

**AMENDMENT ONE 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," 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, by Resolution 71056 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 September 28, 2010; and

WHEREAS, the parties wish to amend the Agreement increasing the collective amount by \$43,198 in HICAP, Medicare Improvements for Patients and Providers Act (MIPPA) and 2 MIPPA funds for a total of \$464,835 and incorporating Schedules E and F; and

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

1. 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, 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 – Amendment One 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 FOUR HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED THIRTY-FIVE DOLLARS (\$464,835).

The County reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the County to be: out of compliance with the Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or not granted.

The Contractor will submit invoices and monthly program reports to Aging and Adult Services (AAS) by the tenth (10th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the AAS approved reporting procedures. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Original Schedule B of the Agreement is replaced with Schedule B – Amendment One as attached.
3. Original Schedule D of the Agreement is replaced with Schedule D – Amendment One as attached.
4. Schedule E and Schedule F are incorporated herein as attached.
5. **All other terms and conditions of the agreement dated September 28, 2010, 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

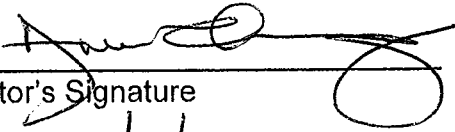
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SELF HELP FOR THE ELDERLY



Contractor's Signature

Date: 2/2/11

SCHEDULE B – AMENDMENT ONE

SELF HELP FOR THE ELDERLY

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) 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 method during fiscal year July 1, 2010 through June 30, 2011. 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. The 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. CASE MANAGEMENT PROGRAM

AAS will pay Contractor in consideration of Case Management Program services rendered \$20,800 in OAA funds.

The maximum reimbursement for the Case Management Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800).

II. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$42,184 in OAA funds and \$10,516 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed FIFTY-TWO THOUSAND SEVEN HUNDRED DOLLARS (\$52,700).

III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

AAS will pay Contractor in consideration of HICAP services rendered \$255,364 in OAA HICAP funds.

AAS will pay Contractor in consideration of HICAP services rendered \$20,995 in OAA HICAP Amendment One funds.

The maximum reimbursement for the HICAP in OAA HICAP funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWO HUNDRED SEVENTY-SIX THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS (\$276,359).

IV. a. MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Meals on Wheels (MOW) Program services rendered \$28,652 in OAA funds and \$3,748 in NSIP funds for the purchase of food.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THIRTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$32,400).

IV. b. SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$3,150 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THREE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$3,150).

Contractor agrees to the following for all programs:

- A. The 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.dpa.ca.gov/personnel-policies/travel/personalvehicle-mileage-reimbursement.htm>

- Per Diem (meals and incidentals) -

<http://www.dpa.ca.gov/personnel-policies/travel/meals-andincidentals.htm>

- Lodging

<http://www.dpa.ca.gov/personnel-policies/travel/short-termtravel.htm>

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. 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;
- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 Code of Federal Regulations (CFR) Section 92.20 (governmental) or 45 CFR, Section 74.21 (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 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;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE 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. Matching contributions generated in excess of the minimum required are considered overmatch; and
 5. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (city and county governments, school districts, special districts, and water districts);
- 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:
- 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;
 - Royalties received on patents and copyrights from contract-supported activities; and
 - 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 IIIB, IIIC, IIID, IIIE, 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 IIIB, IIIC, IIID, IIIE, 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 2011, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;

- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2011 will be due by July 6, 2011 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 **July 22, 2011**.

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 the Self Help for the Elderly is \$382,259 in OAA and NSIP funds, \$3,150 in MOW Trust funds and \$46,886 in County General Funds for general program support for a total amount of FOUR HUNDRED THIRTY-TWO TWO HUNDRED NINETY-FIVE DOLLARS (\$432,295) for the contract term July 1, 2010 through June 30, 2011.

SCHEDULE D -- AMENDMENT ONE

SELF HELP FOR THE ELDERLY

FY 2010-2011 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, Medicare Improvements for Patients and Providers Act (MIPPA). Services described in this Schedule D reflect program funding and payment methods during fiscal year July 1, 2010 through May 31, 2011. 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 MIPPA Program services rendered \$10,337 through MIPPA funds.

