

**AMENDMENT TWO TO THE 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," 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, by Resolution 70507 the parties entered into an Agreement for the purpose of providing Case Management Program, Congregate Nutrition Program, Health Insurance Counseling and Advocacy Program (HICAP), and Meals on Wheels and Supplemental Meals on Wheels Programs services on November 10, 2009; and

WHEREAS, the parties amended the Original Agreement on March 8, 2010, by Change 5700010R70507X No. 1, increasing the collective amount by \$10,337 in Medicare Improvements for Patients and Providers Act funds for a total of \$443,271 and incorporating Schedules E and F; and

WHEREAS, the parties wish to amend the Agreement to increase funding for the Case Management Program, Congregate Nutrition Program, HICAP, and Meals on Wheels and Supplemental Meals on Wheels Programs by \$62,161 for a total of \$505,432:

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

1. Section 3 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 – Amendment One, Schedule C and Schedule E County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One, Schedule D and Schedule F. 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 FIVE HUNDRED FIVE THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS (\$505,432).

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 (10<sup>th</sup>) 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 2010 will be due by July 7, 2010 to facilitate timely payment.

2. Schedule A and Schedule B of the Agreement are deleted and replaced and incorporated herein as Schedule A – Amendment One and Schedule B – Amendment One as attached.
3. **All other terms and conditions of the Agreement dated November 10, 2009, 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: \_\_\_\_\_  
Richard S. Gordon, President  
Board of Supervisors, San Mateo County

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

ATTEST:

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

**SELF HELP FOR THE ELDERLY**

\_\_\_\_\_  
Contractor's Signature

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

## SCHEDULE A – AMENDMENT ONE

### SELF HELP FOR THE ELDERLY

#### FY 2009-2010 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, and the Meals on Wheels and Supplemental Meals on Wheels Programs. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2009 through June 30, 2010. These programs shall operate in accordance with the California Department of Aging and/or State licensing regulations 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.

#### 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. **CASE MANAGEMENT PROGRAM**

##### A. Units of Service

Contractor agrees to provide 56 unduplicated clients with the following services: 431 units of case monitoring, 81 units of comprehensive assessments, and 31 units of general assessments.

##### B. Unit Definitions

**Case Monitoring:** To determine quality and effectiveness of services provided to a client according to an individualized care plan, to maintain periodic client contact to determine if change has occurred, and to take appropriate action including advocacy, referral, encouraging and assisting the client to overcome barriers to access.

**Unit of Service: One hour**

**Comprehensive Assessment:** To collect information about a client with multiple needs (social, environmental, physical and emotional), identify problems, and determine eligibility and needed supportive services to meet those needs. Additional outcomes of the assessment are a determination of a client's functional capacity to live independently, the system, if any, that supports independent functioning, and what additional assistance is needed to sustain as much independence as possible. The assessment must be conducted in a home visit with the client by a case management social worker. When appropriate, an informal support person may be in attendance.

**Unit of Service: One hour**

**General Assessment:** To collect information about a client with multiple needs (social, environmental, physical, and emotional), identify problems, and determine eligibility and needed support services to meet those needs. Does not require a home visit.

**Unit of Service: One hour**

C. Program Requirements

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

Contractor agrees to:

1. Employ at least a quarter-time social worker who shall function as a liaison between AAS and Provider;
2. Provide ongoing supervision to the social worker;
3. Assure that the Chinese-speaking community is aware of the availability of social work services for at-risk older adults and encourage the use of those services;
4. Provide local access to TIES line services; social worker shall attend the Adult Abuse Prevention Collaborative;
5. Provide short-term case management services for at-risk older adults and adults with disabilities that are consistent with AAS Response Criteria;
6. Coordinate with AAS on cases, as needed;

7. Refer all cases of suspected elder and dependent adult abuse to AAS;
8. Refer all appropriate individuals who have received either general or comprehensive assessments to the County's Centralized Intake Unit or TIES, when it appears these individuals are in need of direct County services (e.g., In-Home Supportive Services, conservatorship);
9. Provide back-up coverage when the social worker is on vacation, on sick leave, or out of the office during normal business hours. Back-up person shall have access to and be able to present information from client files to Adult Protective Services, Police, Fire, and other appropriate professionals;
10. Provide translation assistance for elder abuse cases involving Chinese-speaking clients referred to AAS; and
11. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the AAA as specified in subsection (i), (ii), and (iii), of the United States Code 42 Section 3026 (a)(8)(C).

