

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF SONOMA AREA AGENCY ON AGING

AND THE

MARIN COUNTY HEALTH & HUMAN SERVICES DEPARTMENT,

MENDOCINO COUNTY HEALTH AND HUMAN SERVICES AGENCY,

AREA AGENCY ON AGING SERVING NAPA AND SOLANO

This Memorandum of Understanding, made the 1st day of July 2009, by and between the County of Sonoma, a political subdivision of the State of California, hereinafter called "County Planning and Service Area (PSA 27)", and the Marin County Health & Human Services Division of Aging and Adult Services, hereinafter called "PSA 5"; Mendocino County Health and Human Services Agency, serving Lake and Mendocino Counties hereinafter called "PSA 26"; and the Area Agency on Aging Serving Napa and Solano, hereinafter called "PSA 28." The designation of PSA is a State title given to each area agency on aging within 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 North Bay Health Insurance Counseling and Advocacy Program, hereinafter called "HICAP," to the 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; and

WHEREAS, staff representatives of PSA 5, PSA 26, PSA 27, PSA 28 and HICAP have agreed to have the Sonoma County Area Agency on Aging (PSA 27) 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 six participating counties; and

WHEREAS, the County PSA 27 and the entities of PSA 5, PSA 26 and PSA 28 desire to enter into this memorandum of understanding;

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

PART A - SPECIFIC PROVISIONS

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 and Counseling Program (HICAP) which serves the six counties of Napa, Solano, Marin, Lake, Mendocino, and Sonoma. This agreement will define the contracting terms and the roles of PSA 5, 26, 27 and 28 with regard to the provision of HICAP services for the above named counties.

This MOU is intended to affirm the commitment of PSA 5, PSA 26, PSA 27, and PSA 28 to work together supporting and maintaining the provision of quality and equitable HICAP services in each of the six affected counties. Each PSA serves as the planning, coordinating, advocacy and funding body for the Older Americans Act in their geographic area. This MOU will not alter that basic responsibility.

2. MUTUAL RESPONSIBILITIES

The agencies involved in this MOU: PSA 5, PSA 26, PSA 27, and PSA 28 are committed to improving the lives of older adults and disabled adults in our community and to establish a working relationship which will accomplish this goal.

- (a) Coordinating Committee: To maintain an effective working relationship, a coordinating committee will continue and shall be designated the "North Bay HICAP Coordinating Committee".
- (b) Composition and Structure: The Coordinating Committee will be composed of a staff representative from each PSA. In addition, the committee membership may include on a regular or intermittent basis at least one AAA Advisory Council member from each participating PSA. The Committee will meet three times per year at the HICAP office or by teleconference. In addition, special meetings may be called when necessary.
- (c) Function and Purpose: The 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 staff representative to the 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 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 though the contractor as outlined in the California Department of Aging procedures manual and the subcontract.

3. SONOMA COUNTY (PSA 27) RESPONSIBILITIES

This MOU designates PSA 27 as the lead agency for the North Bay HICAP contract at the local level. PSA 27 agrees to the following:

- (a) Contract Designation: PSA 27 will assume the following responsibilities for HICAP services: developing the RFP process and timelines, coordinating this process, and entering into an annual contract with the HICAP service provider. The contract RFP 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 27 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 27 is charged with implementing statutory provisions of the HICAP administrative requirements (Welfare and Institutions Code, Section 9541), which include procurement of subcontracts (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 programs standards, policies, and procedures; and information and referral to the public.
- (d) Information-Sharing: PSA 27 will establish a mechanism for regularly sharing information with each participating PSA utilizing the North Bay HICAP Coordinating Committee. Official correspondence to the HICAP contractor shall include a copy to each participating PSA.
- (e) Internal Review Plan: PSA 27 will include a feedback mechanism in its annual plan to review the administration of this agreement. In addition, the North Bay HICAP Coordinating Committee will provide oversight and complaint resolution for the MOU and HICAP operations.
- (f) Financial Administration: PSA 27 will assume the role of lead agency and the contract responsibility for the North Bay HICAP services as administered in their six-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 27 will provide administrative funds to each participating agency (PSA 5, PSA 26, and PSA 28) to compensate for staff time and travel expenses related to this MOU. The allocation shall be \$1,000 annually per PSA during the time of this MOU.

4. PSA 5, PSA 26 and PSA 28 Responsibilities

- (a) Coordination/Linkages: Each participating PSA will appoint appropriate representatives to the North Bay HICAP Coordinating Committee and will provide staff support, as appropriate, for HICAP coordination efforts.

