

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND THE
FAMILY SERVICE AGENCY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the FAMILY SERVICE AGENCY, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, by Resolution 70507 the parties entered into an Agreement for the purpose of providing Case Management Program, Congregate Nutrition Program, Peer Counseling, Senior Employment Programs, and Transportation Program services on November 10, 2009; and

WHEREAS, the parties wish to amend the Agreement to increase funding for the Case Management Program and the Senior Employment Programs in the amount of \$8,347; remove the Transportation Program services and funding in the amount of \$4,040; and add Appropriation Act, 2010 funds for the Senior Community Service Employment Program in the amount of \$19,358 for a total of \$368,845;

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

1. Section 3 of the Agreement is amended to read as follows:
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A – Amendment One, Schedule C and Schedule E, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One, Schedule D and Schedule F. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED FORTY-FIVE DOLLARS (\$368,845).

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 2010 will be due by July 7, 2010 to facilitate timely payment.

2. Schedule A and Schedule B of the Agreement are deleted and replaced and incorporated herein as Schedule A – Amendment One and Schedule B – Amendment One as attached.
3. Schedule E and Schedule F are incorporated herein as attached.
4. **All other terms and conditions of the Agreement dated November 10, 2009, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

FAMILY SERVICE AGENCY



Contractor's Signature 

Date: 5/10/10

SCHEDULE A – AMENDMENT ONE

FAMILY SERVICE AGENCY

FY 2009-2010 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program, a Peer Counseling Program, and the Senior Employment Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2009 through June 30, 2010. These programs shall operate in accordance with the California Department of Aging and/or State licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring will be conducted annually and onsite in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

Program Performance Measurement:

Contractor shall agree to distribute customer feedback surveys, which will be provided by County and returned to the County for data collection and analysis. Contractor agrees to attempt to obtain at least a 75% rating of good or better from client surveys.

I. CASE MANAGEMENT PROGRAM

A. Units of Service

Contractor agrees to provide 68 unduplicated clients with the following services: 537 units of case monitoring, 100 units of comprehensive assessments, and 43 units of general assessments.

B. Unit Definitions

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

Unit of Service: One hour

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

Unit of Service: One hour

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

Unit of Service: One hour

C. Program Requirements

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

Contractor agrees to:

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

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

Contractor assures that:

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

AAS shall:

1. Accept appropriate referrals from provider liaison; investigate, complete reports, and follow up, as necessary, on all suspected elder and dependent adult abuse reported by the liaison;
2. Assign AAS Spanish-speaking staff for consultation purposes. This role shall include, but not be limited to orientation to AAS standards, information about community resources, case consultation as needed, and/or case review; and

3. Utilization review and the provision of updates on policies and/or regulatory changes will be accomplished via the contract monitoring process and as needed.

II. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Contractor agrees to provide 320 unduplicated clients with 8,200 congregate meals, and four nutrition education presentations.

B. Unit Definitions

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

Unit of Service: One meal

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

Unit of Service: One presentation

Unit of Measurement: Participants per presentation

C. Program Requirements

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

Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the DRI and comply with the current Dietary Guidelines for Americans, 2005.

Contractor agrees to:

1. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements,

current California Retail Food Code (CRFC) and San Mateo County Health System policies and procedures;

2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate five days per week throughout the Community Service Area (CSA), but not necessarily five days per week at each site. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS; ✓
4. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the congregate meals service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, suggested contribution amount, etc;
5. Protect participants from potential food safety issues, by discouraging any practice of participants bringing home-cooked food to share with other participants during the congregate meal service;
6. Inform clients that the Congregate Nutrition Program is partially funded by the OAA by posting signs near the contribution container at each congregate meal site indicating such. Signs will also state the suggested contribution level for eligible clients and the established fee for employees, non-congregate program volunteers, as well as any guest under 60 years of age.
 - a. All contributions are to be anonymous and voluntary;
 - b. Volunteers providing services during the meal hours are not required to pay the established fee;
 - c. Contributions from eligible clients (project income) are to be used to expand or support the meal service; and
 - d. Guest, non-congregate program volunteer, and employee fees are to be collected and maintained separately from contributions from eligible clients;
7. Utilize appropriate verbiage in written materials, newsletters, and flyers by avoiding the use of language that implies a price or fee for the meal (e.g. "This meal is sponsored by"). If there is reference to a dollar amount for a meal, the words "donation" or "contribution" must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance; and

8. Submit menus the month prior to the meal service for approval by the AAS nutritionist. The menus are to be submitted with Contractor's MIS and invoice documents by the 10th of each month. All menus must comply with the following:
 - a. Be planned for a minimum of four (4) weeks;
 - b. Be posted in a location easily seen by participants at each congregate meal site;
 - c. Be legible and easy to read in the language of the majority of the participants; and
 - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

Contractor assures that:

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

III. PEER COUNSELING FOR NON-ENGLISH-SPEAKING OLDER ADULTS

A. Units of Service

Contractor agrees to provide 50 unduplicated non-English-speaking seniors with a total of 1,500 units of counseling.

B. Unit Definitions

Counseling: To provide advice, guidance, and casework support for clients, families/caregivers in order to enable the clients to make more effective use of services from caregivers/programs.

Unit of Service: One hour

C. Program Requirements

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

Program Service Description. Peer Counseling For Non-English-Speaking Older Adults offers a non-traditional alternative to the clinical services provided by a mental health professional. Culturally sensitive volunteers provide individual and group counseling to older adults whose primary language is not English, assisting them with difficulties associated with grief, loneliness, anxiety, depression, caregiving, and a variety of other issues. All volunteers must receive basic peer counseling training before they are assigned to clients, as well as participate in ongoing training. A licensed clinical social worker (or equivalent) shall provide clinical supervision for the program.

The goal of this program is to provide emotional support, guidance, and empathy to frail older persons who are culturally isolated because of language and who are experiencing loneliness, depression, anxiety, illness, and/or problems with family, relationships, and/or caregivers.

2. Contractor agrees to:
 - a. Complete a written intake form on all clients. A written assessment shall be completed before a client is assigned a peer counselor; ✓
 - b. Open a case on all clients receiving peer counseling services; maintain files that include assessment forms, release of information forms, and ongoing progress notes; and ensure all client information is maintained in a confidential manner;
 - c. Ensure volunteers document their client contacts and communicate significant findings or changes with staff;
 - d. Maintain adequate staffing to ensure the successful operation of the Peer Counseling Program. All volunteers working in this program shall receive ongoing clinical supervision by a licensed clinical social worker (or equivalent). Staff shall have the ability to speak and write the language(s) and have a cultural understanding of the community(s) targeted by the program. Peer counselors making home visits must have some form of identification that confirms that they are peer counselors;

- e. Provide basic peer counseling training to all volunteers before they are assigned to clients. Training shall include the need for client confidentiality. In addition, volunteers are required to participate in ongoing training and in-service sessions. Training must be available in the appropriate language(s) for counselors who are non-English-speaking;
 - f. Coordinate with other agencies providing services to the target population(s). Written outreach plans detailing how the organization will recruit peer counselors and how it will outreach to organizations shall be developed and monitored. When appropriate, clients shall be referred to other agencies to receive needed services; and
 - g. Submit quarterly reports on unduplicated persons served and monthly reports on the services provided, as detailed in the Management Information System (MIS) Manual. The manual is available upon request from AAS. Monthly reports on the units of service are due on the 10th day of the month following the month of the report. Quarterly reports on unduplicated persons served are due on the 10th of the month following the end of the quarter.
3. Contractor assures that:
- a. Means tests shall not be used by any Contractor;
 - b. Services shall not be denied to any client that does not contribute toward the cost of the services received;
 - c. Methods used to solicit voluntary contributions shall be non-coercive;
 - d. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service; and
 - e. Proof of age or citizenship shall not be required as a condition of receiving services.

IV. SENIOR EMPLOYMENT SERVICES PROGRAMS

A. Units of Service

Title IIIB – Employment/Second Career Program

Contractor agrees to provide 295 unduplicated seniors with a total of 55 placements and 1,000 community education units.

Title V – Senior Community Services Employment Program

Contractor agrees to provide 18 subsidized slots (modified positions) and will provide services in accordance with the Performance Measures outlined below in E. Scope of Work, #2.