Contractor assures that:

1. Means tests shall not be used to determine program/service eligibility;
2. Services shall not be denied to any client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions shall be non-coercive;
4. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service; and
5. Proof of age or citizenship shall not be required as a condition of receiving services.

AAS shall:

1. Accept appropriate referrals from provider liaison; investigate, complete reports, and follow up, as necessary, on all suspected elder and dependent adult abuse reported by the liaison;

2. Assign AAS Chinese-speaking staff for consultation purposes. This role shall include, but not be limited to orientation to AAS standards, information about community resources, case consultation as needed, and/or case review; and
3. Utilization review and the provision of updates on policies and/or regulatory changes will be accomplished via the contract monitoring process and as needed.

## II. CONGREGATE NUTRITION PROGRAM

### A. Units of Service

Contractor agrees to provide 560 unduplicated clients with 8,400 senior congregate meals at the St. Andrew's Senior Center, 820 unduplicated clients with 13,100 senior congregate meals at the San Mateo Central Park site, and four nutrition education presentations at each site (total of eight).

### B. Unit Definitions

**Meal:** To provide one meal that assures a minimum of one-third of the current Dietary Reference Intakes (DRI) for adults and complies with the current Dietary Guidelines for Americans, 2005.

**Unit of Service: One meal**

**Nutrition Education:** To provide regularly scheduled programs on nutrition, diet and health promotion issues. Programs and materials are to be approved by a qualified dietician or nutritionist. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program participants. Handout materials may be used as the sole education component for home-delivered meal program participants.

**Unit of Service: One presentation**

**Unit of Measurement: Participants per presentation**

### C. Program Requirements

**Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (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 current Dietary Guidelines for Americans, 2005.

Contractor agrees to:

1. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging 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. 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;
6. 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 and the established fee for employees, non-congregate program volunteers, as well as any guest under 60 years of age.
  - 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; and

- d. Guest, non-congregate program volunteer, and employee fees are to be collected and maintained separately from contributions from eligible clients;
7. Utilize appropriate verbiage in written materials, newsletters, and flyers by avoiding the use of language that implies a price or fee for the meal (e.g. "This meal is sponsored by"). If there is reference to a dollar amount for a meal, the words "donation" or "contribution" must be included. AAS reserves the right to disallow payment for the meal if contractor is out of compliance; and
  8. Submit menus the month prior to the meal service for approval by the AAS nutritionist. 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.

Contractor assures that:

1. Means tests shall not be used to determine program/service eligibility;
2. Services shall not be denied to any client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions shall be non-coercive;
4. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service; and
5. Proof of age or citizenship shall not be required as a condition of receiving services.

### **III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)**

#### **A. Units of Service**

Contractor agrees to provide a minimum of 800 persons with 35 interactive community education presentations on Medicare-related issues, 1,640 unduplicated clients with 1,365 units of direct counseling and informal



advocacy. Contractor also agrees maintain its pool of registered counselors in the following manner: at least 18 Active Counselors, 23 Registered Counselors; 17 Volunteer Active Counselors, and 20 Volunteer Registered Counselors.

Contractor also agrees to comply with eight (8) Federal Performance Benchmark Measures as follows: Reach 1,087 beneficiaries in Public Service Area (PSA); one-to-one counseling to 564.42 beneficiaries in PSA; reach 197.07 beneficiaries with disabilities in PSA; reach 211.47 low income beneficiaries in PSA; enrollment and assistance contacts of 276.02 beneficiaries in the PSA; Part D Enrollment and Assistance contacts of 30.42 beneficiaries in PSA; provide 10.02 FTE Counselors; 100% Active Counselor participation in annual update trainings.

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

**Eligible Service Population for HICAP Legal Services** means Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability. [W&I Code, Section 9541 (a) and (c)(3)].

