

# ORIGINAL

## MEMORANDUM OF UNDERSTANDING #248-M1810

Between the Area 4 Agency on Aging  
and  
San Joaquin County Department of Aging and Community Services  
and  
El Dorado County Area Agency on Aging

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**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by and between the Area 4 Agency on Aging, a Joint Powers Authority (JPA), hereinafter called Planning and Service Area (PSA) 4, the San Joaquin County Department of Aging and Community Services, (hereinafter called PSA 11) and the County of El Dorado, Area Agency on Aging (hereinafter called PSA 29). The designation of PSA is a State title given to each Area Agency on Aging in California (collectively referred to as the "Participating Agencies").

### RECITALS

**WHEREAS**, the Health Insurance Counseling and Advocacy Program (HICAP) network provides free, confidential counseling and community education for California Medicare beneficiaries, their representatives, and people who will soon be eligible for Medicare; and

**WHEREAS**, the Older Americans Act was signed into law in 1965 by President Lyndon B. Johnson, and created a national network to respond to the needs of Americans age 60 years and older in every local community; and

**WHEREAS**, California HICAP Program is part of a national network of State Health Insurance Assistance Programs (SHIP). SHIP is a Federal Administration for Community Living (ACL) grant program that helps states enhance and support a network of local programs, staff, and volunteers. HICAP is supported by the California Department of Aging with financial assistance through a grant from the Administration for Community Living; and

**WHEREAS**, the Area on Aging / Area 4 was established in 1973 as one of the six original agencies on Aging in California; and

**WHEREAS**, The Area on Aging / Area 4 was restructured as a non-profit Joint Powers Authority (JPA) in 1983; and

**WHEREAS**, the Mello-Granlund Older Californians Act (Assembly Bill (AB) 2800) was approved by the Governor of the State of California on September 29, 1996, thereby amending various Sections of the California Welfare and Institutions Code; and

**WHEREAS**, in accordance with the Older Californians Act, (Assembly Bill (AB) 2800), WIC Section 9541, "The Legislature finds and declares the purpose of Health Insurance Counseling and Advocacy Program is to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a statewide basis, and preserving service integrity;" and

**WHEREAS**, in accordance with AB 2800, Chapter 7 (commencing with Section 9531 (b) (3)), the state may transfer responsibility for the Health Insurance Counseling and Advocacy Program (hereinafter referred to as "HICAP") to local Area Agencies on Aging; and

**WHEREAS**, in May 1996, the California Association of Area Agencies on Aging and the California HICAP Association developed and approved a "Statement of Principles" which described the transition process for contracting at the local level and defines the principles to be followed during the transition process; and

**WHEREAS**, during that time, staff representatives of PSA 4, PSA 11, PSA 29 and the California HICAP Association met and agreed to have PSA 4 serve as the lead agency for HICAP contracting; and

**WHEREAS**, all interested parties are committed to the provision of quality long-term care services to the older adult, and disabled adult, populations in each of the seven (7) counties, including Nevada County, Placer County, Sacramento County, Sierra County, Sutter County, Yolo County and Yuba County, participating in the JPA, as well as San Joaquin County and El Dorado County; and

**WHEREAS**, the Counties of PSA 4, and the entities of PSA 11, and PSA 29 desire to enter into this memorandum of understanding; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to establish an agreement for the oversight and administration of HICAP for the nine (9) counties of Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, Yuba, San Joaquin and El Dorado. This agreement will define the terms and the roles of PSA-4, PSA-11, and PSA-29 with regard to the provision of HICAP services for the above-named counties.

2. **MUTUAL RESPONSIBILITIES**

The agencies involved in this MOU (PSA 4, PSA 11, and PSA 29) are committed to improving the lives of older adults in our communities. To foster an effective working relationship between the nine agencies identified in Section 1 "PURPOSE," the HICAP Coordinating Committee was established in 1997. It shall be maintained according to the following provisions:

- a) **Composition and Structure:** The Coordinating Committee will be composed of a staff representative for each PSA, including a staff member of PSA 4 representing the seven participating counties in the JPA; a staff member from PSA 11 representing San Joaquin County; and a staff member from PSA 29 representing El Dorado County. In addition, the Committee Membership shall include at least one AAA Advisory Council member from each participating PSA. The Committee will meet when deemed necessary, alternating between the geographic locations of PSA 4, PSA 11 and PSA 29.
- b) **Function and Purpose:** The HICAP Coordinating Committee will provide oversight for the activities described in this MOU. The Committee will review the MOU, evaluate the current

HICAP operations for each geographic area, provide input on unmet needs, and develop strategies to support and enhance the provision of HICAP services.