B. Title V Definitions

Title V Senior Community Service Employment Program (SCSEP) means a program that serves low-income persons who are 55 years of age and older and who have poor employment prospects by placing them in part-time community service assignments and by assisting them to transition to unsubsidized employment [Older Americans Act (OAA), 20 CFR Part 641.110].

Participant means an individual who is eligible for the Title V SCSEP, is enrolled, and is receiving services for up to 48 months, unless a request for a waiver is made by the Grantee and approved by the U.S. Department of Labor (DOL). [OAA Section 518(a)(3)(B), 20 CFR Part 641.140].

Participant Position means an authorized training slot whose unit cost includes administration; participant wage and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given Fiscal Year is based on an equitable distribution ratio determined by the U.S. Census and allocated by the DOL. [OAA Section 506(g)(91), OAA Section 507].

Modified Positions means the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants. (Employment Training Administration 5140).

Unemployed means an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income. [OAA Section 518 (a)(8)].

Low Income means family income not more than 125 percent of the federal poverty guidelines. [OAA Section 518(a)(3)(A)].

Eligible Service Population means unemployed low-income California residents who are 55 years of age or older and who have poor employment prospects. Priority must be given to individuals who are 65 years of age and older or (a) have a disability; (b) have limited English proficiency or low literacy skills; (c) reside in a rural area; (d) are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(2); (e) have low employment prospects; (f) have failed to find employment after utilizing services provided through the One-Stop-Delivery System; or (g) are homeless or at risk for homelessness. [OAA Section 518(b)(1)(2)].

Host Agency means a public agency or private non-profit 501©(3) organization that provides a training work site and supervision for a participant position (20 CFR 641.140).

Service to Most-in-Need means service to participants who are over the age of 60 and have one or more of the following: an income at or below the poverty level, physical or mental disabilities, language barriers, LEP, cultural, social or geographical isolation, poor employment history or prospects, or other social barriers.

Community-Service Employment Training means placing participants at host agencies that have occupations which are similar to “in demand” private sector jobs. Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. There is no hour limit for a participant’s community service training employment in a 12-month period [20CFR 641.140, OAA Section 518(A)(@)].

On-The-Job-Experience (OJE) Training means developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment. (Older Worker Bulletin No. 04-04).

One-Stop Career Centers (OSCC) means agencies that are funded by the Workforce Investment Act (WIA) to provide universal access to employment referrals, training, and other job-seeker/employer service (20 CFR 641.140).

Core Indicators means indicators that are subject to goal-setting and corrective action [20CFR Part 641.700(a)].

Additional Indicators means indicators that are not subject to goal-setting and corrective action [20CRF Part 700(a)].

Performance Measures means core indicators and additional indicators of performance that measure the success and effectiveness of the SCSEP (20 CFR 641.710).

Entry into Unsubsidized Employment (entered employment) means participants who are employed in the first quarter after the exit quarter [20 CFR Part 710(a)(2)].

Number of Eligible Individuals Served (service level) means the total number of participants served divided by the grantee’s authorized number of positions, after adjusting for minimum wage [20 CFR Part 641.710(a)(5)].

Hours (in the aggregate) of Community Service Employment Training (community service hours) means the number of hours of community service provided by SCSEP participant [20 CFR Part 641.7109(a)(1)].

Classroom Training Hours means the number of hours spent in classroom training by SCSEP participants.

Participant Program Tenure means participants can be enrolled in the program for up to 48 months. A request to extend this time may be submitted to CDA for participants that are hard to serve.

Retention In Unsubsidized Employment for Six Months (employment retention) means full or part-time paid employment in the public or private sector for six months after the starting date of placement into unsubsidized employment without the use of funds under Title V or any other Federal or State employment subsidy program [20 CFR 641.710(a)(3)].

Limited English Proficiency (LEP) means individuals who do not speak English as their primary language and who have a limited ability to read, speak, or write or understand English (20 CFR Part 641.140).

Number of Most-in-Need Individuals Served (service to-most-in need) means service to participants who meet any of the following characteristics: are age 75 or older; have a severe disability; are frail; meet the eligibility requirements related to age for, but do not receive benefits under Title II of the Social Security Act; live in an area with persistent unemployment and are individuals with severely limited employment prospects; have limited English proficiency; have low literacy skills; have a disability; reside in a rural area; are veterans; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act of 1998; are homeless or at risk for homelessness [20 CFR Part 641.710(a)(6)].

Customer Satisfaction means satisfaction of the participants, employers, and host agencies with their experience with SCSEP [20 CFR 641.710(b)(2)].

Satisfaction Survey means an instrument that gathers data concerning the satisfaction of participants, employers, and their host agencies with their experiences and the services provided [20 CFR 644.710(b)(2)].

Earnings means the “average earnings” of those participants who are employed. To calculate “earnings”, use the total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period [20CFR Part 641.710(a)(4)].

Supportive Services means services, such as transportation, child care, dependent care, housing, and needs related payments that are necessary for an individual to participate in program activities and to retain unsubsidized employment [OAA Section 518(a)(7)].

State Plan means the 4-year plan submitted to DOL describing SCSEP strategic focuses with an update not less than every 2 years.

SCSEP Performance and Results Quarterly Progress Report System (SPARQ) means the DOL system used to process and analyze SCSEP data and the system used to view, print, and save SCSEP quarterly progress reports, data quality reports, and management reports [20 CFR 641.879(e)(f)(h)].

Web Data Collection System (WDCS) means the DOL web-based data collection system used to input all SCSEP program and participant information in SPARQ [OAA Section 503(f)(3)(4)].

Mathematica (MPR) means the organization under contract to DOL to create the SCSEP SPARQ and the WDCS and who is responsible for providing on its website the SPARQ user's guide and DOL policy guidance related to system upgrades [2- CFR 641.879(e)-(i)].

Charter Oak Group (COG) means the organization under contract to DOL to create the SCSEP WDCS handbook that provides direction on entering data into the WDCS and providing on its website DOL policy guidance, frequently asked questions, and revisions to the handbook [20 CFR 641.879(e)-(i)].

Transfer/Change Utility means the WDCS procedure used to transfer a participant into SPARQ from a CDA SCSEP to a national SCSEP contractor or vice versa [20 CFR 641.879(e)-(i)].

C. Unit Definitions

Community Education: To educate groups of individuals, their families, friends, and community organizations/facility staff of the rights, benefits and entitlements for older adults, especially in the area of senior employment.

Unit of Service: One hour

Placement: To assist an older adult in securing appropriate part-time/full-time employment.

Unit of Service: One placement

D. Program Requirements

Contractor agrees to provide these services in accordance with Title III/V of the Older Americans Act and all applicable state and local standards.

E. Scope of Work

1. The Contractor shall perform the following if operating as a direct Title V program; for a Title V contracted program the Contractor shall ensure that the subcontractor shall perform the following:
 - a. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws and regulations [OAA, Public Law 109-365 – October 20 CFR Part 641 – April 2004, and 29 CFR Part 89]; WIA, Public Law (105-220), Regulations section 121(b)(1)(B)(vi), 29 U.S.C. 2841 (b)(1)(B)(vi) and 29 CFR Part 662 Subpart B §§ 662.200 through 662.280 and Parts 660-671; 20 CFR Part 641 Interim Rule; The Jobs for Veterans Act (Public Law 107-288) (2002) (38 U.S.C. 4215); the Title V SCSEP Manual as issued by the CDA and any other subsequent memos, bulletins, or similar instruction issued during the term of this Agreement by DOL;
 - b. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals the opportunity to participate in the program [20 CFR 641.515(a)];
 - c. List all SCSEP community service assignments with the local OSCC;
 - d. Provide an orientation to participants that includes information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; and permitted and prohibited political activities [20 CFR 641.535(a)(1)];
 - e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two times during a 12-month period {20 CFR 641.535(a)(2)};

