

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MILLS-PENINSULA HEALTH SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MILLS-PENINSULA HEALTH SERVICES, 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 Adult Day Health Care Program, Alzheimer's Day Care Resource Center Program, Congregate Nutrition Program, Family Caregiver Support Program (Caregiver Support), Health Promotion/Disease Prevention Program, Health Promotion/Medication Management Program, and Transportation Program services on November 10, 2009; and

WHEREAS, the parties wish to amend the Agreement to increase funding for the Adult Day Health Care Program, Alzheimer's Day Care Resource Center Program, Congregate Nutrition Program, Health Promotion/Disease Prevention Program, and the Family Caregiver Support Program by \$66,717 for a total of \$210,100.

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 Schedules A – Amendment One and Schedule C, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One and Schedule D. 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 TWO HUNDRED TEN THOUSAND ONE HUNDRED DOLLARS (\$210,100).

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. **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

MILLS-PENINSULA HEALTH SERVICES



Contractor's Signature

Date: 4/27/10

SCHEDULE A – AMENDMENT ONE

MILLS-PENINSULA HEALTH SERVICES

FY 2009-2010 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Adult Day Health Care Program, an Alzheimer's Day Care Resource Center (ADCRC) Program, a Congregate Nutrition Program, the Family Caregiver Support Program (Caregiver Support), a Health Promotion/Disease Prevention Program, a Medication Management Program, and a Transportation 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. **ADULT DAY HEALTH CARE PROGRAM**

A. Units of Service

Contractor agrees to provide 32 unduplicated clients with 2,320 days of attendance.

B. Unit Definitions

Adult Day Health Care: To provide a day of attendance for an eligible client at a facility or center.

Unit of Service: One day (four-hour minimum)

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. Be licensed by the State of California and conform to State regulations;
2. Make arrangements for transporting clients to and from the site through the use of an agency owned and operated vehicle or by arrangement with another agency or through other means;
3. Offer a daily nutrition program;
4. Prepare an individual assessment with a care plan for clients and offer appropriate therapeutic programs based on licensing guidelines and social activities as well as other supportive services for clients and their caregivers;
5. Serve any person 60 years of age or older who requires supervised social, recreational, or therapeutic services and/or caregiver respite. Providers may serve individuals under 60 years of age who need services if space is available and the full cost of the program is covered by the agency and/or participant; and
6. Maintain minimum staffing ratios per license requirement and place qualified staff in key, client-related positions. Use of volunteers is encouraged to augment, not replace program staffing.

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.

II. ALZHEIMER'S DAY CARE RESOURCE CENTER (ADCRC) PROGRAM

A. Units of Service

CBSA allocation for July 1, 2009 through September 30, 2009: Contractor agrees to provide 21 unduplicated clients with the following services: one community education session, 863 days of attendance, 125 hours of family counseling and training sessions, six in-service staff training sessions, two professional service provider sessions, and 10 support group sessions.

Title IIIB allocation for July 1, 2009 through June 30, 2010: Contractor agrees to provide 42 unduplicated clients with the following services: 0 community education session, 1,363 days of attendance, 125 hours of family counseling and training sessions, 18 in-service staff training sessions, two professional service provider sessions, and 10 support group sessions.

B. Unit Definitions

Community Education: Presentations will be conducted alone or jointly with other community providers to provide needed information to professionals and service providers in the community.

Unit of Service: One session

Day of Attendance: To provide an environment designed to accommodate participants experiencing moderate to severe stages of Alzheimer's Disease. Program to include dementia specific services and a noon meal.

Unit of Service: One day (four-hour minimum)

Family Counseling/Training: Trained social workers or other professionals on staff to provide counseling to assist families by referring them to specific resources in the area to address dementia-related issues in depth.

Unit of Service: One hour

In-Service Staff Training: Conduct training sessions for staff and volunteers that emphasize understanding dementia.

Unit of Service: One session

Professional Service Provider Sessions: Use student intern programs to provide training to professional service providers in the community.

Unit of Service: One session

Support Group Sessions: Sessions conducted for caregivers through caregiver support groups and other caregiver activities no fewer than 40 times per year by staff associated with the ADCRC or by arrangement with other support group providers in the local community.

Unit of Service: One session

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.

Program Requirements are to operate as a direct or contracted service a State funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resources Center Policy and Procedure Manual, revised July 2000, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement.