- (b) Resource Advocacy: Each participating PSA will work with the lead agency to support fundraising activities of the HICAP service agency in each geographic area. 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 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 the County (PSA 27) and PSA 5, PSA 26, and PSA 28 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. MUTUAL INDEMNIFICATION

PSA 5, PSA 26, and PSA 28 shall indemnify, defend, and hold COUNTY (PSA 27), its officer, agents, and employees, harmless from any claim, liability, loss, or damage arising out of, or in connection with, the performance of this MOU due to the willful or negligent acts, errors, or omissions of PSA 5, PSA 26, or PSA 28 and/or their agents, employees, or subcontractors. COUNTY shall indemnify, defend, and hold harmless PSA 5, PSA 26, and PSA 28, and their officers, agents, and employees, from any claim, loss, injury, or damage arising out of, or in connection with, the performance of this willful or negligent act, error, or omission of COUNTY and/or its agents, employees, or subcontractors.

5. RESOLUTION OF DISPUTES

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

6. AMENDMENT AND MODIFICATIONS

No modification or waiver provisions of this agreement or its attachments shall be effective unless such waiver or modification shall be in writing and signed by all parties, and then shall be effective only for the period and on the condition and for the specific instance for which given.

7. SIMULTANEOUS COUNTERPARTS

This agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

8. TERM OF AGREEMENT

This MOU will be in effect for four (4) years. The term of this Agreement shall be from July 1, 2009 to June 30, 2013 unless terminated earlier in accordance with the provisions in Part B. Upon mutual agreement of all parties, this MOU may be extended on the same terms and conditions for another four-year period.

9. 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.

10. METHOD AND PLACE OF GIVING NOTICE

All 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:

Sonoma County (PSA 27):	Sonoma County Area Agency on Aging P.O. Box 4059 Santa Rosa, CA 95402-4059
PSA 5:	Marin County Health & Human Services Department Division of Aging and Adult Services 10 North San Pedro Road, Suite 1012 San Rafael, CA 94903
PSA 26:	Lake and Mendocino Counties Area Agency on Aging Mendocino County Health and Human Services Agency P.O. Box 839 Ukiah, CA 95482
PSA 28:	Area Agency on Aging Serving Napa and Solano P. O. Box 3069 Vallejo, CA 94590

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.

11. NONDISCRIMINATION

All PSAs subject to this MOU shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, actual or perceived sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

12. CONFLICT OF INTEREST

The parties agree at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

The parties warrant and covenant that each presently has no interest, nor shall any interest be hereinafter acquired, in any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local or federal law. The parties further warrant that no officer, agent, employee, representative, contractor or subcontractor has influenced or participated in a decision to award this contract in which such officer, agent, employee, representative, contractor or subcontractor may have an interest, pecuniary or otherwise. In the event that a conflict of interest should nevertheless hereafter arise, each party shall promptly notify the other parties may determine whether to terminate this Agreement.

13. 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 the understanding between the parties. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by all parties.

Executed on the date first above written.

PSA 27

Chairperson
Sonoma County Board of Supervisors

Jo Weber, Director
Sonoma County Human Services Department

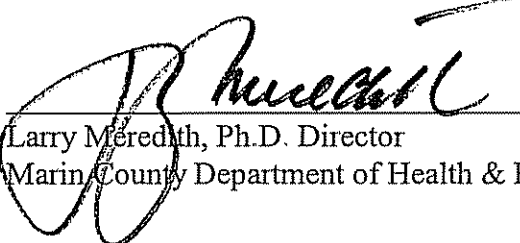
ATTEST:

County Clerk and ex officio Clerk of the Board
of Supervisors of the County of Sonoma

Diane Kaljian, Director
Sonoma County Area Agency on Aging

PSA 5:


Chairperson
Marin County Board of Supervisors



Larry Meredith, Ph.D. Director
Marin County Department of Health & Human Services

ATTEST:

County Clerk and ex officio Clerk of the Board
of Supervisors of the County of Marin



Nick Trunzo, Director
Division of Aging and Adult Services

PSA 26

Chairperson
Lake and Mendocino Counties Area Agency on
Aging Governing Board

Susan Era, Director
Lake and Mendocino Counties Area Agency on Aging

PSA 28:

Chairperson, Board of Directors
Area Agency on Aging Serving Napa and Solano

Leanne Martinsen, Executive Director
Area Agency on Aging Serving Napa and Solano