



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: February 3, 2012
BOARD MEETING DATE: February 28, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Lisa Mancini, Director, Aging and Adult Services

SUBJECT: Amendment One to the Agreement with Self Help for the Elderly

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board to execute Amendment One to the Agreement with Self Help for the Elderly increasing the total amount by \$40,604 to \$458,312 with no change to the term of July 1, 2011 through June 30, 2012.

BACKGROUND:

On February 15, 2011, the Board approved Resolution 71270 authorizing agreement number 2M-1011-08 with the California Department of Aging (CDA) for funding under the Medicare Improvements for Patients and Providers Act (MIPPA) of 2008 for enhanced outreach and enrollment assistance to eligible Medicare beneficiaries in the amount of \$40,604 for the term of January 1, 2011 through June 30, 2012. These funds were allocated to Area Agencies on Aging Health Insurance Counseling and Advocacy Programs (HICAP) and Aging and Disability Resource Centers. An Appropriation Transfer Request in the amount of \$20,302 was included for the acceptance of the funding for the term January 1, 2011 through June 30, 2011. This Resolution also authorized the Chief of the Health System or designee to execute limited contract amendments.

On September 27, 2011, your Board authorized Resolution 71651 approving an agreement with Self Help for the Elderly and 22 other providers for Adult Day Care/Adult Day Health Care, Case Management, Congregate Nutrition, Family Caregiver Support, HICAP, Health Promotion, Home-Delivered Meals, Legal Assistance, Medication Management, Peer Counseling, Ombudsman Services, Senior Employment and Transportation. The total aggregate amount of the 23 Agreements was \$3,003,087 for the term of July 1, 2011 through June 30, 2012. This Resolution also authorized the Chief of the Health System or designee to execute limited contract amendments.

At the time the Agreement with Self Help for the Elderly was being approved the State did not know if the MIPPA funds would be rolled over into the new fiscal year. Therefore, no MIPPA funds were included in the original agreement.

On December 21, 2011, the Chief of the Health System authorized amendment 2M-1011-08-1 with CDA which shifted the unused federal funds budgeted in FY 2010-11 in

the amount of \$20,302 to FY 2011-12 for a total of \$40,604 for FY 2011-12. All other terms of the agreement remained the same.

DISCUSSION:

Aging and Adult Services (AAS) contracts with Self Help for the Elderly which is the sole provider of HICAP services. HICAP is a volunteer-supported program that provides three basic services: community education, lay counseling and advocacy related to Medicare. MIPPA funding provides additional Medicare Part D outreach which is targeted to low-income residents under the HICAP program. Self Help for the Elderly was selected to provide HICAP services through a Request for Proposals process conducted in December 2008 for the contract term July 1, 2009 through June 30, 2013.

HICAP is an integral component of California's community-based long-term care system. Medicare beneficiaries and those under 65 who are about to become eligible for Medicare or who are disabled and on Medicare are eligible for HICAP services. Those who are low-income and eligible for Medicare Part D are eligible for MIPPA funded services.

This Amendment adds federal 2 MIPPA funds to the Agreement. These funds are to be used to enhance the MIPPA services under the HICAP program and are required to be reported separately by the provider from the originally appropriated HICAP funds.

County Counsel has reviewed and approved the Resolution and Amendment as to form and content.

This Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing clients with objective health insurance counseling, advocacy and assistance. It is anticipated that 75% of HICAP/MIPPA services recipients will feel that they have gained useful knowledge and feel that their personal life has improved as a result of the services received. In FY 2010-11 Self Help for the Elderly exceeded the expectations of 75% in the following performance measures.

Performance Measures:

Measures	FY 2010-11 Actual	FY 2011-12 Projected
Percent of HICAP service recipient stakeholder survey respondents indicating that their personal life has improved as a result of services received	100%	75%*
Percent of HICAP service recipient stakeholder survey respondents indicating that they gained useful knowledge through the presentations, trainings, conferences, and resources provided	97%	75%*

* Contractor agrees to attempt to obtain at least a 75% rating of good or better from client surveys. Contractor exceeded this expectation in FY 2010-11.