**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.

**Benchmark:** 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:** 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 as issued by the Department of Aging (CDA) 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 so that all HICAP Counselors and responsible persons have ready access to standards, policies, and procedures. Additionally, all Counselors shall be provided the latest HICAP Counselor Handbook. [W&I Code, Section 9100 (c) & (d); Section 9541 (b)(1) & (2)];
3. Provide timely notice to AAS of any changes in the status of the program that could restrict the operations of, or access to, HICAP services including, but 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. 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. During holidays, no HICAP office shall be closed to the public longer than 2 days in a standard work week (Monday through Friday);
7. Telephone access by the public shall be 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 48 hours, excluding weekends and holidays;
8. Provide a 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 [W&I 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 Manual [W&I 9541 (e)];
11. The Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences conducted during each fiscal year, in order to maintain program knowledge, efficiency, and competency [W&I 9541, (f)(7)];
12. Maintain a program data collection and reporting system as specified in accordance to CDA Standards;
13. Contractor agrees to make referrals for legal representation and report the number of legal referrals to the CDA and AAS; and

14. Maintain agency's commitment to increased financial support to HICAP and allow HICAP staff to conduct fundraising efforts specifically for HICAP.

D. Assurances

The Contractor shall assure, either as a direct or contracted HICAP, that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population;
2. 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. 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. 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. 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 Section 106 of the HICAP Program Manual; and

6. All records containing confidential client information shall be handled in a confidential manner, in accordance with the requirements for monitoring, audits and confidentiality, Exhibit D, Articles IX and X. 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.

The Contractor shall assure, either as a direct or contracted HICAP, compliance with the State Conflict of Interest Requirements as follows:

1. The 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. The 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. The 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. The 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. The Contractor shall assure that advisors and governing board members shall recuse 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.

#### IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

##### A. Units of Service

Contractor agrees to provide 48 unduplicated senior clients with 5,750 home-delivered meals, and two unduplicated clients with 250 supplemental home-delivered meals, four units of nutrition education, and nutrition counseling by request and/or as determined by a dietitian or nutritionist.

##### B. Unit Definitions

**Meals:** To provide one meal that assures a minimum of one-third of the current Recommended Dietary Allowance (DRI) for adults and complies with the current Dietary Guidelines for Americans, 2005.

**Unit of Service: One meal**

**Nutrition Counseling:** To provide individual dietary evaluation and counseling performed by a dietitian or nutritionist, which relate to normal or therapeutic nutritional needs. Nutrition counseling may be made either in person or by telephone.

**Unit of Service: One hour**

**Nutrition Education:** To provide regularly scheduled programs on nutrition, diet and health promotion issues. Programs and materials are to be approved by a qualified dietician or nutritionist. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program participants. Handout materials may be used as the sole education component for home-delivered meal program participants.

**Unit of Service: One presentation**

**Unit of Measurement: Participants per presentation**

C. Program Requirements

**Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (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 Older Americans Act (OAA) funded Meals on Wheels (MOW) Program and the San Mateo County sponsored Supplemental Meals on Wheels (SMOW) Program will be considered as one and the same program.

Contractor agrees to:

1. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health Department policies and procedures as set forth in MOW Policy (rev 11/96);
2. Operate the program 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. Weekend and extra meal service shall be provided in accordance with MOW Policy;
3. Provide nutrition counseling for clients of MOW and SMOW who require the service, who are referred by physician's order for special diets, and who are determined by the Nutritional Screening Initiative to be at-risk;
4. Prioritize service, 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.
5. To provide one-third (1/3) of the Recommended Dietary Intakes (RDI) for adults and comply with the current Dietary Guidelines for Americans, 2005;
6. To be responsible for ensuring initial and on-going eligibility for weekend meals. The following conditions should be met before a client receives weekend meals:
  - a. The client must want the meal and be capable of storing, reheating and/or otherwise handling the meal;
  - b. The client must live alone or with a spouse who is also eligible; and/or
  - c. The client must be socially or geographically isolated during the weekend, e.g., the meals must not duplicate support from others;
7. Submit menus the month prior to the meal service for approval by the AAS nutritionist. The menus are to be submitted with Contractor's MIS and invoice documents by the 10<sup>th</sup> of each month; and
8. Participate in MOW Coalition meetings.

Contractor assures that:

1. Means tests shall not be used to determine program/service eligibility;
2. Services shall not be denied to any client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions shall be non-coercive;
4. Donation letters sent to MOW clients shall stipulate that contributions are voluntary and not required to receive service; and
5. Proof of age or citizenship shall not be required as a condition of receiving services.