- f. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and will reflect the needs as well as the expressed interests and desires of the participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessment. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals (20 CFR 641.140);
- g. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP [20 CFR 641.535(a)(5)(6)];
- h. Submit all requests for an OJE to the Department for approval prior to exercising the OJE with any participants (Older Worker Bulletin No. 04-04);
- i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every 12 months. Documentation records shall be maintained in a confidential manner (20 CFR 641.505);
- j. Cooperate with community, employment, and training agencies, including agencies under the WIA and provided through OSCC, to provide services to low-income older workers (20 CFR 641.200);
- k. Participate in the development of the SCSEP State Plan. Local activities must support the strategic focuses outlined in the SCSEP State Plan. [20 CFR 641.315(a)];
- l. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention. [20 CFR 641.535(14)(15)];
- m. As mandated partner under the WIA, the Title V SCSEP must have a signed Memorandum of Understanding with the Local Workforce Investment Board(s) and the OSCC(s) detailing how services will be provided. [WIA Sections 662.200-300];

- n. The MOU must contain the following components: (1) a description of the functions/services to be performed for One-Stop clients; (2) an explanation of how the costs of these functions/services and One-Stop operations will be funded; (3) a description of the methods to be used for referring clients among the partners, and (4) the duration of the MOU and procedures for amending it. [20 CFR Part 652 et.al];
 - o. Maintain an up-to-date Title V SCSEP Manual, Charter Oak Group (COG) Data Collection Handbook, Mathematics (MPR) User's Guide, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures [20 CFR 641.879(e)(f)(h)];
 - p. Monitor on a monthly basis the COG and MPR websites to be informed of DCS updates and to view the "ask the Experts" frequently asked questions. [641.879(e)-(i)];
 - q. Use the program data collection and reporting system as required by the CDA [OAA Section 503(f)(3)(4)];
 - r. Submit all requests for the Transfer/Change utility transaction in SPARQ to the Department for prior approval. [641.879(h)]; and
 - s. Have appropriate office space to conduct private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.
2. The Contractor shall, or if subcontracted, the subcontractor shall, meet the annual negotiated performance measures established by the U. S. Department of Labor, which include:

Core Indicators (20 CFR 641.700)

- 1. Community Service – 80%
- 2. Common Measures Entered Employment – 38.6%
- 3. Common Measures Employment Retention Goal – 67.9%
- 4. Common Measures Average Earnings - \$9,549
- 5. Service Level – 100%
- 6. Service to Most-in-Need – 2.39

Additional Indicators include: [20 CFR 641.700©]

- 1. Employment Retention (1 year)
- 2. Customer Satisfaction (Employer, Host Agency, Participant)

3. Contractor agrees to assure the following:

- a. Participants, while enrolled in the Title V SCSEP, shall receive at least the current minimum wage plus fringe benefits required by law including compensation for federal holidays. Fringe benefits, including annual physical examinations, must be provided uniformly to all participants within a project or subproject. Participants must be paid for hours spent in orientation, training, other required activities, and time spent working in the assigned community service employment activity. [OAA section 501©(6)(A)(i), CFR 641.535(a)(b)(i)];
- b. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits. (20 CFR 641.535);
- c. Contractor will comply with an average participation cap for eligible individuals of no more than 27 months in the aggregate, unless requested and approved by the DOL. [OAA Section 203(b)(1)(C)];
- d. When monitoring local projects (sub-sub grantees) the Contractor will use a tool that mirrors the CDA's simplified monitoring tool. [OAA Section 503(f)(1)];
- e. The Contractor will provide a written policy to AAS regarding terminations (including IEP terminations), leave of absences from the program and grievance procedures. (20 CFR 641.910), (20CFR 641.580); and
- f. The Contractor is required to provide a 30-day notice for all terminations except in the case of the participant providing false information or for cause. Terminations must not discriminate against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color or disability.

4. Appeal Process

In relation to an appeal conducted as a result of a determination of ineligibility or termination for cause against a Title V SCSEP participant, the decision of AAS is final. In accordance with 20 CFR Part 641.910, no appeal shall be elevated to the DOL unless a federal law has been violated. In the event an appeal is elevated to DOL, a copy must be provided to the State. Complaints alleging discrimination on the basis of race, color, religion, sex, national origin, disability, or age may be filed with the Director, Civil Rights

Center (CRC), Department of Labor, 200 Constitution Avenue, N.W.,
Room N4123, Washington, D.C. 20210.

5. Transition Plan

The Contractor shall submit a transition plan to AAS within 3 days of delivery of a written Notice of Termination of a program funded by Title V SCSEP. The transition plan must be approved by the County and State and shall at a minimum include the following:

- a. A process on how participants will be notified of program closure, reduction of slots, or change in service provider;
- b. A process on how confidential records of participants and database files will be relinquished to the Contractor or new service provider;
- c. A process to communicate with National SCSEP grantees to transfer current participants into other employment/training opportunities;
- d. A process on how supportive services will be identified and provided to participants to ease in the transition; and
- e. A process to conduct a property inventory and plan to dispose or transfer, or return to AAS all equipment purchased during the entire operation of the contract.

6. Assurances for Title III Programs

Contractor assures that:

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

SCHEDULE B – AMENDMENT ONE

FAMILY SERVICE AGENCY

FY 2009-2010 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program, a Peer Counseling Program, and the Senior Employment Services Program. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2009 through June 30, 2010. These programs shall operate in accordance with the California Department of Aging and/or State licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

I. CASE MANAGEMENT PROGRAM

AAS will pay the Contractor in consideration of Case Management Program services rendered through OAA Title IIIB funds. The reimbursement amounts are calculated based on the 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.

AAS will pay the Contractor \$25,000 and an additional \$5,858 in OAA Title IIIB baseline funds to increase baseline services for the Case Management Program.

The maximum reimbursement for the Case Management Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed THIRTY-THOUSAND EIGHT HUNDRED FIFTY-EIGHT DOLLARS (\$30,858).

II. CONGREGATE NUTRITION PROGRAM

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

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed THIRTY-THOUSAND THREE HUNDRED FORTY DOLLARS (\$30,340).

III. PEER COUNSELING FOR NON-ENGLISH-SPEAKING OLDER ADULTS

AAS will pay the Contractor in consideration of Peer Counseling for Non-English-Speaking Older Adults Program services rendered through OAA Title IIID funds. The reimbursement amounts are 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.

The maximum reimbursement for the Peer Counseling Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed TEN-THOUSAND DOLLARS (\$10,000).

IV. SENIOR EMPLOYMENT SERVICES PROGRAMS

AAS will pay the Contractor in consideration of the Senior Employment Services Programs services rendered through OAA Title IIIB and Title V funds. The reimbursement amounts are 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.

AAS will pay the Contractor \$14,972 in OAA Title IIIB baseline funds for baseline services for the Senior Employment Services/Second Career Program.

AAS will pay the Contractor \$2,489 in OAA Title IIIB One-Time-Only funds for supplies and equipment for the Senior Employment/Second Career Program.

The maximum reimbursement for the Title IIIB, Employment/Second Career Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed SEVENTEEN THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$17,461).

The maximum reimbursement for the Title V, Senior Community Services Employment Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed ONE HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED SIXTY DOLLARS (\$181,260).

Contractor agrees to the following:

- A. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- B. A mid-year review, scheduled for January 2010, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- C. The Contractor will submit invoices and monthly program reports to AAS by the tenth (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 June 2010 will be due by July 7, 2010 to facilitate timely payment;
- D. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- E. Submit a closing report with supporting documentation of expenses by July 23, 2010;

Documentation should include the following:

- General ledger of expenditures for the contracted program
 - Applicable payroll register
 - Lease agreements and allocation percentage for rent cost
 - Equipment invoices
 - Vendor invoices for large purchases
 - CDA 32 form – Report of property furnished/purchased
- F. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated; and
 - G. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

The maximum reimbursement for contracted services between San Mateo County AAS and Family Service Agency is \$269,919 in OAA and NSIP funds and \$33,265 in County General Funds for general program support for a total amount of THREE HUNDRED SEVEN THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS (\$303,184) for the contract term July 1, 2009 through June 30, 2010.

SCHEDULE C

FAMILY SERVICE AGENCY

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

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): Congregate Nutrition Program and the Senior Community Service Employment Program. Services described in this Schedule C reflect program performance requirements (units of service) during fiscal year July 1, 2009 through June 30, 2010. These programs shall operate in accordance with the California Department of Aging and/or State licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring will be conducted annually and onsite in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

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

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

B. Program Requirements

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

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

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

Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the DRI and comply with the current Dietary Guidelines for Americans, 2005.