FISCAL IMPACT:

The term of the Agreement remains the same, July 1, 2011 through June 30, 2012. This Amendment increases the total aggregate amount by \$40,604 in 2 MIPPA from \$417,708 to \$458,312. There is no Net County Cost associated with this action.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE
AMENDMENT ONE TO THE AGREEMENT WITH SELF HELP FOR THE ELDERLY
INCREASING THE TOTAL AMOUNT BY \$40,604 TO \$458,312 WITH NO CHANGE
TO THE TERM OF JULY 1, 2011 THROUGH JUNE 30, 2012**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, this Board has designated itself as the Area Agency on Aging (AAA) of San Mateo County to carry out programs pursuant to the Older Americans Act of 1965 (OAA); and

WHEREAS, it is necessary and desirable that the AAA administer the programs of the OAA and Health Insurance Counseling and Advocacy Program (HICAP) and the Medicare Improvements for Patients and Providers Act (MIPPA) of 2008 program which is a supplementary program of HICAP; and

WHEREAS, on February 15, 2011, this Board approved Resolution 71270 authorizing the Agreement 2M-1011-08 with the California Department of Aging (CDA) to enhancement HICAP services in the amount of \$40,604 in federal MIPPA of 2008 funds for the term January 1, 2011 through June 30, 2012; and

WHEREAS, Resolution 71270 also authorized the Chief of the Health System or designee to execute contract amendments which modify the funding amount by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so

long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, on September 27, 2011, this Board approved Resolution 71651 authorizing an Agreement with Self Help for the Elderly with 22 other Agreements for the provision of Adult Day Care/Adult Day Health Care, Case Management, Congregate Nutrition, Family Caregiver Support, HICAP, Health Promotion, Home-Delivered Meals, Legal Assistance, Medication Management, Peer Counseling, Ombudsman Services, Senior Employment and Transportation in the total aggregate amount of \$3,003,087 for the term of July 1, 2011 through June 30, 2012; and

WHEREAS, Resolution 71651 also authorized Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), for each Agreement, and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, on December 21, 2011, the Chief of the Health System authorized amendment 2M-1012-08-1 with CDA which shifted the unused federal funds budgeted in FY 2010-11 in the amount of \$20,302 to FY 2011-12 for a total of \$40,604; and

WHEREAS, Self Help for the Elderly is the only provider of HICAP services in San Mateo County; and

WHEREAS, at the time the FY 2011-12 Agreement with Self Help for the

Elderly was being approved, the State was unsure if the MIPPA funds would be available, and no MIPPA funds were included in the original FY 2011-12 Self Help for the Elderly Agreement; and

WHEREAS, both parties now wish to amend the Self Help for the Elderly Agreement increasing the aggregate amount by \$40,604, changing the maximum obligation from \$417,708 to \$458,312 for the addition of 2 MIPPA funding for HICAP to enhance outreach and enrollment assistance to eligible Medicare beneficiaries with no change to the term; and

WHEREAS, MIPPA funding must be reported by Self Help for the Elderly separately from the originally appropriated HICAP funds; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance, Amendment One to the Agreement between the County of San Mateo and Self Help for the Elderly reference to which is hereby made for further particulars, and the Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Amendment for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

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

THIS AMENDMENT TO THE 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, on September 27, 2011, by Resolution 71651, the parties entered into an Agreement for Case Management Program, Congregate Nutrition Program, Health Insurance Counseling and Advocacy Program, and Meals on Wheels and Supplemental Meals on Wheels Programs services in the aggregate amount of \$417,708 for the term July 1, 2011 through June 30, 2012; and

WHEREAS, the parties now wish to amend the Agreement to include the Medicare Improvements for Patients and Providers Act (2MIPPA) services and increase the aggregate total by \$40,604 to \$458,312 with no change to the term: July 1, 2011 through June 30, 2012.

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

1. Section 1 is amended to read as follows:

1. Exhibits and Attachments:

The following exhibits and attachments are included hereto and incorporated by reference herein:

Schedule – A FY 2011-2012 Description of Services

Schedule – B FY 2011-2012 Fiscal Summary

Schedule – C FY 2011-2012 2 Medicare Improvements for Patients and
Providers Act Description of Services

Schedule – D FY 2011-2012 Medicare Improvements for Patients and Providers
Act Fiscal Summary
Attachment H – HIPAA Business Associate requirements
Attachment I -- § 504 Compliance

2. Section 2 is amended to read as follows:

1. **Services to be Performed by Contractor**

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

3. Section 3 is amended to read as follows:

3. **Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedules A and C, County shall make payment to Contractor based on the rates and in the manner specified in Schedules B and 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 FIFTY-EIGHT THOUSAND THREE HUNDRED TWELVE DOLLARS (\$458,312).

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 the 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.

The Contractor will submit invoices and monthly program reports to Aging and Adult Services (AAS) by the tenth (10th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the AAS approved reporting procedures. 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 2012 will be due by July 5, 2012, to facilitate timely payment.