To receive SMOW 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 under the age of 60 will be required to pay for a portion each meal. The allocated amount for MOW is based on consideration of census data and current client usage.

## SCHEDULE B – AMENDMENT ONE

### SELF HELP FOR THE ELDERLY

#### FY 2009-2010 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, and the Meals on Wheels and Supplemental Meals on Wheels Programs. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2009 through June 30, 2010. 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. CASE MANAGEMENT PROGRAM

AAS will pay the Contractor in consideration of Case Management Program services rendered through OAA Title IIIB funds. The reimbursement amounts are calculated based on the follow formula: **Actual Expenditure** minus (-) **Matching and Non-Matching Contribution** 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.

AAS will pay the Contractor \$20,000 and an additional \$6,000 in OAA Title IIIB baseline funds to increase baseline services for the Case Management Program.

The maximum reimbursement for the Case Management Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed TWENTY-SIX THOUSAND DOLLARS (\$26,000).

#### II. CONGREGATE NUTRITION

AAS will pay the Contractor in consideration of Congregate Nutrition Program services rendered through combined OAA and Nutrition Services Incentive Program (NSIP) funds, the rate of \$3.70 per senior meal.

AAS will pay the Contractor \$76,590 and an additional \$2,960 in OAA Title IIIC1 baseline funds to increase baseline services for the Congregate Nutrition Program.

AAS will pay the Contractor \$4,782 in OAA Title IIIC1 One-Time-Only funds for supplies and equipment.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed EIGHTY-FOUR THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS (\$84,332).

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

AAS will pay the Contractor in consideration of HICAP Program services rendered through OAA HICAP funds. The reimbursement amounts are calculated based on the follow formula: **Actual Expenditure** minus (-) **Matching and Non-Matching Contribution** 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.

AAS will be the Contractor \$241,612 in OAA HICAP baseline funds for baseline services for HICAP program services.

AAS will pay the Contractor \$44,915 in OAA HICAP One-Time-Only funds for HICAP program services.

The maximum reimbursement for HICAP during the contract term July 1, 2009 through June 30, 2010, shall not exceed TWO HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS (\$286,527).

### IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay the Contractor in consideration of Meals on Wheels Program services rendered through combined OAA and NSIP the rate of \$5.00 per home-delivered meal, and in consideration of Supplemental Meals on Wheels Program services rendered through the Meals on Wheels Trust fund, the rate of \$6.00 per supplemental home-delivered meal.

AAS will pay the Contractor \$27,000 and an additional \$1,750 in OAA Title IIIC2 baseline funds to increase baseline services.

AAS will pay the Contractor \$1,754 in OAA Title IIIC2 One-Time-Only funds for supplies and equipment

The maximum reimbursement for the Meals on Wheels Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed THIRTY-THOUSAND FIVE HUNDRED FOUR DOLLARS (\$30,504).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500).

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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. A mid-year review, scheduled for January 2010, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- C. The Contractor will submit invoices and monthly program reports to AAS 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. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2010 will be due by July 7, 2010 to facilitate timely payment;
- D. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- E. Submit a closing report with supporting documentation of expenses by July 23, 2010:

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;
- F. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated; and
  - G. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

The maximum reimbursement for contracted services between San Mateo County AAS and Self-Help for the Elderly is \$428,863 in OAA, Federal and State HICAP funds, NSIP and Meals on Wheels Trust funds, and \$46,886 in County General Funds for general program support for a total amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS (\$475,749) for the contract term July 1, 2009 through June 30, 2010.

## SCHEDULE C

### SELF HELP FOR THE ELDERLY

#### FY 2009-2010 AMERICAN RECOVERY AND REINVESTMENT ACT DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): Congregate Nutrition Program, and the Meals on Wheels Program. Services described in this Schedule C reflect program performance requirements (units of service) during fiscal year July 1, 2009 through June 30, 2010. These programs shall operate in accordance with the California Department of Aging and/or State licensing regulations 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. **CONGREGATE NUTRITION PROGRAM** **American Recovery and Reinvestment Act (ARRA)**

- A. Contractor shall make every effort to increase the number of meals served over prior fiscal year. The Nutrition Stimulus funds are intended to provide meals to seniors in need of food, restore nutrition services that have been cut, and reinstate staff positions, which may have been eliminated or reduced.