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

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

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

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

Eligible Service Population for Nutrition Stimulus funds means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low-income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

Contractor agrees to:

1. Conform to the appropriate Federal, State and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC), San Mateo County Health System policies and procedures, and any other subsequent program memorandum, provider bulletins, or instructions issued during the term of this Agreement;
2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate five days per week throughout the Community Service Area (CSA), but not necessarily five days per week at each site. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS;
4. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the congregate meals service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, etc.;
5. Protect participants from potential food safety issues, by discouraging any practice of participants bringing home-cooked food to share with other participants during the congregate meal service;
6. Inform clients that the Congregate Nutrition Program is partially funded by the OAA by posting signs near the contribution container at each congregate meal site indicating such. Signs will also state the suggested contribution level for eligible clients and the established fee for employees, non-congregate program volunteers, as well as any guest under 60 years of age.
 - a. All contributions are to be anonymous and voluntary;
 - b. Volunteers providing services during the meal hours are not required to pay the established fee;
 - c. Contributions from eligible clients (project income) are to be used to expand or support the meal service; and

- d. Guest, non-congregate program volunteer, and employee fees are to be collected and maintained separately from contributions from eligible clients;
7. Utilize appropriate verbiage in written materials, newsletters, and flyers by avoiding the use of language that implies a price or fee for the meal. If there is reference to a dollar amount for a meal, the words "donation" or "contribution" must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance; and
8. Submit menus for approval to AAS registered dietitian at least four weeks prior to distribution. All menus must comply with the following:
 - a. Be planned for a minimum of four (4) weeks;
 - b. Be posted in a location easily seen by participants at each congregate meal site;
 - c. Be legible and easy to read in the language of the majority of the participants; and
 - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate;

Contractor assures that that following conditions are met:

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

7. Cost sharing shall not be implemented for any Nutrition Stimulus or Title III C service until so notified by the County; and
8. Proof of age or citizenship shall not be required as a condition of receiving services.

C. ARRA Specific Terms and Conditions

1. This Agreement is issued under the authority of the American Recovery and Reinvestment Act of 2009, P.L. 111-5. By receiving funds under this Agreement, the Contractor assures that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Agreement;
2. Buy American – Use of American Iron, Steel, and Manufactured Goods. Contractors may not use any funds obligated under this Agreement for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless Health and Human Services (HHS) waives the application of this provision. (ARRA Sec. 1605);
3. Wage Rate Requirements

[This term and condition shall not apply to tribal contracts entered into by the Indian Health Service funded with this appropriation. (ARRA Title VII-Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities)] Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by Contractors and subcontracts on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United State Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code. (ARRA Sec.1606);
4. Recipient shall also use grant funds in a manner that maximizes job creation and economic benefit (ARRA Sec. 1602);

5. Limit on Funds (ARRA)

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

6. Disclosure of Fraud or Misconduct

Contractors awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/> ;

7. ARRA: One-Time Funding

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

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

D. Resolution of Language Conflicts

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

1. The terms and conditions of this ARRA of 2009 Award and other requirements have the following order of precedence if there is any conflict in what they require: (1) the ARRA; (2) other applicable Federal statutes and their implementing regulations; (3) M-09-10; and (4) terms and conditions of ARRA award;
2. Standard Agreement (STD 213), all Exhibits and any amendments thereto;

3. All other contract policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements apply unless they conflict or are superseded by the terms and conditions implementing their ARRA requirements. Recipients are responsible for contacting the County for any needed clarifications;
4. Any other documents incorporated herein by reference; and
5. Program memos and other guidance issued by the State.

**II. SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM
American Recovery and Reinvestment Act (ARRA)**

This Agreement is issued under the authority of the American Recovery and Reinvestment Act (ARRA) of 2009, P.L. 111-5. By receiving funds under this Agreement, the Contractor assures that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirement of this Agreement.

ARRA funds are intended to expand the number of SCSEP participants assigned to community service work, especially in those growth industries emphasized in the ARRA (e.g., health care, child care, education, green, jobs, energy efficiency, and environmental services) and in expanded public service activities that utilize Recovery Act funds.

A. Units of Service

Title V - Senior Community Services Employment Program

Five participant slots.

B. Unit Definitions

1. Unsubsidized Placement Rate – (The number of successful placements divided by the number of modified slots).
2. Service Level - (The number of participants active at any time during the reporting period divided by the number of modified slots).
3. Employment Retention Rate - (The number of participants employed in unsubsidized employment six months and one year after the earliest start employment date).
4. Community Service Hours - (The total number of hours of community service).

5. Most in Need - (The number of participants active at any time during the reporting period who are 60 or over and who have one or more of the specified barriers to employment divided by the number of participants who were active at any time during the reporting period).
6. Customer Satisfaction (This measure, which is in three parts, reports the average American Customer Satisfaction Index (ACSI) score for employers, participants, and host agencies).
7. Earnings Increase - (Average earnings gain for all exiters who were employed in the first quarter after the quarter of exit).

C. ARRA Specific Terms and Conditions:

1. Buy American – Use of American Iron, Steel, and Manufactured Goods. Contractors may not use any funds obligated under this Agreement for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured good used in the project are produced in the United States unless Health and Human Services (HHS) waives the application of this provision. (ARRA Sec. 1605);

2. Wage Rate Requirements

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

3. Preference for Quick Start Activities (ARRA). In using funds from this Agreement for infrastructure investment, Contractors shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 after the date of the enactment of ARRA;

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

4. Limit on Funds (ARRA)

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

5. Disclosure of Fraud or Misconduct

Contractors awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/> ;

6. ARRA: One-Time Funding

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

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

8. The Contractor shall notify ARRA program participants verbally and in writing at the time of enrollment that:

- a. They are being enrolled with ARRA funding that is due to expire on June 30, 2010;
- b. They are subject to the same rights and responsibilities as enrollees in the regular SCSEP program;
- c. Every effort will be made to help them obtain unsubsidized employment prior to the expiration of the ARRA program; and
- d. Prior to the expiration of ARRA funding, timely transition planning will be undertaken to determine the most appropriate services that may still be needed by the participant, including referral of job-ready participants to the One-Stop Career Center, and transfer of participants who require additional community service training into the regular program provided sufficient funds are available in that program. If they are not able to transition to the regular program, they may be terminated at the expiration of the ARRA funding availability. However, they will be given priority for re-enrollment in SCSEP consistent with eligibility requirement and statutory priorities of service.

D. Program Requirements

Contractor agrees to provide these services in accordance with Title V SCSEP of the Older Americans Act, all applicable State, Federal and local standards, and the ARRA of 2009, P.L. 111-5.

E. Scope of Work

- 1. The Contractor shall perform the following:
 - a. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws and regulations [OAA, Public Law 109-365 – October 20 CFR Part 641 – April 2004, and 29 CFR Part 89]; WIA, Public Law (105-220), Regulations section 121(b)(1)(B)(vi), 29 U.S.C. 2841 (b)(1)(B)(vi) and 29 CFR Part 662 Subpart B §§ 662.200 through 662.280 and Parts 660-671; 20 CFR Part 641 Interim Rule; The Jobs for Veterans Act (Public Law 107-288) (2002) (38 U.S.C. 4215); the Title V SCSEP Manual as issued by the CDA and any other subsequent memos, bulletins, or similar instruction issued during the term of this Agreement by DOL;
 - b. The Contractor will use ARRA funds to expand the number of SCSEP participants assigned to community service work, especially in those growth industries emphasized in the ARRA

(e.g., health care, child care, education, green, jobs, energy efficiency, and environmental services) and in expanded public service activities that utilize Recovery Act funds;