4. **All other terms and conditions of the Agreement dated September 27, 2011, between the County and Contractor shall remain in full force and effect.**

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: _____

SCHEDULE C

SELF HELP FOR THE ELDERLY

FY 2011-2012 2 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, 2 Medicare Improvements for Patients and Providers Act (2MIPPA) services, standards, and regulations described in this Schedule C reflect program performance requirements during fiscal year July 1, 2011 through June 30, 2012. 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) 2 Medicare Improvements For Patients And Providers Act (2MIPPA)**

A. Units of Service

Contractor shall make every effort 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.

B. Definitions

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 OAA Outreach Funds).

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.

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 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).

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 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).

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.

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

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.

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.

C. General Provisions

1. The Scope of Work shall be performed by the Contractor which shall include, but not be limited to, the HICAP and the Aging and Disability Resource Center (ADRC), where applicable.
2. All MIPPA contract and subcontract activities must be over and above those related activities provided through other funding sources (e.g., OAA funding and the basic federal HICAP funds) and must meet performance benchmarks as specified by the CDA.

Contractor agrees to:

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.

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 Area Agency on Aging (AAA) 2MIPPA related budget 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.
6. Participate on the MIPPA Statewide Steering Committee.
7. Test on-line and other tools being developed by the National Resource Center and provide feedback to the Steering Committee on the applicability of these products.
8. Assist in developing (and updating) and implementing the local 2MIPPA Project Plan that delineates how AAS and HICAP will coordinate their efforts and resources to achieve their performance objectives.

Contractor shall assure:

1. Compliance with all standards and regulations identified in Article I, Section B above.
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."

D. Performance Benchmarks

1. The Contractor shall assist in attaining the established AAA benchmark: 208 LIS / MSP applications.

E. Data Reporting and Collection

1. The Contractor is required to collect and report data to the County as required by CDA.
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. 2MIPPA 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. 2MIPPA Data Reports will be submitted via e-mail to CDA at datateam.reports@aging.ca.gov and are required on a monthly basis on the 20th of every month following the month of service during the term of the contract in order to meet CMS and AoA reporting requirements. The reporting timetable will be posted to the CDA website.
5. AAS 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 assure the protection of confidentiality of all project-related information that identifies individuals.
8. The Contractor will meet measurable performance goals. Performance data that must be submitted includes, but is not limited to:
 - a. Number of consumers assisted in submitting an LIS;
 - b. Number of consumers assisted in submitting an MSP application;
 - c. Number and type of enhanced outreach events conducted during the project period and number of estimated attendees;
 - d. Number of LIS / MSP enrollment assistance events conducted during the project period and number of estimated attendees;
 - e. Number of training and technical assistance sessions held for ADRC, AAA, and HICAP programs on enhanced outreach, screening, enrollment assistance, and follow-up strategies;

- f. Number of enhanced outreach events specifically promoting and providing information on the new Medicare Prevention and Wellness benefits.

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 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 issued under the authority of the MIPPA Act of 2008, Section 119, PL 110-275. By receiving funds under this Agreement, the contractor assures 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. This Agreement is subject to the requirements applicable under the Medicare Improvements for Patients and Providers Act of 2008, as amended by the Patient Protection and Affordable Care Act of 2010, Section 3306.
3. 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).
4. 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/>.
5. 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.

6. 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/revisedlep.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.
7. 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.

SCHEDULE D

SELF HELP FOR THE ELDERLY

FY 2011-2012 2 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): Health Insurance Counseling Advocacy Program, 2 Medicare Improvements for Patients and Providers Act (2MIPPA). Services described in this Schedule D reflect program funding and payment methods during fiscal year July 1, 2011 through June 30, 2012. 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) 2 Medicare Improvements For Patients And Providers Act (2MIPPA)

AAS will pay the Contractor in consideration of HICAP MIPPA Program services rendered through 2MIPPA funds.

The maximum reimbursement through 2MIPPA funds for the HICAP during the contract period July 1, 2011 through June 30, 2012 shall not exceed FORTY THOUSAND SIX HUNDRED FOUR DOLLARS (\$40,604).

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.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidental) –
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging –
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

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.)

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.

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.

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.

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.

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.

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 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 2011 will be due by July 5, 2012 to facilitate timely payment;
- C. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- D. Submit the 2MIPPA Financial Closeout Report (CDA 230 2M) to the County by July 23, 2012.

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.

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

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly in 2MIPPA funds is a total amount of FORTY THOUSAND SIX HUNDRED FOUR DOLLARS (\$40,604) for the contract term July 1, 2011 through June 30, 2012.