#### B. Program Requirements

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

**American Recovery and Reinvestment Act of 2009 (ARRA)** means the law enacted by Congress and signed into law on February 17, 2009 that contains funding for a variety of programs that support Americans during challenging economic times. The law includes funding to support the Title III C Elderly Nutrition Program services including nutritious meals, nutrition education, and other appropriate nutrition services for older Americans in order to maintain health, independence, and quality of life.

**Nutrition Stimulus funds** means the ARRA funds awarded to CDA to help older Californians maintain their health and independence by providing Title III C meals to seniors in need of food and restoring congregate and home-delivered nutrition services and staff positions that have been eliminated or reduced.

**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 current Dietary Guidelines for Americans, 2005.

**Reporting** means that recipients of grants made under the ARRA will be required to report data. Reporting requirements must meet the Standard Data Elements for reports under Section 1512 of the ARRA of 2009, Public Law 111-5. These reporting requirements have not been finalized. AAS will inform Contractor when more information is available.

**Program Income** means revenue 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 grant funds or funds provided under this Agreement;
3. Royalties received on patents and copyrights from contract-supported activities; and
4. Proceeds from sale of items fabricated under contract agreement.

**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 result achieved.

**Eligible Service Population** for Nutrition Stimulus funds 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 California Code of Regulations, Title 22, California Department of Aging Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC), San Mateo County Health System policies and procedures, and any other subsequent program memorandum, provider bulletins, or instructions issued during the term of this Agreement;

Self Help for the Elderly – Schedule C

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, etc.;
5. 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;
6. 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 and the established fee for employees, non-congregate program volunteers, as well as any guest under 60 years of age.
  - 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; and
  - d. Guest, non-congregate program volunteer, and employee fees are to be collected and maintained separately from contributions from eligible clients;
7. Utilize appropriate verbiage in written materials, newsletters, and flyers 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 "donation" or "contribution" must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance; and
8. Submit menus for approval to AAS registered dietitian at least four weeks prior to distribution. 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;

Contractor assures that that following conditions are met:

- 1. Services are provided only to the defined Eligible Service Population;
- 2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 92.36, "Procurement Standards";
- 3. Means tests shall not be used by any Contractor for any meal provided by Nutrition Stimulus funds;
- 4. Services shall not be denied to any Nutrition Stimulus or Title III C client that does not contribute toward the costs of services received;
- 5. Methods used to solicit voluntary contributions for Nutrition Stimulus or Title III C services shall be non-coercive;
- 6. Donation letters sent to clients for Nutrition Stimulus or Title III C services shall stipulate that contributions are voluntary and not required to receive service;
- 7. Cost sharing shall not be implemented for any Nutrition Stimulus or Title III C service until so notified by the County; and
- 8. Proof of age or citizenship shall not be required as a condition of receiving services.

C. ARRA Specific Terms and Conditions

- 1. This Agreement is issued under the authority of the American Recovery and Reinvestment Act of 2009, P.L. 111-5. 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. Buy American – Use of American Iron, Steel, and Manufactured Goods. Contractors may not use any funds obligated under this Agreement for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless Health and Human Services (HHS) waives the application of this provision. (ARRA Sec. 1605);

3. Wage Rate Requirements

[This term and condition shall not apply to tribal contracts entered into by the Indian Health Service funded with this appropriation. (ARRA Title VII-Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities)] Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by Contractors and subcontracts on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United State Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code. (ARRA Sec.1606);

4. Recipient shall also use grant funds in a manner that maximizes job creation and economic benefit (ARRA Sec. 1602);
5. Limit on Funds (ARRA)

None of the funds appropriated or otherwise made available by the Nutrition Stimulus funds may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604);

6. Disclosure of Fraud or Misconduct

Contractors awarded funds made available under the ARRA shall promptly refer to the 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/> ;

7. ARRA: One-Time Funding

Unless otherwise specified, ARRA funding to existent or new contractors should be considered one-time funding; and

8. This Agreement is subject to the requirements of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments under Title 45 Code of Federal Regulations, Part 92.