Eligible Service Population means: an individual at age 18 and older with Alzheimer's disease, or other dementia-related disorders, particularly in the moderate to severe stages, whose care needs and behavioral problems may make it difficult to participate in existing care programs.

Contractor agrees to:

1. Provide services to meet the special care needs of participants with dementia, concentrating on participants in the moderate to severe ranges of disability due to dementia. Provide respite relief, counseling, and referral to other services for families and caregivers. The ADCRC must conduct dementia appropriate, specifically designed activities related to social, cognitive and physical functioning as well as activities of daily living that maintain the dignity of each individual and use available skills and knowledge;
2. Provide physical facilities that include safeguards to protect the participants' safety. The ADCRC must have a written plan for emergency preparedness including evacuation in the event of fire, earthquake, or other potentially life threatening disaster;
3. Provide a minimum staffing ratio of one paid staff to five participants; optimally a staffing ratio of one staff to three participants, including volunteer staff, is recommended. Alzheimer's programs should provide adequate and appropriate staffing to meet the nursing, psychosocial, and recreational needs of participants;

4. Develop an individual written plan of care for each participant based upon functional capacity and services needed and available within the context of the day care program and its resources. Care planning should include multidisciplinary input;
5. Provide or arrange for a nutritious noon meal for participants that provides one-third of the Recommended Dietary Allowance for older persons. Morning and afternoon snacks should also be available;
6. Provide directly or arrange for transportation so that clients can get to the ADCRC site. If site provides transportation directly, all laws and regulations pertaining to vehicle maintenance, the qualification of drivers, and insurance shall be followed to assure safety;
7. Conduct community outreach activities and provide Alzheimer's Disease educational and informational materials to the community;
8. Comply with all ADCRC program requirements for the use of any funds in support of an ADCRC;
9. Allow multiple subcontractors and satellite sites operated by a subcontractor that are no longer tied to a baseline funding allocation;
10. Ensure that the subcontractor has a mechanism in place to ensure that changes in licensing status are reported to the Contractor within 30 days;
11. Ensure that the subcontractor has a current Adult Day Health Care or Adult Day Care license. (W&I 9542(e));
12. Provide volunteers with orientation and training sessions, as appropriate. Volunteers providing direct care shall be included in staff meetings, in-service training and follow-up training sessions. Volunteers may be of great assistance and support to Alzheimer's Program site participants in providing program support based on the volunteer's skills, interest and program needs;
13. Provide assistance to individuals who cannot afford the entire cost of day care using other contributed resources and allowing family members to volunteer;
14. Have the ability to use additional funding sources, including but not limited to, participant fees or share-of-cost;
15. Conduct pre-award and physical plant, safety inspections, and relocation visits; and

16. Ensure that total amount of funds from all sources (CBSP, Program Income, Matching Contributions, and Non-Matching Contributions) that will be used to operate the ADCRC program, must at minimum total \$80,000.

Contractor assures that for programs funded by Title IIIB:

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. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Contractor agrees to provide 32 unduplicated clients with 2,320 congregate meals, and four nutrition education presentations.

B. Unit Definitions

Meal: 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. Operate the program five days a week and serve at least one meal per day (or as negotiated for less or alternative service);
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.

IV. FAMILY CAREGIVER SUPPORT PROGRAM (SUPPORT SERVICES)

A. Units of Service

The Contractor agrees to provide at least 235 unduplicated clients with 230 hours of Support Services.

B. Unit Definitions

Support Services: means the provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management.

Unit of Service: One hour (time includes preparation, service provision, related travel)

Caregiver Assessment: means a Support Service conducted by persons trained and experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their:

- a. Willingness to provide care;
- b. Duration and care frequency preferences;
- c. Caregiving abilities;
- d. Physical health, psychological, social support, and training needs;
- e. Financial resources relative for caregiving; and
- f. Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.

Caregiver Counseling: means a Support Service provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, which may range from guidance with the responsibilities of the caregiving role to therapy for stress, depression and loss and:

- a. May involve his or her informal support system; and
- b. May be individual direct sessions and/or telephone consultations.

Caregiver Peer Counseling means a Support Service provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.

Caregiver Support Group: means a Supportive Service provided to a group of 3-12 caregivers that is led by a competent facilitator and conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving and enhance decision making and problem solving related to caregiving roles.

