

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AREA 4 AGENCY ON AGING
AND
SAN JOAQUIN CO. DEPT. OF AGING AND COMMUNITY SERVICES
EL DORADO COUNTY AREA AGENCY ON AGING

This Memorandum of Understanding, effective the 1st day of July 2010, by and between Area 4 Agency on Aging, a Joint Powers Authority (JPA), hereinafter called Planning and Service Area 4 (PSA 4), and the El Dorado County Area Agency on Aging, hereinafter called PSA 29, and the San Joaquin County Department of Aging and Community Services, hereinafter called PSA 11. The designation of PSA is a State title given to each area agency on aging in California.

WHEREAS, the Older Californians Act, AB 2800, approved by the Governor of the State of California on September 29, 1996, outlines in Chapter 7 the transfer of state contract responsibility for the Health Insurance Counseling and Advocacy Program, hereinafter called "HICAP" to local area agencies on aging; and

WHEREAS, in AB 2800, Chapter 7.5, Section 9541, the Legislature finds and declares the purpose of the Health Insurance Counseling and Advocacy Program (HICAP) 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

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

WHEREAS, staff representatives of PSA 4, PSA 11, PSA 29 and HICAP met to develop a transition plan and agreed to have the Area 4 Agency on Aging (PSA 4) serve as the lead agency to 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 nine participating counties; and

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

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 a joint agreement for the oversight and administration of the Health Insurance Counseling Program (HICAP) which serves the nine counties of Sacramento, Nevada, Placer, Sierra, Sutter, Yuba, Yolo, El Dorado and San Joaquin. This agreement will define the contracting terms and the roles of PSA 4, 11, and 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 community and to establish a working relationship which will accomplish this goal.

- (a) Maintain the HICAP/AAA Coordinating Committee: To maintain an effective working relationship, the HICAP/AAA coordinating committee was established in 1997 and shall be maintained according to the provisions stated below.
- (b) Composition and Structure: The Coordinating Committee will be composed of a staff representative for each PSA. 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.
- (c) Function and Purpose: The HICAP/AAA Coordinating Committee will provide oversight for the activities described in the 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. In addition, it is the Committee's responsibility to ensure that an adequate proportion of service is delivered in each PSA.
- (d) Complaint Resolution: The PSA 4 staff representative to the HICAP/AAA Coordinating Committee will serve as information coordinator and contact person for concerns or problems. If problems arise related to the administration of the MOU or related coordination matters, they will be presented in writing to the HICAP/AAA Coordinating Committee. If a dispute cannot be resolved at this level, it will be forwarded to the AAA Director of each participating PSA for resolution. Failing resolution at the PSA level, issues may be then forwarded to the California Department of Aging.

Specific client and program complaints will be handled through the contractor as outlined in the California Department of Aging procedures manual and the subcontract.

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

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

- (a) Contract Designation: PSA 4 will assume the overall contract responsibility for HICAP services, including developing the RFP process and timelines, coordinating this process; and entering into an annual contract with the HICAP service provider. 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 subcontractor 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 (CDA).
- (c) Contract Administration: PSA 4 is charged with implementing statutory provisions of the HICAP administrative requirements (Welfare and Institutions Code, Section 9541), which include procurement of subcontractors (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 subcontractor; 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/AAA Coordinating Committee. Official correspondence to the HICAP contractor shall include a copy to each participating PSA.
- (e) Internal Review Plan: PSA 4 will include a feedback mechanism in its annual plan to review the administration of this agreement. In addition, the HICAP/AAA Coordinating Committee will provide oversight and complaint resolution for the MOU and HICAP operations.
- (f) Financial Administration: PSA 4 will assume the role of lead agency and the contract responsibility for the HICAP services as administered in their nine county area and shall receive the administrative funds (approximately 10%) provided by CDA 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 HICAP/AAA coordinating meetings shall equal the federal IRS 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 (\$12.00 per meal for the 2010 calendar year) and shall be remitted following submission of a PSA 4 claim form.

4. PSA 11 AND PSA 29 RESPONSIBILITIES

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

PART B - GENERAL PROVISIONS

1. ASSIGNMENT/DELEGATION

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

2. AGREEMENT

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

3. NO THIRD-PARTY BENEFICIARIES

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

4. LIMITED INDEMNIFICATION

To the fullest extent allowed by law, PSA 4 shall indemnify, defend and hold harmless PSA 11 and PSA 29, their elected officials, officers and employees, against and from any and all claims, suits, 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 PSA 11 or PSA 29 employees, or damage to property or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with PSA 4's services, operations or performance hereunder, except and in proportion to the extent caused by the negligence or willful conduct of either PSA 11 or PSA 29 or their respective elected officials, officers, employees, agents, or volunteers.

5. RESOLUTION 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.

6. TERMS OF AGREEMENT

This MOU will be in effect for six (6) years. The term of this agreement shall be from July 1, 2010 to June 30, 2016 unless terminated earlier in accordance with the provisions in Part B.

7. TERMINATION OF AGREEMENT

Any participating agency may terminate their participation in this agreement by giving thirty (30) day's written notice to the lead agency and other participating PSAs. Termination resulting from a disputed issue shall be submitted to the California Department of Aging for resolution.

8. METHOD AND PLACE OF GIVING NOTICE

Any notices shall be made in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

A4AA	(PSA 4)	Area 4 Agency on Aging 2260 Park Towne Circle, Suite 100 Sacramento CA 95825
San Joaquin County	(PSA 11)	San Joaquin County Dept. of Aging and Community Services P. O. Box 201056 Stockton CA 95201
El Dorado County	(PSA 29)	El Dorado County Area Agency on Aging 937 Spring Street Placerville CA 95667

and when so addressed, shall be deemed given upon receipt via United States mail, postage prepaid, provided it is forwarded "certified or registered with proof of receipt".

9. 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.

Executed on the date first above written.

SIGNATURE PAGE

PSA 4

Thomas R. Dahill, Chairperson
A4AA Governing Board

Deanna Lea, Executive Director
Area 4 Agency on Aging

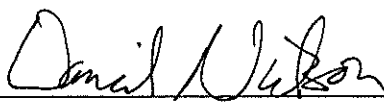
PSA 11

Leroy Ornellas, Chairperson
San Joaquin Co. Board of Supervisors
Agency

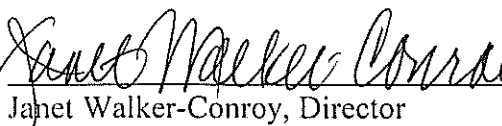
Joseph E. Chelli, Director
San Joaquin County Human Services

PSA 29

Norma Santiago, Chair
El Dorado Co. Board of Supervisors



Daniel Nielson, Director
El Dorado Co. Dept. of Human Services



Janet Walker-Conroy, Director
El Dorado Co. Area Agency on Aging