D. Resolution of Language Conflicts

In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:

1. The terms and conditions of this ARRA of 2009 Award and other requirements have the following order of precedence if there is any conflict in what they require: (1) the ARRA; (2) other applicable Federal statutes and their implementing regulations; (3) M-09-10; and (4) terms and conditions of ARRA award;
2. Standard Agreement (STD 213), all Exhibits and any amendments thereto;
3. All other contract policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements apply unless they conflict or are superseded by the terms and conditions implementing their ARRA requirements. Recipients are responsible for contacting the County for any needed clarifications;
4. Any other documents incorporated herein by reference; and
5. Program memos and other guidance issued by the State.

II. **MEALS ON WHEELS**

**American Recovery and Reinvestment Act (ARRA)**

Contractor shall make every effort to increase the number of meals served over prior fiscal year. The Nutrition Stimulus funds are intended to provide meals to seniors in need of food, restore nutrition services that have been cut, and reinstate staff positions, which may have been eliminated or reduced.

A. Unit Definitions

**Meal:** To provide one meal that assures a minimum of one-third of the current Dietary Reference Intakes (DRI) for adults and complies with the current Dietary Guidelines for Americans, 2005.

**Unit of Service: One meal**

B. Program Requirements

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

**American Recovery and Reinvestment Act of 2009 (ARRA)** means the law enacted by Congress and signed into law on February 17, 2009 that contains funding for a variety of programs that support Americans during challenging economic times. The law includes funding to support the Title III C Elderly Nutrition Program services including nutritious meals, nutrition education, and other appropriate nutrition services for older Americans in order to maintain health, independence, and quality of life.

**Nutrition Stimulus funds** means the ARRA funds awarded to CDA to help older Californians maintain their health and independence by providing Title III C meals to seniors in need of food and restoring congregate and home-delivered nutrition services and staff positions that have been eliminated or reduced.

**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.

**Program Income** means revenue 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 grant funds or funds provided under this Agreement;
3. Royalties received on patents and copyrights from contract-supported activities; and
4. Proceeds from sale of items fabricated under contract agreement.

**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 result achieved.

**Eligible Service Population** for Nutrition Stimulus funds 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 California Code of Regulations, Title 22, California Department of Aging Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC), San Mateo County Health System policies and procedures as set forth in Meals on Wheels Policy (rev 11/96), and any other subsequent program memorandum, provider bulletins, or instructions issued during the term of this Agreement;
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 subcontracts(s);
3. Operate the program five days of service each week, Monday through Friday. Weekend and extra meal service shall be provided in accordance with Meals on Wheels Policy;
4. Provide nutrition counseling for clients of Meals on Wheels and Supplemental Meals on Wheels who require the service, who are referred by physician's order for special diets, and who are determined by the Nutritional Screening Initiative to be at risk;
5. Prioritize service 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;
6. To provide one-third (1/3) of the RDI for adults and comply with the current Dietary Guidelines for Americans, 2005;

7. To be responsible for ensuring initial and on-going eligibility for weekend meals. The following conditions should be met before a client receives weekend meals:
  - a. The client must want the meal and be capable of storing, reheating and/or otherwise handling the meal;
  - b. The client must live alone or with a spouse who is also eligible; and/or
  - c. The client must be socially or geographically isolated during the weekend, e.g., the meals must not duplicate support from others;
8. To participate in Meals on Wheels Coalition meetings; and
9. Submit menus for approval to AAS registered dietitian at least (4) four weeks prior to distribution. All menus must comply with the following:
  - a. Be planned for a minimum of four (4) weeks;
  - b. Be legible and easy to read in the language of the majority of the participants; and
  - c. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

Contractor assures that that following conditions are met:

1. Services are provided only to the defined Eligible Service Population;
2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 92.36, "Procurement Standards;"
3. Means tests shall not be used by any Contractor for any meal provided by Nutrition Stimulus funds;
4. Services shall not be denied to any Nutrition Stimulus or Title III C client that does not contribute toward the costs of services received;
5. Methods used to solicit voluntary contributions for Nutrition Stimulus or Title III C services shall be non-coercive;
6. Donation letters sent to clients for Nutrition Stimulus or Title III C services shall stipulate that contributions are voluntary and not required to receive service;
7. Cost sharing shall not be implemented for any Nutrition Stimulus or Title III C service until so notified by the County; and
8. Proof of age or citizenship shall not be required as a condition of receiving services.