Caregiver Training: means a Supportive Service consisting of workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled trainer, to assist caregivers in developing the skills and gaining the knowledge necessary to meet and enhance their caregiving roles; and shall address the areas of health, nutrition, and financial literacy.

Case Management: means a Support Service provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.

C. Program Requirements

1. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374;

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.

3. **Eligible Service Population** for Title III E means:

- a. A Family Caregiver; and
- b. A Grandparent or Older Individual Who is a Relative Caregiver.

4. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "Family Caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program.

A Family Caregiver provides care without pay. Family Caregiver Support Program (FCSP) funds cannot be used to pay the Family Caregiver a

stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

5. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA:
 - a. Lives with a child (but is not the older adult parent of the child or individual of any age with a disability);
 - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - c. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.
6. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(22)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [e.g., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.
7. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age or is an individual (of any age) with a disability.
8. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental

or physical impairment, that is likely to continue indefinitely and results in substantial limitation in 3 or more of the following areas of major life activity:

- a. Self-care
- b. Receptive and expressive language
- c. Learning
- d. Mobility
- e. Self-direction
- f. Capacity for Independent Living
- g. Economic self-sufficiency
- h. Cognitive functioning
- i. Emotional adjustment

9. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e) (1), the State has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the State publishes periodically, as necessary.

The following apply to the Respite service category above:

- a. "Respite Care" is the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
- b. "Temporarily" means a brief period of relief or rest from a caregivers responsibilities during a limited time period, and could be provided on the following basis:
 - (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;

- (2) Occasional—Time off for the caregiver to attend a special event;
- (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

c. Title III E funds cannot be used to support the following activities:

- (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
- (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly); and
- (3) To supplement the service unit cost of “a participant day” at an adult day care program.

d. Title III E funds cannot be used to support the following activities:

- (1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
- (2) Providing ongoing assistance to a care receiver living alone;
- (3) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
- (4) One-time, end-of-the-year assistance without an identified individual caregiver need.

10. FCSP services are to be delivered according to the following priorities:

- a. Caregivers who are older individuals (60 years of age or older) with greatest social need and greatest economic need (with particular attention to low-income). [OAA 373(c)(2)(A)].
- b. If serving caregivers of individuals with Alzheimer’s disease or related disorders, priority shall be given to those caring for older individuals (60 years of age or older) [OAA 372(b)(1)].
- c. If serving grandparents or other older relatives of a child, priority shall be given to those caring for children with severe disabilities. [OAA 372(b)(2)]. NOTE: The term “severe disability” is defined in Section

102(a)(48) of the OAA, and the term “children” applies to individuals of any age with a severe disability, but not to children of older “parents.”

11. An individual’s receipt of services under the In-Home Supportive Service Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.
12. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with Title III, Part E, Section 373(d) of the OAA and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants in community service settings (and programs).
13. Expansion of Services: Provided services must clearly be for caregivers and must not replace existing services or funding sources. FCSP funds are intended to supplement, not supplant existing funding.
14. Direct Payment to Caregivers: Funds distributed directly to caregivers or paid to non-agency individuals for respite services must include documentation regarding the following: name of the client, name and address of respite provider; dates and times of respite services provided; total hours provided; hourly rate; signature of the respite provider and authorization by the case manager or contract agency staff person.
15. Contractor agrees to:

Comply with the data standards of California Department of Aging (CDA) that will be reported through the California Aging Reporting System (CARS).

Contractors will be required to collect and document specific caregiver and care receiver data elements required for Aging and Adult Services.

CARS is the web-based system that is capable of providing the State with client-level data of services provided. The system allows the State to compare service utilization patterns. Providers of the FCSP will not be required to submit data directly into the CARS system. AAS will submit data from the AAS Q system to the State via CARS. Providers will be required to collect and document the specific client—level data elements required for AAS. Attachment F is the current data element requirements from the State. Data elements that are identified as required for FCSP in the column titled “Required/Optional for Reporting” will be require for FCSP.

16. 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.

V. HEALTH PROMOTION PROGRAM/DISEASE PREVENTION

A. Disease Prevention

1. Units of Service

Contractor agrees to provide a minimum of 150 unduplicated clients with at least 50 units of counseling and 125 units of health screenings at a minimum of two sites serving targeted population in San Mateo County.