- c) **Complaint Resolution:** The PSA 4 staff representative to the HICAP Coordinating Committee will serve as information coordinator and contact person for matters relating to or arising from this MOU. Should a concern or problem arise, it shall be presented in writing to the Coordinating Committee. If an issue cannot be resolved at that level, then it will be forwarded to the AAA Director of each participating PSA for resolution. If no resolution can be reached at the PSA level, matters may then be forwarded to the California Department of Aging (CDA).

### 3. PSA 4 (AREA 4 AGENCY ON AGING) RESPONSIBILITIES

This MOU designates PSA 4 as the lead agency for the HICAP service contract at the local level. PSA 4 agrees to do the following:

- a) **Contract Designation:** PSA 4 will assume the overall contract responsibility for the HICAP, including developing the Request for Proposal (RFP) process and timelines, coordinating this process and entering into an annual contract with HICAP service provider (hereinafter referred to as "Contractor"). The contract process shall be as required by applicable laws and regulations. These activities will be conducted in accordance with the California Department of Aging guidelines and the local transition plan.
- b) **Provision of Services:** PSA 4 will ensure that the Contractor provides HICAP services in accordance with law and regulations, the HICAP administrative manual as issued by the California Department of Aging, and the HICAP training curriculum as issued by the California Department of Aging.
  - 1) Specific client and program complaints will be handled through the Contractor as outlined in the California Department of Aging procedures manual and in the contractual agreement with the HICAP service provider.
- c) **Contract Administration:** PSA 4 is charged with implementing statutory provision of the HICAP administrative requirements (Welfare and Institutions Code, Section 9541), which include procurement of contractors (Section 3.a); review and approval of program operating plans; monitoring, evaluation, and documentation of contract performance and compliance; data collection, provision of support and technical assistance to contractor; distribution and maintenance of up-to-date program manuals which outline program standards, policies and procedures; and information and referral to the public.
- d) **Information-sharing:** PSA 4 will establish a mechanism for regularly sharing information, utilizing the HICAP Coordinating Committee. Official correspondence to the HICAP contractor shall include a copy to each participating PSA.
- e) **Internal Review Plan:** In addition to the role of the HICAP Coordinating Committee, PSA 4 will include a feedback mechanism in its annual plan to review the administration of this agreement.
- f) **Financial Administration:** PSA 4 will assume the lead role for the fiscal administration of HICAP and shall receive the administrative funds provided by CDA (approximately ten percent (10%) of the total grant award) in accordance with the Older Californians Act and State and Federal regulations.

As lead agency, PSA 4 will provide funds to both participating agencies (PSA 11 and PSA 29) to compensate travel and meal expenses related to this MOU for Coordinating Committee members and invited guests.

The mileage reimbursement rate to/from Coordinating Committee meetings shall equal the federal Internal Revenue Service mileage reimbursement rate in effect at the time of travel and shall be remitted following submission of a PSA 4 claim form. A noon meal will be reimbursed up to the maximum amount permitted by the PSA 4 Governing Board at the time and shall be remitted following submission of a PSA 4 claim form.

4. PSA 11 (SAN JOAQUIN) and PSA 29 (EL DORADO) RESPONSIBILITIES

PSA 11 and PSA 29 agree to the following:

- a) Coordination/Linkages: Each participating PSA will appoint appropriate representatives to the HICAP Coordinating Committee and will provide staff support, as needed, for coordination efforts.
- b) Resource Advocacy: Each participating PSA will work with the lead agency to support fundraising activities for the HICAP service provider in each geographic area as appropriate. Each PSA will advocate for resources which enhance, improve, or expand HICAP services to their local communities.

GENERAL PROVISIONS

1. REMUNERATION: With the exception of mileage/meal expenses reimbursement for attending HICAP meetings, as outlined below, there shall be no remuneration between the parties to this MOU:

- a. As lead agency, PSA 4 will provide funds to both participating agencies (PSA 11 and PSA 29) to compensate travel and meal expenses related to this MOU for Coordinating Committee members and invited guests.
- b. The mileage reimbursement rate to/from Coordinating Committee meetings shall equal the federal Internal Revenue Service mileage reimbursement rate in effect at the time of travel and shall be remitted following submission of a PSA 4 claim form. A noon meal will be reimbursed up to the maximum amount permitted by the PSA 4 Governing Board at the time and shall be remitted following submission of a PSA 4 claim form.