### C. ARRA Specific Terms and Conditions

1. This Agreement is issued under the authority of the American Recovery and Reinvestment Act of 2009, P.L. 111-5. 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. Buy American – Use of American Iron, Steel, and Manufactured Goods. Contractors may not use any funds obligated under this Agreement for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless Health and Human Services (HHS) waives the application of this provision. (ARRA Sec. 1605);

#### 3. Wage Rate Requirements

[This term and condition shall not apply to tribal contracts entered into by the Indian Health Service funded with this appropriation. (ARRA Title VII-Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities)] Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontracts on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United State Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code. (ARRA Sec.1606);

4. Recipient shall also use grant funds in a manner that maximizes job creation and economic benefit; (ARRA Sec. 1602);
5. Limit on Funds (ARRA)

None of the funds appropriated or otherwise made available by the Nutrition Stimulus funds may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604);

6. Disclosure of Fraud or Misconduct

Contractors awarded funds made available under the ARRA shall promptly refer to the 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/> ;

7. ARRA: One-Time Funding

Unless otherwise specified, ARRA funding to existent or new contractors should be considered one-time funding; and

8. This Agreement is subject to the requirements of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments under Title 45 Code of Federal Regulations, Part 92.

D. Resolution of Language Conflicts

In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:

1. The terms and conditions of this ARRA of 2009 Award and other requirements have the following order of precedence if there is any conflict in what they require: (1) the ARRA; (2) other applicable Federal statutes and their implementing regulations; (3) M-09-10; and (4) terms and conditions of ARRA award;
2. Standard Agreement (STD 213), all Exhibits and any amendments thereto;
3. All other contract policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements apply unless they conflict or are superseded by the terms and conditions implementing their ARRA requirements. Recipients are responsible for contacting the County for any needed clarifications;
4. Any other documents incorporated herein by reference; and
5. Program memos and other guidance issued by the State.



## SCHEDULE D

### SELF HELP FOR THE ELDERLY

#### FY 2009-2010 AMERICAN RECOVERY AND REINVESTMENT ACT FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): Congregate Nutrition Program, and the Meals on Wheels Program. Services described in this Schedule D reflect program funding and payment methods during fiscal year July 1, 2009 through June 30, 2010. 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. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

**Nutrition Stimulus Funds** means the ARRA funds awarded to CDA to help older Californians maintain their health and independence by providing Title III C meals to seniors in need of food and restoring congregate and home-delivered nutrition services and staff positions that have been eliminated or reduced.

Allowable expenditures of Nutrition Stimulus funds include:

1. Restoration of meals, services, and jobs;
2. Backfill the loss of other city, county, and State funds
3. To mitigate waiting lists; and
4. To purchase equipment.

Per Administration on Aging (AoA) guidance, if equipment is needed to maintain and provide more meals, Contractors are strongly encouraged to make such purchases from their regular FY 2009 OAA appropriations due to stringent Office of Inspector General (OIG) oversight of these types of purchases;

The ARRA included \$46M to the OIG to monitor and evaluate the implementation of the ARRA. There will be enhanced tracking of these funds for reasonable costs, transparency, and accountability to the OIG. While ARRA Nutrition Stimulus funds do not prohibit the use of the award for infrastructure investments made by local governments, there will be enhanced tracking conditions. Recipients of Nutrition Stimulus funds would bear the responsibility for documenting reasonable costs, transparency and accountability to the OIG.

#### I. **CONGREGATE NUTRITION PROGRAM** **American Recovery and Reinvestment Act (ARRA)**

AAS will pay the Contractor in consideration of Congregate Nutrition Program services rendered through ARRA funds.

The maximum reimbursement through ARRA funds for the Congregate Nutrition Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed SEVENTEEN THOUSAND ONE HUNDRED FIFTY DOLLARS (\$17,150).

## **II. MEALS ON WHEELS PROGRAM American Recovery and Reinvestment Act (ARRA)**

AAS will pay the Contractor in consideration of Meals on Wheels Program services rendered through ARRA funds.

The maximum reimbursement through ARRA funds for the Meals on Wheels Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed TWO THOUSAND ONE HUNDRED NINETY-SIX DOLLARS (\$2,196).