- c. The Contractor will recruit new Host Agencies or expand opportunities at existing Host Agencies, as determined by enrollment needs;
- d. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals the opportunity to participate in the program. [20 CFR 641.515(a)];
- e. Provide an orientation to participants that includes information on project goals and objectives, community service training assignments, training opportunities, available supportive services, the availability of a free physical examination, participant's rights and responsibilities, and permitted and prohibited political activities. [20 CFR 641.535(a)(1)];
- f. Conduct individual assessments of the participants' work history, skills and interests, talents, physical capabilities, aptitudes, occupational preferences, need for supportive services, potential for performing proposed community service assignment duties, and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two times during a 12-month period. [20 CFR 641.535(a)(2)];
- g. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and will reflect the needs as well as the expressed interests and desires of the participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessment. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals. (20 CFR 641.140);
- h. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP. [20 CFR 641.535(a)(5)(6)];
- i. Submit all requests for an OJE to the State for approval prior to exercising the OJE with any participants. (Older Worker Bulletin No. 04-04);
- j. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain

documentation supporting their eligibility. The income of each participant shall be recertified once every 12 months. Documentation records shall be maintained in a confidential manner. (20 CFR 641.505);

- k. Cooperate with community, employment, and training agencies, including agencies under the WIA and provided through OSCC, to provide services to low-income older workers. (20 CFR 641.200);
- l. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention. [20 CFR 641.535(14)(15)];
- m. As mandated partner under the WIA, the Title V SCSEP must have a signed Memorandum of Understanding with the Local Workforce Investment Board(s) and the OSCC(s) detailing how services will be provided. [WIA Sections 662.200-300];
- n. The MOU must contain the following components: (1) a description of the functions/services to be performed for One-Stop clients; (2) an explanation of how the costs of these functions/services and One-Stop operations will be funded; (3) a description of the methods to be used for referring clients among the partners, and (4) the duration of the MOU and procedures for amending it. [20 CFR Part 652 et.al];
- o. Maintain an up-to-date Title V SCSEP Manual, Charter Oak Group (COG) Data Collection Handbook, Mathematics (MPR) User's Guide, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures [20 CFR 641.879(e)(f)(h)];
- p. Use the program data collection and reporting system as required;
- q. Submit all requests for the Transfer/Change utility transaction in SPARQ to the Department for prior approval. [641.879(h)]; and
- r. Have appropriate office space for conduct private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.

2. The Contractor shall meet the annual negotiated performance measures established by the U. S. Department of Labor, which include:

Core Indicators (20 CFR 641.700)

1. Entered Employment
2. Service Level
3. Service to Most-in-Need
4. Employment Retention (6 months)
5. Community Service Hours
6. Earnings

Additional Indicators include: [20 CFR 641.700(c)]

1. Employment Retention (1 year)
2. Customer Satisfaction (Employer, Host Agency, Participant)

3. Contractor agrees to assure the following:
 - a. Services are provided only to the defined Eligible Service Population in the same counties/geographic areas as currently authorized in Program Year 08 SCSEP grants;
 - b. ARRA funds are a one-time addition to the current program as administered through the SCSEP Program;
 - c. Participants, while enrolled in the Title V SCSEP, shall receive at least the current minimum wage plus fringe benefits required by law including compensation for federal holidays. Fringe benefits, including annual physical examinations, must be provided uniformly to all participants within a project or subproject. Participants must be paid for hours spent in orientation, training, other required activities, and time spent working in the assigned community service employment activity. [OAA section 501(c)(6)(A)(i), CFR 641.535(a)(b)(i)];
 - d. Participants are notified they are enrolled with ARRA funds and the services they will be provided;
 - e. Contractors who are over enrolled in their regular SCSEP program may move a limited number of participants to ARRA funding utilizing the SPARQ transfer utility. Only participants who enrolled in the regular SCSEP program on or after January 1, 2009 may be moved;

- f. Assignment of participants to Host Agency training positions will not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals not participating in the program;
- g. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits. (20 CFR 641.535);
- h. Funds shall be spent expeditiously and effectively, with full transparency and accountability ensured by submitting all required program and financial reports;
- i. ARRA funds will supplement, not supplant, ongoing SCSEP funding;
- j. Contractor will comply with an average participation cap for eligible individuals of no more than 27 months in the aggregate, unless requested and approved by the DOL. [OAA Section 203(b)(1)(C)];
- k. When monitoring local projects (sub-sub grantees) the Contractor will use a tool that mirrors the CDA's simplified monitoring tool. [OAA Section 503(f)(1)];
- l. The Contractor will provide a written policy to AAS regarding terminations (including IEP terminations), leave of absences from the program, and grievance procedures. (20 CFR 641.910), (20CFR 641.580);
- m. The Contractor is required to provide a 30-day notice for all terminations except in the case of the participant providing false information or for cause. Terminations must not discriminate against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color or disability; and
- n. Criteria for termination of participants must be objective, non-arbitrary, and nondiscriminatory and be based on priorities for service per the Older Americans Act Amendments of 2006, Section 518(b). Participants must be treated uniformly and all program policies and procedures must be followed. (20 CFR Part 641.580).

4. Appeal Process

In relation to an appeal conducted as a result of a determination of ineligibility or termination for cause against a Title V SCSEP participant, the decision of AAS is final. In accordance with 20 CFR Part 641.910, no appeal shall be elevated to the DOL unless a federal law has been violated. In the event an appeal is elevated to DOL, a copy must be provided to the State. Complaints alleging discrimination on the basis of race, color, religion, sex, national origin, disability, or age may be filed with the Director, Civil Rights Center (CRC), Department of Labor, 200 Constitution Avenue, N.W., Room N4123, Washington, D.C. 20210.

5. Transition Plan

The Contractor shall submit a transition plan to AAS within three (3) days of delivery of a written Notice of Termination of a program funded by Title V SCSEP. The transition plan must be approved by the County and State and shall at a minimum include the following:

- a. A process on how participants will be notified of program closure, reduction of slots, or change in service provider;
- b. A process on how confidential records of participants and database files will be relinquished to the Contractor or new service provider;
- c. A process to communicate with National SCSEP grantees to transfer current participants into other employment/training opportunities;
- d. A process on how supportive services will be identified and provided to participants to ease in the transition; and
- e. A process to conduct a property inventory and plan to dispose or transfer, or return to AAS all equipment purchased during the entire operation of the contract.

F. Resolution of Language Conflicts

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

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

H. Law Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and Federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupation safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractors and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

I. Reporting Provisions

The Contractor shall:

1. Input program and participant data into SPARQ using the Web-Based Data Collection System (WDCS) on a routine basis. The Contractor must review and continually seek to clear errors in the WDCS. The data must be timely, complete, accurate, and verifiable;
2. Create a plan to ensure accuracy of data from all levels which includes a method for the Contractor or subcontractors to verify the accuracy of the data prior to submission;
3. Separately track ARRA program data from the regular SCSEP grant data, using the SPARQ data collection and performance system;

4. Separately track ARRA funds from the regular SCSEP grant;
5. Submit all required financial reports timely in accordance with ARRA requirements; and
6. Train and orient staff and subcontractor's staff on data collection and reporting requirements.

J. Title V Definitions

American Recovery and Reinvestment Act of 2009 (ARRA) means the law enacted by Congress and signed into law on February 17, 2009, for the purpose of creating jobs, promoting the nation's economic recovery and assisting those most impacted by the recession. The ARRA makes funds available to the U.S. Department of Labor (DOL) for use by Senior Community Service Employment Program (SCSEP) to serve additional unemployed, low-income senior citizens.

Title V Senior Community Service Employment program (SCSEP) means a program that serves low-income persons who are 55 years of age and older and who have poor employment prospects by placing them in part-time community service assignments and by assisting them to transition to unsubsidized employment [Older Americans Act (OAA), 20 CFR Part 641.110].

Participant means an individual who is eligible for the Title V SCSEP, is enrolled, and is receiving services for up to 48 months, unless a request for a waiver is made by the Grantee and approved by the U.S. Department of Labor (DOL). [OAA Section 518(a)(3)(B), 20 CFR Part 641.140].

Participant Position means an authorized training slot whose unit cost includes administration, participant wage and fringe benefits, and other participant costs. The number of participant slots and the amount of funding available for a given Fiscal Year is based on an equitable distribution ratio determined by the U.S. Census and allocated by the DOL. [OAA Section 506(g)(91), OAA Section 507].

Modified Positions means the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants. (Employment Training Administration 5140).

Unemployed means an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income. [OAA Section 518 (a)(8)].

Low Income means family income not more than 125 percent of the federal poverty guidelines. [OAA Section 518(a)(3)(A)].