2. Unit Definitions

Community Education/Advocacy: To provide educational presentations on specific health-related topics such as smoking cessation, cancer prevention, nutrition, etc.

Unit of Service: One hour

Counseling/Client and Family Support: To provide advice, guidance, and casework support for clients and their families/caregivers in order to enable the clients to make more effective use of services from caregivers/programs and to provide counseling support groups and other support to families and caregivers of individuals with health related issues.

Unit of Service: One hour

Health Screening: To provide a brief examination to determine need for more in-depth medical evaluation and referral when appropriate.

Unit of Service: One hour

3. 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 D (Disease Prevention and Health Promotion Services) means a variety of activities to maintain or improve the physical, mental, and nutritional health of older persons, to include the following specific activities: disease prevention, health promotion education, nutrition education, nutrition counseling, nutrition risk screening services, medication management, home security, equipment, family support, community education/advocacy, information, outreach, physical fitness, therapy, and comprehensive assessment.

Contractor agrees to:

1. Individual Health Screenings will be composed of:

one (1) blood pressure screening;
one (1) blood sugar screening;
one (1) cholesterol screening, or one (1) triglycerides screening;
one (1) body weight measurement; and
distribution of supportive education materials.

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.

B. Medication Management

1. Units of Service

Contractor agrees to provide 80 units of medication management at a minimum of two sites serving targeted population in San Mateo County.

2. Unit Definitions

Medication Management: To provide medication screening and education to an individual and/or the caregiver to prevent incorrect medication and adverse drug reactions and is a required service with a separate funding allocation.

Unit of service: One contact

3. Program Requirements

Contractor agrees to:

1. Provide medication management in accordance with the guidelines set forth in the Disease Prevention and Health Promotion Services Request for Proposals, Title IIID Older Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County Aging and Adult Services; and
2. Make individualized brown bag medication review by a licensed pharmacist available to participants in the Wise and Well Program. The purpose of the medications review is to ensure that seniors: a) are knowledgeable about their medications; b) are not taking medications from different doctors to treat the same condition; c) are not taking outdated medications; and d) are not taking medications that when taken together have adverse reactions or diminish their effectiveness.

Contractor assures that:

1. Means tests shall not be used to establish program or 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.

VI. TRANSPORTATION PROGRAM

A. Units of Service

Contractor agrees to provide 32 unduplicated clients with 4,640 one-way trips.

B. Unit Definition

Transportation: To take a client from one location (home, senior center facility, etc.) to another.

Unit of Service: One one-way trip

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. Coordinate services with all other relevant transit providers, especially paratransit services available from Redi-Wheels and Redi-Coast;
2. Provide transportation for clients of senior centers or adult day programs as the established priority. Agencies should provide additional shopping assistance or medical trip services only if there is a defined need and only if resources permit.
3. Maintain written emergency and accident policies and be responsible for ensuring that all transportation staff are trained in these procedures. In addition, the agency will be responsible for ensuring that drivers participate in annual driver education that will include sensitivity training related to transporting seniors and adults with disabilities;
4. Identifying contingency plans for providing back-up coverage when a vehicle is inoperable or when the driver is ill or on vacation, if the agency operates its own vehicle; and
5. Inform paratransit riders by written notice of the suggested contribution. Contributions will be collected and included as part of the Transportation budget. All contributions are to be voluntary, anonymous, and must be used to provide expanded transportation services. If the vehicle is provider-owned, a sign will be posted in the vehicle indicating the suggested contribution. Otherwise, written notice of suggested contribution must be posted in program service areas.

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.

SCHEDULE B – AMENDMENT ONE

MILLS-PENINSULA HEALTH SERVICES

FY 2009-2010 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Adult Day Health Care Program, an Alzheimer's Day Care Resource Center Program, a Congregate Nutrition Program, the Family Caregiver Support Program (Caregiver Support), a Health Promotion/Disease Prevention Program, a Medication Management Program, and a Transportation 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. To avoid the possibility of duplicate payments of federal funds for services provided to persons receiving OAA, CBSP, and/or NSIP funding, Area Agency contract funds may not be used for Contractor's reimbursed Medi-Cal program.

I. ADULT DAY HEALTH CARE PROGRAM

AAS will pay Contractor in consideration of Adult Day Health Care Program services rendered through OAA funds, the rate of \$4.30 per day.