2. ASSIGNMENT/DELEGATION

None of the parties hereto shall assign, sub-contract, or transfer any interest in this agreement or any duty hereunder without written consent of the others and no assignment shall be made of any force or effect whatsoever unless and until the other parties have so consented.

3. AGREEMENT

With the exception of provisions of the Older Californians Act, this MOU may be amended at any time by mutual agreement of PSA 4, PSA 11 and PSA 29, and with the approval of the California Department of Aging.

4. NO THIRD-PARTY BENEFICIARIES

Nothing in this MOU is intended to create any rights or remedies for any person or persons other than the parties to this agreement.

5. **MUTUAL INDEMNIFICATION**

To the fullest extent allowed by law, each of the parties shall indemnify, defend and hold harmless the other parties, their elected officials, officers and employees, against and from all claims, suites, losses, demands and liability for damages, including attorneys' fees and other costs of defense brought for or on account of injuries to or the death of employees, or damage to property or any economical, consequential or special damages which are claimed or which shall in any way arise out of or be connected with services, operations or performance hereunder, except and in proportion to the extent caused by the negligence or willful conduct of any of the parties or their respective elected officials, officers, employees, agents or volunteers.

6. **RESOLUTION OF DISPUTES**

All parties shall continue to perform the obligation undertaken herein in the event of any dispute arising under this agreement. All parties shall make a good faith effort to resolve such dispute through negotiation prior to the commencement of any action taken to the California Department of Aging.

7. **TERM OF AGREEMENT**

This MOU will become effective upon execution by all parties hereto, and shall cover the period upon final execution through June 30, 2023, unless earlier terminated in accordance with Section GENERAL PROVISIONS, paragraph 8 "TERMINATION OF AGREEMENT."

8. **TERMINATION OF AGREEMENT**

No participating agency may terminate their participation in this agreement during its term without prior, written consent from the California Department of Aging.

9. **METHOD AND PLACE OF GIVING NOTICE**

Any notices shall be made in writing and may be given by personal delivery or by U.S. Post Office mail. Notice sent by mail shall be addressed as listed below and shall be deemed given upon receipt via USPS, postage prepaid, provided it is forwarded "certified or registered with proof of receipt."

**AGENCY**

**ADDRESS**

PSA 4

Area 4 Agency on Aging  
1401 El Camino Avenue, 4<sup>th</sup> Floor  
Sacramento, CA 95815

PSA 11

San Joaquin County Department of Aging and Community  
Services  
PO Box 201056  
Stockton, CA 95201

PSA 29

El Dorado County Area on Aging  
937 Spring Street  
Placerville, CA 95667

10. MERGER

This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of understanding between the parties. No modification of this MOU shall be effective unless and until such modification is evidenced by writing signed by all parties.

11. ADMINISTRATOR

The El Dorado County Officer or employee with responsibility for administering this Agreement is Michelle Hunter, Program Manager, Health and Human Services Agency, or successor.

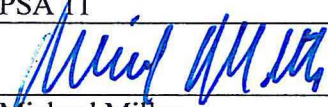
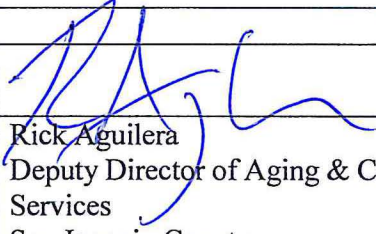
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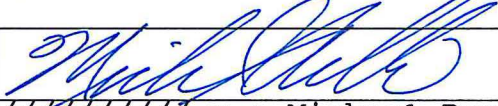
By: Michelle Hunter  
Michelle Hunter, Program Manager  
Health and Human Services Agency

Dated: 1/18/18

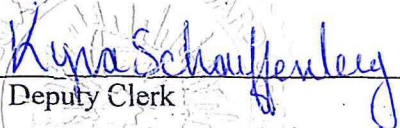
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

PSA 4	
Eldon Luce, Chair Area 4 Agency on Aging	Pamela Miller, Executive Director Area 4 Agency on Aging

PSA 11	
	
Michael Miller Human Services Director San Joaquin County	Rick Aguilera Deputy Director of Aging & Community Services San Joaquin County

PSA 29	
	
Patricia Charles-Heathers, Ph.D., Director Health and Human Services Agency County of El Dorado	Shiva Frenzen, Chair Michael Ranalli Board of Supervisors County of El Dorado

ATTEST:  
James S. Mitrissin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 3/6/18