Eligible Service Population means unemployed low-income California residents who are 55 year of age or older and who have poor employment prospects. Priority must be given to individuals who are 65 years of age and older or (a) have a disability; (b) have limited English proficiency or low literacy skills; (c) reside in a rural area; (d) are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(2); (e) have low employment prospects; (f) have failed to find employment after utilizing services provided through the One-Stop-Delivery System; or (g) are homeless or at risk for homelessness. [OAA Section 518(b)(1)(2)].

Host Agency means a public agency or private non-profit 501(c)(3) organization that provides a training work site and supervision for a participant position (20 CFR 641.140).

Community-Service Employment Training means placing participants at host agencies that have occupations which are similar to “in demand” private sector jobs. Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. There is no hour limit for a participant’s community service training employment in a 12-month period [20CFR 641.140, OAA Section 518(A)(9)(a)].

On-The-Job-Experience (OJE) Training means developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment. (Older Worker Bulletin No. 04-04).

One-Stop Career Centers (OSCC) means agencies that are funded by the Workforce Investment Act (WIA) to provide universal access to employment referrals, training, and other job-seeker/employer service (20 CFR 641.140).

Core Indicators means indicators that are subject to goal-setting and corrective action [20CFR Part 641.700(a)].

Additional Indicators means indicators that are not subject to goal-setting and corrective action [20CFR Part 700(a)].

Performance Measures means core indicators and additional indicators of performance that measure the success and effectiveness of the SCSEP (20 CFR 641.710).

Entry into Unsubsidized Employment (entered employment) means participants who are employed in the first quarter after the exit quarter [20 CFR Part 710(a)(2)].

Number of Eligible Individuals Served (service level) means the total number of participants served divided by the grantee's authorized number of positions, after adjusting for minimum wage [20 CFR Part 641.710(a)(5)].

Hours (in the aggregate) of Community Service Employment Training (community service hours) means the number of hours of community service provided by SCSEP participant [20 CFR Part 641.7109(a)(1)].

Classroom Training Hours means the number of hours spent in classroom training by SCSEP participants.

Participant Program Tenure means participants can be enrolled in the program for up to 48 months. A request to extend this time may be submitted to CDA for participants that are hard to serve.

Retention In Unsubsidized Employment for Six Months (employment retention) means full or part-time paid employment in the public or private section of a participant for six months after the starting date of placement into unsubsidized employment without the use of funds under Title V or any other federal or State employment subsidy program [20 CFR 641.710(a)(3)].

Limited English Proficiency (LEP) means individuals who do not speak English as their primary language and who have a limited ability to read, speak, or write or understand English (20 CFR Part 641.140).

Number of Most-in-Need Individuals Served (service to-most-in-need) means service to participants who meet any of the following characteristics: are age 75 or older; have a severe disability; are frail; meet the eligibility requirements related to age for, but do not receive benefits under Title II of the Social Security Act; live in an area with persistent unemployment and are individuals with severely limited employment prospects; have limited English proficiency; have low literacy skills; have a disability; reside in a rural area; are veterans; have low employment prospects have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act of 1998; are homeless or at risk for homelessness [20 CFR Part 641.710(a)(6)].

Customer Satisfaction means satisfaction of the participants, employers, and host agencies with their experience with SCSEP [20 CFR 641.710(b)(2)].

Satisfaction Survey means an instrument that gathers the satisfaction of participants, employers, and their host agencies with their experiences and the services provided [20 CFR 644.710(b)(2)].

Earnings means the “average earnings” of those participants, who are employed. To calculate “earnings”, use the total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period [20CFR Part 641.710(a)(4)].

Supportive Services means services, such as transportation, child care, dependent care, housing, and needs related payments that are necessary for an individual to participate in program activities and to retain unsubsidized employment [OAA Section 518(a)(7)].

State Plan means the 4-year plan submitted to DOL describing SCSEP strategic focuses with an update not less than every 2 years.

SCSEP Performance and Results Quarterly Progress Report System (SPARQ) means the DOL system used to process and analyze SCSEP data and the system used to view, print, and save SCSEP quarterly progress reports, data quality reports, and management reports [20 CFR 641.879(e)(f)(h)].

Web Data Collection System (WDCS) means the DOL web-based data collection system used to input all SCSEP program and participant information in SPARQ [OAA Section 503(f)(3)(4)].

Mathematica (MPR) means the organization under contract to DOL to create the SCSEP SPARQ and the WDCS and who is responsible for providing on its website the SPARQ user’s guide and DOL policy guidance related to system upgrades [2- CFR 641.879(e)-(i)].

Charter Oak Group (COG) means the organization under contract to DOL to create the SCSEP WDCS handbook that provides direction on entering data into the WDCS and providing on its website DOL policy guidance, frequently asked questions, and revisions to the handbook [20 CFR 641.879(e)-(i)].

Transfer/Change Utility means the WDCS procedure used to transfer a participant into SPARQ from a CDA SCSEP to a national SCSEP contractor or vice versa [20 CFR 641.879(e)-(i)].

SCHEDULE D

FAMILY SERVICE AGENCY

FY 2009-2010 AMERICAN RECOVERY AND REINVESTMENT ACT FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): Congregate Nutrition Program and the Senior Community Service Employment Program. Services described in this Schedule D reflect program funding and payment methods during fiscal year July 1, 2009 through June 30, 2010. These programs shall operate in accordance with the California Department of Aging and/or State licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

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

Allowable expenditures of Nutrition Stimulus funds include:

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

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

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

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

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

The maximum reimbursement through ARRA funds for the Congregate Nutrition Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed SIX THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS (\$6,794).

**II. SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM – TITLE V
American Recovery and Reinvestment Act (ARRA)**

AAS will pay the Contractor in consideration of Senior Community Service Employment Program (SCSEP) services rendered through ARRA funds.

The maximum reimbursement through ARRA funds for the SCSEP during the contract term July 1, 2009 through June 30, 2010 shall not exceed THIRTY-NINE THOUSAND FIVE HUNDRED NINE DOLLARS (\$39,509).

Contractor agrees to the following:

- A. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- B. A mid-year review, scheduled for January 2010, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- C. The Contractor will submit invoices and monthly program reports to AAS by the tenth (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 June 2010 will be due by July 7, 2010 to facilitate timely payment;
- D. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- E. Submit a closing report with supporting documentation of expenses by July 23, 2010;

Documentation should include the following:

- General ledger of expenditures for the contracted program
- Applicable payroll register
- Lease agreements and allocation percentage for rent cost
- Equipment invoices
- Vendor invoices for large purchases
- CDA 32 form – Report of property furnished/purchased

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

The maximum reimbursement for contracted services between San Mateo County AAS and Family Service Agency in ARRA funds is a total amount of FORTY-SIX THOUSAND THREE HUNDRED THREE DOLLARS (\$46,303) for the contract term July 1, 2009 through June 30, 2010.

SCHEDULE E

FAMILY SERVICE AGENCY

FY 2009-2010 DEPARTMENT OF LABOR APPROPRIATIONS ACT, 2010 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act OAA program: the Appropriations Act, 2010 Senior Community Services Employment Program. Services described in this Schedule E reflect program performance requirements (units of service) during fiscal year July 1, 2009 through June 30, 2010. This program is in effect April 1, 2010 through June 30, 2010. This program shall operate in accordance with the California Department of Aging and/or State licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

A. Units of Service

Title V Appropriations Act, 2010 - Senior Community Services Employment Program (SCSEP)

Contractor agrees to provide 2 subsidized slots (modified positions) and will provide services in accordance with the Performance Measures outlined below in E. Scope of Work, #2.

B. Title V Definitions

Department of Labor Appropriations Act, 2010 P.L. 111-117, Division D (Appropriations Act) means the law enacted and signed into law by Congress on December 16, 2009. This Appropriations Act provides additional \$225 million in SCSEP funds to allow SCSEP contractors to immediately address unmet needs for employment and job training among low-income, older American Workers.

Title V Senior Community Service Employment Program means a program that serves low-income persons who are 55 years of age and older and who have poor employment prospects by placing them in part-time community service assignments and by assisting them to transition to unsubsidized employment [Older Americans Act (OAA), 20 CFR Part 641.110].