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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. A mid-year review, scheduled for January 2010, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- C. The Contractor will submit invoices and monthly program reports to AAS 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. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2010 will be due by July 7, 2010 to facilitate timely payment;
- D. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- E. Submit a closing report with supporting documentation of expenses by July 23, 2010;

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
- F. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated; and

- G. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly in ARRA funds is a total amount of NINETEEN THOUSAND THREE HUNDRED FORTY-SIX DOLLARS (\$19,346) for the contract term July 1, 2009 through June 30, 2010.

## SCHEDULE E

### SELF HELP FOR THE ELDERLY

#### FY 2009-2010 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program: Health Insurance Counseling Advocacy Program services described in this Schedule E reflect program performance requirements (units of service) during fiscal year August 1, 2009 through June 30, 2010. These programs shall operate in accordance with the California Department of Aging and/or State licensing regulations 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) Medicare Improvements For Patients And Providers Act (MIPPA)**

A. 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. These activities should also give consideration to Medicare eligibility changes that go into effect January 1, 2010, equating the Medicare Saving Program (MSP) asset limit to that of the full Medicare Part D Low-Income Subsidy (LIS) asset limit, thereby increasing the number of Medicare low-income assistance eligible beneficiaries.

**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.

**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**.

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

**Enrollment Assistance Centers** means locations equipped and designated for Medicare Part D, LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.

**Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

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

**Medicare Improvements for Patients and Providers Act (MIPPA) of 2008** means legislation which amended Titles XVII and XIX of the Social Security Act to extend expiring provisions under the Medicare Program; to improve beneficiary access to preventive and mental health services; to enhance low-income benefit programs; and to maintain access to care in rural areas, including pharmacy access.

**Medicare Prescription Drug Improvement and Modernization Act of 2003 (also known as the “Medicare Modernization Act” or “MMA”)** means legislation that imposed the most sweeping changes to the Medicare program since its inception including the addition of a prescription drug benefit through a new Medicare “Part D.”

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

**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 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 California Department of Aging (CDA).

Contractor agrees to:

1. Provide enhanced outreach and enrollment assistance to eligible Medicare beneficiaries regarding their benefits; and more intensive outreach and enrollment assistance to (1) individuals in rural areas on Medicare Part D, and (2) individuals in all 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) MIPPA related budget to the County.
4. Conduct enhanced outreach activities in coordination with the County to assist Medicare beneficiaries in apply for the LIS and MSP programs and Medicare Part D, with a high priority to rural areas.
5. Work collaborative with the County to reach the required performance goals.

Contractor shall assure:

1. Compliance with all standards and regulations indentified 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.

2. The HICAP shall attain the established benchmark over and above their current LIS/MSP benchmarks, as established by Quarterly Aggregate data reporting for SFY 2007-2008.

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. Performance 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 and MSP application.
  - b. Number and type of enhanced outreach events conducted during the project period.
  - c. Number of training and technical assistance sessions held for AAA and HICAP programs on enhanced outreach, screening, enrollment assistance and follow-up strategies, including locations where the sessions were held.
  - d. Number of AAA and HICAP programs agreeing to serve as enrollment assistance centers.
4. The Contractor will assure the protection of confidentiality of all project-related information that identifies individuals.

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 requirement of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

## SCHEDULE F

### SELF HELP FOR THE ELDERLY

#### FY 2009-2010 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. Services described in this Schedule F reflect program funding and payment methods during fiscal year August 1, 2009 through June 30, 2010. 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) Medicare Improvements For Patients And Providers Act (MIPPA)**

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

The maximum reimbursement through MIPAA funds for the HICAP during the contract period August 1, 2009 through June 30, 2010 shall not exceed TEN THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS (\$10,337).

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#### 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.
  - Travel –  
<http://www.dpa.ca.gov/textdocs/freepmls/PML2008019.pdf>
  - Per Deim (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.

### 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.

### Closeout

The MIPPA Financial Closeout Report (CDA 230m) shall be submitted to the County by April 19, 2010.

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 (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. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2010 will be due by July 7, 2010 to facilitate timely payment;

- C. Offer services throughout the eleventh-month contract period, unless prior written approval is received from AAS;
- D. Submit a closing report with supporting documentation of expenses by July 23, 2010;

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. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated; and
  - F. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly in MIPPA funds is a total amount of TEN THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS (\$10,337) for the contract term August 1, 2009 through June 30, 2010.