor will submit invoices and monthly program reports to AAS by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2014 will be due by July 7, 2014 to facilitate timely payment;
- C. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- D. Contractor must submit a final Closeout Report to the County by July 23, 2014.

Documentation should include the following:

- General ledger of expenditures for the contracted program
 - Applicable payroll register
 - Lease agreements and allocation percentage for rent cost
 - Equipment invoices
 - Vendor invoices for large purchases
 - CDA 32 form – Report of property furnished/purchased;
- E. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services; Administration on Aging and Centers for Medicare and Medicaid Services.

CFDA#	Project Title	Award #
93.071	MIPPA: Priority Area 2: AAAs	13AACAMAAA
93.779	MIPPA: MSP, LIS & Prescription Drug Enrollment Assistance through the Aging network, SHUP, and ADRCs	13AACAMADR

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly in MI-1314 MIPPA funds is a total amount of TWELVE THOUSAND FIVE HUNDRED ELEVEN DOLLARS (\$12,511) for the contract term Funding Period E April 1, 2014 through June 30, 2014.