Participant means an individual who is eligible for the Title V SCSEP, is enrolled, and is receiving services for up to 48 months, unless a request for a waiver is made by the Grantee and approved by the U.S. Department of Labor (DOL). [OAA Section 518(a)(3)(B), 20 CFR Part 641.140].

Participant Position means an authorized training slot whose unit cost includes administration; participant wage and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given Fiscal Year is based on an equitable distribution ratio determined by the U.S. Census and allocated by the DOL. [OAA Section 506(g)(91), OAA Section 507].

Modified Positions means the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants. (Employment Training Administration 5140).

Unemployed means an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income. [OAA Section 518 (a)(8)].

Low Income means family income not more than 125 percent of the federal poverty guidelines. [OAA Section 518(a)(3)(A)].

Eligible Service Population means unemployed low-income California residents who are 55 years of age or older and who have poor employment prospects. Priority must be given to individuals who are 65 years of age and older or (a) have a disability; (b) have limited English proficiency or low literacy skills; (c) reside in a rural area; (d) are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(2); (e) have low employment prospects; (f) have failed to find employment after utilizing services provided through the One-Stop-Delivery System; or (g) are homeless or at risk for homelessness. [OAA Section 518(b)(1)(2)].

Host Agency means a public agency or private non-profit 501(c)(3) organization that provides a training work site and supervision for a participant position (20 CFR 641.140).

Program Income means income earned by the contractor during the contract period that is directly generated by an allowable activity supported by contract funds or earned as a result of the award of contract funds.

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.

Community-Service Employment Training means placing participants at host agencies that have occupations which are similar to “in demand” private sector jobs. Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. There is no hour limit for a participant’s community service training employment in a 12-month period [20CFR 641.140, OAA Section 518(A)(@)].

On-The-Job-Experience (OJE) Training means developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment. (Older Worker Bulletin No. 04-04).

One-Stop Career Centers (OSCC) means agencies that are funded by the Workforce Investment Act (WIA) to provide universal access to employment referrals, training, and other job-seeker/employer service (20 CFR 641.140).

Core Indicators means indicators that are subject to goal-setting and corrective action [20CFR Part 641.700(a)].

Additional Indicators means indicators that are not subject to goal-setting and corrective action [20CFR Part 700(a)].

Performance Measures means core indicators and additional indicators of performance that measure the success and effectiveness of the SCSEP (20 CFR 641.710).

Entry into Unsubsidized Employment (entered employment) means participants who are employed in the first quarter after the exit quarter [20 CFR Part 710(a)(2)].

Number of Eligible Individuals Served (service level) means the total number of participants served divided by the grantee’s authorized number of positions, after adjusting for minimum wage [20 CFR Part 641.710(a)(5)].

Hours (in the aggregate) of Community Service Employment Training (community service hours) means the number of hours of community service provided by SCSEP participant [20 CFR Part 641.7109(a)(1)].

Classroom Training Hours means the number of hours spent in classroom training by SCSEP participants.

Participant Program Tenure means participants can be enrolled in the program for up to 48 months. A request to extend this time may be submitted to CDA for participants that are hard to serve.

Retention In Unsubsidized Employment for Six Months (employment retention) means full or part-time paid employment in the public or private sector for six months after the starting date of placement into unsubsidized employment without the use of funds under Title V or any other Federal or State employment subsidy program [20 CFR 641.710(a)(3)].

Limited English Proficiency (LEP) means individuals who do not speak English as their primary language and who have a limited ability to read, speak, or write or understand English (20 CFR Part 641.140).

Number of Most-in-Need Individuals Served (service to-most-in need) means service to participants who meet any of the following characteristics: are age 75 or older; have a severe disability; are frail; meet the eligibility requirements related to age for, but do not receive benefits under Title II of the Social Security Act; live in an area with persistent unemployment and are individuals with severely limited employment prospects; have limited English proficiency; have low literacy skills; have a disability; reside in a rural area; are veterans; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act of 1998; are homeless or at risk for homelessness [20 CFR Part 641.710(a)(6)].

Customer Satisfaction means satisfaction of the participants, employers, and host agencies with their experience with SCSEP [20 CFR 641.710(b)(2)].

Satisfaction Survey means an instrument that gathers data concerning the satisfaction of participants, employers, and their host agencies with their experiences and the services provided [20 CFR 644.710(b)(2)].

Earnings means the “average earnings” of those participants who are employed. To calculate “earnings”, use the total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period [20CFR Part 641.710(a)(4)].

Supportive Services means services, such as transportation, child care, dependent care, housing, and needs related payments that are necessary for an individual to participate in program activities and to retain unsubsidized employment [OAA Section 518(a)(7)].

State Plan means the 4-year plan submitted to DOL describing SCSEP strategic focuses with an update not less than every 2 years.

SCSEP Performance and Results Quarterly Progress Report System (SPARQ) means the DOL system used to process and analyze SCSEP data and the system used to view, print, and save SCSEP quarterly progress reports, data quality reports, and management reports [20 CFR 641.879(e)(f)(h)].

Web Data Collection System (WDCS) means the DOL web-based data collection system used to input all SCSEP program and participant information in SPARQ [OAA Section 503(f)(3)(4)].

Mathematica (MPR) means the organization under contract to DOL to create the SCSEP SPARQ and the WDCS and who is responsible for providing on its website the SPARQ user's guide and DOL policy guidance related to system upgrades [2- CFR 641.879(e)-(i)].

Charter Oak Group (COG) means the organization under contract to DOL to create the SCSEP WDCS handbook that provides direction on entering data into the WDCS and providing on its website DOL policy guidance, frequently asked questions, and revisions to the handbook [20 CFR 641.879(e)-(i)].

Transfer/Change Utility means the WDCS procedure used to transfer a participant into SPARQ from a CDA SCSEP to a national SCSEP contractor or vice versa [20 CFR 641.879(e)-(i)].

C. Unit Definitions

Community Education: To educate groups of individuals, their families, friends, and community organizations/facility staff of the rights, benefits and entitlements for older adults, especially in the area of senior employment.

Unit of Service: One hour

Placement: To assist an older adult in securing appropriate part-time/full-time employment.

Unit of Service: One placement

D. Program Requirements

Contractor agrees to provide these services in accordance with Title V of the OAA and all applicable state and local standards.

E. Scope of Work

1. The Contractor shall perform the following:

- a. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws and regulations [OAA, Public Law 109-365 – October 20 CFR Part 641 – April 2004, and 29 CFR Part 89]; WIA, Public Law (105-220), Regulations section 121(b)(1)(B)(vi), 29 U.S.C. 2841 (b)(1)(B)(vi) and 29 CFR Part 662 Subpart B §§ 662.200 through 662.280 and Parts 660-671; 20 CFR Part 641 Interim Rule; The Jobs for Veterans Act (Public Law 107-288) (2002) (38 U.S.C. 4215); the Title V SCSEP Manual as issued by the CDA and any other subsequent memos, bulletins, or similar instruction issued during the term of this Agreement by DOL;
- b. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals the opportunity to participate in the program [20 CFR 641.515(a)];
- c. List all SCSEP community service assignments with the local OSCC;
- d. Provide an orientation to participants that includes information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; and permitted and prohibited political activities [20 CFR 641.535(a)(1)];
- e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two times during a 12-month period {20 CFR 641.535(a)(2)};
- f. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and will reflect the needs as well as the expressed interests and desires of the participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessment. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals (20 CFR 641.140);
- g. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP [20 CFR 641.535(a)(5)(6)];

