

**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, the parties entered into an Agreement for Congregate Nutrition, Health Insurance Counseling and Advocacy Program, Home Delivered Meals and Supplemental Home Delivered Meals, and Information and Assistance services on July 23, 2013; and

WHEREAS, the parties wish to amend the Agreement to add funding, extend the term, and increase service units.

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

1. Section 3. Payment of the agreement is amended to read as follows:  
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B. 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 THREE HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$338,179).
2. Section 4. Term and Termination is amended to the agreement to read as follows:  
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; and Funding Period C of this Agreement shall be from July 1, 2013 through March 31, 2014.

3. Original Schedule A is replaced with Revised Schedule A, (rev. July 30, 2013).
4. Original Schedule B is replaced with Revised Schedule B, (rev. July 31, 2013).
5. All other terms and conditions of the agreement dated July 23, 2013, 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

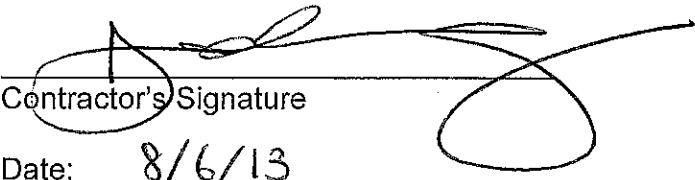
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

SELF HELP FOR THE ELDERLY

  
Contractor's Signature

Date: 8/6/13

## **SCHEDULE A – AMENDMENT ONE**

### **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; and Funding Period C July 1, 2013 through March 31, 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 10<sup>th</sup> 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.

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

### A. Units of Service

**Funding Period C: July 1, 2013 through March 31, 2014**

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

Estimated Number of Clients Counseled (Closed Intakes): 1,369  
Estimated Number of Public and Media Events: 78

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

Estimated Number of Contacts: 7,607  
Estimated Number of Persons Reached at Public and Media Events: 6,500  
Estimated Number of Beneficiaries with Medicare Due to Disability  
Contacts: 1,298  
Estimated Number of Contacts with Low Income Beneficiaries: 1,881  
Estimated Number of Enrollment Assistance Contacts: 2,473  
Estimated Number of Part D Enrollment Assistance Contacts: 2,066  
Estimated Number of Counseling Assistance Hours in PSA: 36

### 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.”

### **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 Home-Delivered Meals (HDM), 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 III C 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 10<sup>th</sup> 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 ONE**

### **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; and Funding Period C July 1, 2013 through March 31, 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. 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, and \$63,860 in Federal SHIP 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 ONE HUNDRED EIGHTY-NINE THOUSAND AND TWENTY-NINE DOLLARS (\$189,029).

**III. 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, and \$2,024 for the purchase of food in Nutrition Services Incentive Program (NSIP) 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 TWENTY-FOUR THOUSAND SIX HUNDRED DOLLARS (\$24,600).

**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).

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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 (10<sup>th</sup>) 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.**

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.

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly is \$295,898 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 THREE HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$338,179) for the contract term July 1, 2013 through June 30, 2014.

## Attachment H

### Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

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#### DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. **Security Rule.** "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

#### OBLIGATIONS AND ACTIVITIES OF CONTRACTOR

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

## **PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

## **OBLIGATIONS OF COUNTY**

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

## **PERMISSABLE REQUESTS BY COUNTY**

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

## **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

## **MISCELLANEOUS**

- a. Regulatory References. A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Contractor

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)



a. Employs fewer than 15 persons.



b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

GRACE CHENG

Name of Contractor(s):

SELF-HELP FOR THE ELDERLY

Street Address or P.O. Box:

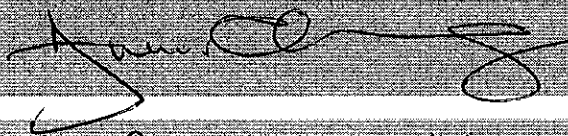
407 SANSONS STREET

City, State, Zip Code:

SAN FRANCISCO, CA 94111

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

President & CEO

Date:

7/19/13

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility

accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."