AAS will pay the Contractor in consideration of HICAP MIPPA Program services rendered \$1,901 through MIPPA Amendment One funds.

The maximum reimbursement through MIPAA funds for the HICAP during the contract period July 1, 2010 through May 31, 2011 shall not exceed TWELVE THOUSAND TWO HUNDRED THIRTY EIGHT DOLLARS (\$12,238).

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

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (CCR, Title 2 Section 599-615 et seq.)

Accountability for Funds

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

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.

Contractor agrees to the following:

- A. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;

- B. The Contractor will submit invoices and monthly program reports to AAS by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for May 2011 will be due by June 10, 2011 to facilitate timely payment;
- C. Offer services throughout the eleventh-month contract period, unless prior written approval is received from AAS;
- D. Submit the MIPPA Financial Closeout Report (CDA 230m) to the County by June 22, 2011;

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 TWELVE THOUSAND TWO HUNDRED THIRTY-EIGHT DOLLARS (\$12,238) for the contract term July 1, 2010 through May 31, 2011.

SCHEDULE E

SELF HELP FOR THE ELDERLY

FY 2010-2011 2 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program: Health Insurance Counseling And Advocacy Program, 2 Medicare Improvements for Patients and Providers Act (2 MIPPA). Services, standards, and regulations described in this Schedule E reflect program performance requirements during the term January 1, 2011 through May 31, 2011. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring will be conducted annually and onsite in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

I. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) 2 Medicare Improvements For Patients And Providers Act (2 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 (e.g., Basic State Health Insurance Assistance Program (SHIP) Funds or OAA Outreach Funds).

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

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

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

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

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

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

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

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

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

Rural means all territory, population and housing units not classified as urban. Rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

State Health Insurance Assistance Program means a national program supported by the federal Centers for Medicare and Medicaid Services (CMS) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. The California SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP).

Urban means all territory, population and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 of urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

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

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

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

C. General Provisions

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

Contractor agrees to:

1. Provide enhanced outreach and enrollment assistance to eligible Medicare beneficiaries regarding their benefits and include activities aimed at preventing disease and promoting wellness; provide more intensive outreach and enrollment assistance to eligible individuals residing in rural areas and individuals in other areas who may be eligible for the LIS or MSP.
2. Work with local aging network resources (e.g., including but not limited to home-delivered meals providers, nutrition centers and Information and Assistance) and community partners (including but not limited to general health and mental health clinics, county Medi-Cal offices and local Social Security Administration offices), making every effort to provide enhanced outreach to eligible Medicare beneficiaries regarding their benefits and enhanced outreach to individuals who may be eligible for the LIS and/or for the MSP.
3. Prepare and submit the Area Agency on Aging (AAA) 2 MIPPA related budget to the County.
4. Conduct enhanced outreach activities in coordination with the County to assist Medicare beneficiaries in applying for the LIS and MSP programs and Medicare Part D, with a high priority to rural areas.
5. Work collaboratively with the County to reach the required performance goals.
6. Submit a narrative report to AAS by June 15, 2011, that specifies how the contract funds were used, progress to date in achieving MIPPA Project Plan objectives; barriers encountered and steps taken to overcome these issues.
7. Participate on the MIPPA Statewide Steering Committee.
8. Test on-line and other tools being developed by the National Resource Center and provide feedback to the Steering Committee on the applicability of these products.
9. Assist in developing (and updating) and implementing the local MIPPA Project Plan that delineates how AAS and HICAP will coordinate their efforts and resources to achieve their performance objectives.

Contractor shall assure:

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

2. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 74 and 45 CFR, part 92, "Procurement Standards."