- h. Submit all requests for an OJE to the Department for approval prior to exercising the OJE with any participants (Older Worker Bulletin No. 04-04);
- i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every 12 months. Documentation records shall be maintained in a confidential manner (20 CFR 641.505);
- j. Cooperate with community, employment, and training agencies, including agencies under the WIA and provided through OSCC, to provide services to low-income older workers (20 CFR 641.200);
- k. Participate in the development of the SCSEP State Plan. Local activities must support the strategic focuses outlined in the SCSEP State Plan. [20 CFR 641.315(a)];
- l. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention. [20 CFR 641.535(14)(15)];
- m. As mandated partner under the WIA, the Title V SCSEP must have a signed Memorandum of Understanding (MOU) with the Local Workforce Investment Board(s) and the OSCC(s) detailing how services will be provided. [WIA Sections 662.200-300];
- n. The MOU must contain the following components: (1) a description of the functions/services to be performed for One-Stop clients; (2) an explanation of how the costs of these functions/services and One-Stop operations will be funded; (3) a description of the methods to be used for referring clients among the partners, and (4) the duration of the MOU and procedures for amending it. [20 CFR Part 652 et.al];
- o. Maintain an up-to-date Title V SCSEP Manual, Charter Oak Group (COG) Data Collection Handbook, Mathematics (MPR) User's Guide, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures [20 CFR 641.879(e)(f)(h)];
- p. Monitor on a monthly basis the COG and MPR websites to be informed of DCS updates and to view the "Ask the Experts" frequently asked questions. [641.879(e)-(i)];

- q. Use the program data collection and reporting system as required by the CDA [OAA Section 503(f)(3)(4)];
 - r. Submit all requests for the Transfer/Change utility transaction in SPARQ to the Department for prior approval. [641.879(h)]; and
 - s. Have appropriate office space to conduct private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.
2. The Contractor shall meet the annual negotiated performance measures established by the U. S. Department of Labor, which include:

Core Indicators (20 CFR 641.700)

- 1. Hours of community service employment
- 2. Entry into unsubsidized employment
- 3. Retention in unsubsidized employment for six months
- 4. Earnings
- 5. The number of eligible individuals served
- 6. The number of most-in-need individuals served

Additional Indicators include: [20 CFR 641.700(c)]

- 1. Employment Retention (1 year)
- 2. Customer Satisfaction (Employer, Host Agency, Participant)

3. Contractor agrees to assure the following:
- a. Participants, while enrolled in the Title V SCSEP, shall receive at least the current minimum wage plus fringe benefits required by law including compensation for federal holidays. Fringe benefits, including annual physical examinations, must be provided uniformly to all participants within a project or subproject. Participants must be paid for hours spent in orientation, training, other required activities, and time spent working in the assigned community service employment activity. [OAA section 501(c)(6)(A)(i), CFR 641.535(a)(b)(i)];
 - b. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits. (20 CFR 641.535);

- c. Contractor will comply with an average participation cap for eligible individuals of no more than 27 months in the aggregate, unless requested and approved by the DOL. [OAA Section 203(b)(1)(C)];
- d. When monitoring local projects (sub-sub grantees) the Contractor will use a tool that mirrors the CDA's simplified monitoring tool. [OAA Section 503(f)(1)];
- e. The Contractor will provide a written policy to AAS regarding terminations (including IEP terminations), leave of absences from the program and grievance procedures. (20 CFR 641.910), (20CFR 641.580); and
- f. The Contractor is required to provide a 30-day notice for all terminations except in the case of the participant providing false information or for cause. Terminations must not discriminate against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color or disability.

4. Appeal Process

In relation to an appeal conducted as a result of a determination of ineligibility or termination for cause against a Title V SCSEP participant, the decision of AAS is final. In accordance with 20 CFR Part 641.910, no appeal shall be elevated to the DOL unless a federal law has been violated. In the event an appeal is elevated to DOL, a copy must be provided to the State. Complaints alleging discrimination on the basis of race, color, religion, sex, national origin, disability, or age may be filed with the Director, Civil Rights Center (CRC), Department of Labor, 200 Constitution Avenue, N.W., Room N4123, Washington, D.C. 20210.

5. Transition Plan

The Contractor shall submit a transition plan to AAS within 3 days of delivery of a written Notice of Termination of a program funded by Title V SCSEP. The transition plan must be approved by the County and State and shall at a minimum include the following:

- a. A process on how participants will be notified of program closure, reduction of slots, or change in service provider;

- b. A process on how confidential records of participants and database files will be relinquished to the Contractor or new service provider;
- c. A process to communicate with National SCSEP grantees to transfer current participants into other employment/training opportunities;
- d. A process on how supportive services will be identified and provided to participants to ease in the transition; and
- e. A process to conduct a property inventory and plan to dispose or transfer, or return to AAS all equipment purchased during the entire operation of the contract.

SCHEDULE F

FAMILY SERVICE AGENCY

FY 2009-2010 DEPARTMENT OF LABOR APPROPRIATIONS ACT, 2010 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: Appropriations Act, 2010 Senior Community Service Employment Program. Services described in this Schedule F reflect program funding and payment methods during fiscal year July 1, 2009 through June 30, 2010. This program is in effect April 1, 2010 through June 30, 2010. 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. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

Department of Labor Appropriations Act, 2010 (DOL AA, 2010) Senior Community Services Employment Program (SCSEP) Funds mean the Appropriations Act, 2010 funds awarded to CDA and are intended to increase the number of participants served in SCSEP and are a one-time supplement.

I. SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM – TITLE V Department of Labor Appropriations Act, 2010 P.L. 111-117, Division D

AAS will pay the Contractor in consideration of SCSEP services rendered through Department of Labor Appropriations Act (DOL AA), 2010 funds.

The maximum reimbursement through DOL AA, 2010 funds for the SCSEP during the contract period April 1, 2010 through June 30, 2010 shall not exceed NINETEEN THOUSAND THREE HUNDRED FIFTY EIGHT DOLLARS (\$19,358).

Contractor agrees to the following:

- A. 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 incidentals) <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 the County, between the State 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;

- C. County reserves the right to refuse payment to the Contractor or later disallow costs for any expenditures, as determined by the County not to be in compliance with this Agreement, unrelated or inappropriate to contract activities, or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted;
- D. Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR Section 97.20 (governmental) or 45 CFR, Section 74.21 (non-profits):
 - 1. Financial Reporting
 - 2. Accounting Records
 - 3. Internal Control
 - 4. Budgetary Control
 - 5. Allowable Costs
 - 6. Source Documentation
 - 7. Cash Management;
- E. 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, upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity;
- F. Contractor may keep interest amounts up to \$100 per fiscal year for Local Government Agencies [45CFR 92.21(i)] and \$250 for Non-Profit Organizations [45CRF 74.22(l)], for administrative expenses. Interest earned on advanced contract funds shall be identified a non-match cash on fiscal forms;

Interest earned over the above amount shall be remitted at least quarterly to the County's Accounting Department;

- G. Nonprofit entities shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply:
 - (a) The recipient receives less than \$120,000 in federal awards per year.
 - (b) The best reasonably 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;

- H. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds;

- I. Costs of generating program income may be deducted from gross income to determine program income earned provide these costs are not charged to contract funds;

- J. Program income must be added to contract funds and matching contributions, and used for allowable costs of the program. Program income includes:
 - 1. Voluntary contributions received from a participant or responsible party as a result of services;
 - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
 - 3. Royalties received on patents and copyrights from contract-supported activities; and
 - 4. Proceeds from sale of items fabricated under contract agreement;

- K. Contracts that continue to receive contract funds may use unexpended program income in the subsequent contract period;

- L. Matching Contributions mean local cash and/or in-kind contributions by the Contractors, subcontractor, or other local resources that qualify as match for the contract funding.
 - 1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor;
 3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars; and
 4. On-the-Job Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
- M. Contractor is not limited to eight (8) percent of the federal allocation and should be reported as project administration in the Appropriations Act budget;
- N. Contractor shall spend not less than 79 percent of the total federal allocation for Participant Wages and Fringe Benefits;
- O. Contractor is not required to budget On-the-Job (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
- P. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Appropriation Act budget;
- Q. Any matching contributions generated as a result of this contract should be reported on the CDA 35AA as Matching Contributions;
- R. Funds from this Agreement are not allowed to be used for facility construction or repair; and
- S. Submit a closing report with supporting documentation of expenses by July 23, 2010;

Documentation should include the following:

- General ledger of expenditures for the contracted program
- Applicable payroll register
- Lease agreements and allocation percentage for rent cost
- Equipment invoices
- Vendor invoices for large purchases
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Family Service Agency in the Department of Labor Appropriations Act, 2010 Senior Community Services Employment Program (SCSEP) funds is a total amount of NINETEEN THOUSAND THREE HUNDRED FIFTY EIGHT DOLLARS (\$19,358) for the contract period April 1, 2010 through June 30, 2010.