AAS will pay the Contractor a total of \$13,295 in OAA Title IIIB One-Time-Only funds for supplies and equipment for the Adult Day Health Care Program.

The maximum reimbursement for the Adult Day Health Care Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed TWENTY-THREE THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS (\$23,271).

II. ALZHEIMER'S DAY CARE RESOURCE CENTER (ADCRC) PROGRAM

AAS will pay the Contractor in consideration of ADCRC Program services rendered through CBSP and 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.

The maximum reimbursement for the CBSP funded ADCRC Program during the contract term July 1, 2009 through September 30, 2009 shall not exceed SEVENTEEN THOUSAND ONE HUNDRED FOUR DOLLARS (\$17,104).

AAS will pay the Contractor \$18,372 and an additional \$23,142 in OAA Title IIIB baseline funds to increase baseline services for the ADCRC Program.

The maximum reimbursement for the OAA Title IIIB funded ADCRC Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed FORTY-ONE THOUSAND FIVE HUNDRED FOURTEEN DOLLARS (\$41,514).

III. 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.

AAS will pay the Contractor a total of \$511 in NSIP One-Time-Only funds for the purchase of food for the Congregate Nutrition Program.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed NINE THOUSAND NINETY-FIVE DOLLARS (\$9,095).

IV. FAMILY CAREGIVER SUPPORT PROGRAM (CAREGIVER SUPPORT)

AAS will pay the Contractor in consideration of Family Caregiver Support Program services rendered through OAA Title IIIE funds. The reimbursement amounts are calculated based on the follow formula: **Actual Expenditure** minus (-) **Matching and Non-Matching Contribution** 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 a total of \$30,000 and an additional \$26,469 in OAA Title IIIE baseline funds to increase baseline services for the Family Caregiver Support Program.

AAS will pay the Contractor a total of \$2,200 in OAA Title IIIE One-Time-Only funds for equipment and supplies for the Family Caregiver Support Program.

The maximum reimbursement for the Family Caregiver Support Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed FIFTY-EIGHT THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS (\$58,669).

V. HEALTH PROMOTION PROGRAM/DISEASE PREVENTION

A. Disease Prevention

AAS will pay the Contractor in consideration of Health Promotion Program/Disease Prevention services rendered through OAA Title IIID funds. The reimbursement amounts are calculated based on the follow formula: **Actual Expenditure** minus (-) **Matching and Non-Matching Contribution** 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 a total of \$8,921 in OAA Title IIID baseline funds for baseline services for the Disease and Prevention Program.

AAS will pay the Contractor a total of \$1,100 in OAA Title IIID One-Time-Only funds for supplies and equipment for the Disease Prevention Program.

The maximum reimbursement for the Disease Prevention portion of this program during the contract term July 1, 2009 through June 30, 2010 shall not exceed TEN THOUSAND TWENTY-ONE DOLLARS (\$10,021).

B. Medication Management

AAS will pay the Contractor in consideration of Health Promotion Program/Medication Management services rendered through OAA Title IIID funds. The reimbursement amounts are calculated based on the follow formula: **Actual Expenditure** minus (-) **Matching and Non-Matching Contribution** 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 Medication Management Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed TEN THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS (\$10,959).

VI TRANSPORTATION PROGRAM

AAS will pay the Contractor in consideration of Transportation Program services rendered through OAA Title IIIB funds. The reimbursement amounts are calculated based on the follow formula: **Actual Expenditure** minus (-) **Matching and Non-**

Matching Contribution 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 Transportation Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed FOURTEEN THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$14,280).

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, 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 Mills-Peninsula Health Services is \$184,913 in OAA and NSIP funds, and \$23,265 in County General Funds for general program support for a total amount of TWO HUNDRED EIGHT THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS (\$208,178) for the contract term July 1, 2009 through June 30, 2010.

SCHEDULE C

MILLS-PENINSULA HEALTH SERVICES

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. 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 subcontracts(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;
 - 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, 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.

SCHEDULE D

MILLS-PENINSULA HEALTH SERVICES

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. 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 ONE THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS (\$1,922).

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 Mills-Peninsula Health Services, in ARRA funds is a total amount of ONE THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS (\$1,922) for the contract term July 1, 2009 through June 30, 2010.