D. Performance Benchmarks

1. The Contractor shall assist in attaining the established AAA benchmark: 104 LIS / MSP applications.

E. Data Reporting and Collection

1. The Contractor is required to collect and report data to the County as required by CDA.
2. The Contractor shall assure that all performance data reports submitted are timely, complete, accurate and verifiable; using CDA approved reporting procedures and timelines.
3. MIPPA Data Reports will include aggregate data from each reporting entities (i.e., AAA, HICAP, ADRC) that directly assisted Medicare beneficiaries in submitting an application for Medicare Part D, the LIS or the MSP benefit.
4. MIPPA Data Reports will be submitted via e-mail to CDA at datateam.reports@aging.ca.gov and are required on a monthly basis on the 20th of every month following the month of service during the term of the contract in order to meet CMS and AoA reporting requirements. The reporting timetable will be posted to the CDA website.
5. AAS reserves the right to modify performance reporting terms and condition to assure compliance with Federal government guidelines and requirements.
6. AAAs, ADRCs, and HICAPs may subcontract enhanced outreach activities to other community based organizations as necessary.
7. The Contractor will assure the protection of confidentiality of all project-related information that identifies individuals.
8. The Contractor will meet measurable performance goals. Performance data that must be submitted includes, but is not limited to:
 - a. Number of consumers assisted in submitting an LIS;
 - b. Number of consumers assisted in submitting an MSP application;

- c. Number and type of enhanced outreach events conducted during the project period and number of estimated attendees;
- d. Number of LIS / MSP enrollment assistance events conducted during the project period and number of estimated attendees;
- e. Number of training and technical assistance sessions held for ADRC, AAA, and HICAP programs on enhanced outreach, screening, enrollment assistance, and follow-up strategies;
- f. Number of enhanced outreach events specifically promoting and providing information on the new Medicare Prevention and Wellness benefits.

F. Appeal Process

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

G. Specific Terms and Conditions

- 1. This Agreement is issued under the authority of the MIPPA Act of 2008, Section 119, PL 110-275. By receiving funds under this Agreement, the contractor assures that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Agreement.
- 2. This Agreement is subject to the requirements applicable under the Medicare Improvements for Patients and Providers Act of 2008, as amended by the Patient Protection and Affordable Care Act of 2010, Section 3306.
- 3. This Agreement is subject to the requirement of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

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

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

SCHEDULE F

SELF HELP FOR THE ELDERLY

FY 2010-2011 2 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): Health Insurance Counseling Advocacy Program, 2 Medicare Improvements for Patients and Providers Act (2 MIPPA). Services described in this Schedule F reflect program funding and payment methods during the term January 1, 2011 through May 31, 2011. These programs shall operate in accordance with the California Department of Aging and/or State licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

I. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) 2 Medicare Improvements For Patients And Providers Act (2 MIPPA)

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

The maximum reimbursement through 2 MIPAA funds for the HICAP during the contract period January 1, 2011 through May 31, 2011 shall not exceed TWENTY THOUSAND THREE HUNDRED TWO DOLLARS (\$20,302).

Expenditure of Funds

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

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (CCR, Title 2 Section 599-615 et seq.)

Accountability for Funds

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

Unexpended Funds

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

Interest Earned

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

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

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

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

Program Income

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

- B. Program income must be used to pay for current allowable costs of the program.
- C. Program income must be used to expand services.

Indirect Costs

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

Monthly Reimbursement Payments

- A. The Contractor shall be reimbursed for actual cash expenditures.
- B. The Contractor shall ensure the implementation of policies and procedures developed by the County whereby the subcontractors report expenditures and request payment monthly in arrears for actual expenses incurred.
- C. The County shall pay the Contractor a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.

Audits

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

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

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

Contractor agrees to the following:

- A. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- B. The Contractor will submit invoices and monthly program reports to AAS by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for May 2011 will be due by June 10, 2011 to facilitate timely payment;
- C. Offer services throughout the six-month contract period, unless prior written approval is received from AAS;
- D. Submit the 2 MIPPA Financial Closeout Report (CDA 230 2M) to the County by June 22, 2011;

Documentation should include the following:

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

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

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly in 2 MIPPA funds is a total amount of TWENTY THOUSAND THREE HUNDRED TWO DOLLARS (\$20,302) for the contract term January 1, 2011 through May 31, 2011.

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Self-Help for the Elderly	Phone:	415-677-7600
Contact Person:	Anni chung	Fax:	415-296-0313
Address:	407 Sansome St. SAN FRANCISCO, CA 94111		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

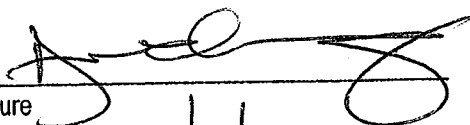
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature 
Date 2/2/11

Name Anni chung
Title President & CEO