

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA VOLUNTEERS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," PENINSULA VOLUNTEERS, INC., 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 Care Program, Alzheimer's Program, Congregate Nutrition Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program services on November 10, 2009; and

WHEREAS, the parties wish to amend the Agreement to increase funding for the Adult Day Care Program, Congregate Nutrition Program, and Meals on Wheels and Supplemental Meals on Wheels Programs by \$37,909 for a total of \$615,319:

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 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 SIX HUNDRED FIFTEEN THOUSAND THREE HUNDRED NINETEEN DOLLARS (\$615,319).

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

PENINSULA VOLUNTEERS, INC.


Contractor's Signature *EXECUTIVE DIRECTOR*

Date: 4/30/10

SCHEDULE A – AMENDMENT ONE

PENINSULA VOLUNTEERS, INC.

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 Care Program, an Alzheimer's Program, a Congregate Nutrition Program, the Meals on Wheels and Supplemental Meals on Wheels Programs, 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 CARE PROGRAM

A. Units of Service

Contractor agrees to provide 136 unduplicated clients with 9,650 days of attendance.

B. Unit Definitions

Adult Day 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.

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 PROGRAM

A. Units of Service

Contractor agrees to provide 80 unduplicated clients with the following services: four community education sessions, 2,727 days of attendance, 395 hours of family counseling and training, 20 in-service staff training sessions, nine professional service provider sessions, and 32 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.

Units of Service: One session

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

Units of service: One session

Support Group Sessions: Sessions conducted for caregivers through caregiver support groups and other caregiver activities no fewer than nine 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. An Alzheimer's Program facility must meet specific space requirements as indicated in Section V of the California Department of Aging (CDA) ADCRC Policy and Procedure Manual. 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 the 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:

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 136 unduplicated clients with 9,650 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. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

A. Units of Service

Contractor agrees to provide 345 unduplicated senior clients with 56,668 home-delivered meals, 42 unduplicated clients with 5,600 supplemental home-delivered meals, four units of nutrition education, and nutritional counseling by request and/or as determined by a dietitian or nutritionist.

B. Unit Definitions

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

Unit of Service: One meal

Nutrition Counseling: To provide individual dietary evaluation and counseling performed by a dietitian or nutritionist, which relate to normal or therapeutic nutritional needs. Nutrition counseling may be provided either in person or by telephone.

Unit of Service: One client counseled

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-2 (Home Delivered Nutrition Services) means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. The OAA funded Meals on Wheels (MOW) Program and the San Mateo County sponsored SMOW (Supplemental Meals on Wheels) Program will be considered as one and the same program.

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 department policies and procedures as set forth in MOW Policy (rev 11/96);
2. Operate the program five days of service each week, Monday through Friday. 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. Weekend and extra meal service shall be provided in accordance with MOW Policy;
3. Provide nutrition counseling for clients of MOW and SMOW who require the service, who are referred by physician's order for special diets, and who are determined by the Nutritional Screening Initiative to be at risk;

4. Prioritize service, if a short-term waiting list needs to be established. Priorities for services shall be determined based on the following descending order:
 - a. First Priority - Acute Care: A person newly released from hospital with no caregiver.
 - b. Second Priority - Limited Caregiver Assistance: A person with acute or chronic medical conditions or physical disability and with less than adequate caregiver support.
 - c. Third Priority - Other: All other homebound, frail older adults and adults with disabilities.
5. To provide one-third (1/3) of the DRI for adults and comply with the current Dietary Guidelines for Americans, 2005;
6. To be responsible for ensuring initial and on-going eligibility for weekend meals. The following conditions should be met before a client receives weekend meals:
 - a. The client must want the meal and be capable of storing, reheating and/or otherwise handling the meal;
 - b. The client must live alone or with a spouse who is also eligible; and/or
 - c. The client must be socially or geographically isolated during the weekend, e.g., the meals must not duplicate support from others;
7. 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; and
8. Participate in MOW Coalition meetings.

Contractor assures that:

1. Means tests shall not be used to determine program/service eligibility;
2. Services shall not be denied to any client over 60 years of age 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 MOW clients (over 60 years of age) 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.

To receive SMOW an individual must meet **all** of the following criteria:

1. Be an adult between the ages of 18 – 59 with a disability;
2. Be homebound because of incapacitating disability and/or illness;
3. Lack needed caregiver assistance from family or other resources that can aid in the provision of meals;
4. Be able to live at home if meals are provided, but unable to prepare or obtain nutritious meals;
5. Be assessed with a nutritional risk rating of 6+ (per the California Department of Aging definition); and
6. Participants under the age of 60 will be required to pay for a portion of each meal.

V. TRANSPORTATION PROGRAM

A. Units of Service

Contractor agrees to provide 80 unduplicated clients with 17,700 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 over 60 years of age 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 MOW clients (over 60 years of age) 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

PENINSULA VOLUNTEERS, INC.

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 Care Program, Alzheimer's Program, a Congregate Nutrition Program, the Meals on Wheels and Supplemental Meals on Wheels Programs, 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.

I. ADULT DAY CARE PROGRAM

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

AAS will pay the Contractor \$38,055 and an additional \$3,440 in OAA Title IIIB baseline funds to increase baseline services for the Adult Day Care Program.

The maximum reimbursement for the Adult Day Care Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed FORTY-ONE THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS (\$41,495).

II. ALZHEIMER'S PROGRAM

AAS will pay the Contractor in consideration of Alzheimer's 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 Alzheimer's Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed SIXTY THOUSAND DOLLARS (\$60,000).

III. CONGREGATE NUTRITION PROGRAM

AAS will pay the 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 \$32,745 and an additional \$2,960 in OAA Title IIIC1 baseline funds to increase baseline services (meals) and \$1,950 in NSIP funds for the purchase of food for the Congregate Nutrition Program.

AAS will pay the Contractor \$2,043 in One-Time-Only Title IIIC1 funds for supplies and equipment 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 THIRTY-TWO THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS (\$39,698).

IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

AAS will pay the Contractor in consideration of Meals on Wheels (MOW) Program services rendered through combined OAA and NSIP the rate of \$5.00 per home-delivered meal, and in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered through the Meals on Wheels Trust, the rate of \$6.00 per supplemental home-delivered meal.

AAS will pay the Contractor \$283,340 and an additional \$9,665 in NSIP for the purchase of food for the MOW Program.

AAS will pay the Contractor a total of \$17,851 in OAA Title IIIC2 One-Time-Only funds for supplies and equipment for the MOW Program.

The maximum reimbursement for the MOW Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed THREE HUNDRED TEN THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS (\$310,856).

The maximum reimbursement for the SMOW Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed THIRTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$33,600).

V. 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 THIRTY-FIVE THOUSAND FOUR HUNDRED DOLLARS (\$35,400).

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 Aging and Adult Services;
- 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 Peninsula Volunteers, Inc., is \$521,049 in OAA, NSIP and MOW Trust funds, and \$63,889 in County General Funds for general program support for a total amount of FIVE HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS (\$584,938) for the contract term July 1, 2009 through June 30, 2010.

SCHEDULE C

PENINSULA VOLUNTEERS, INC.

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 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;

Peninsula Volunteers, Inc. – Schedule C

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 congregated 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 the 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. MEALS ON WHEELS
American Recovery and Reinvestment Act (ARRA)**

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.

A. 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

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-2 (Home Delivered Nutrition Services) means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening.

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 as set forth in Meals on Wheels Policy (rev 11/96), 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 the program five days of service each week, Monday through Friday. Weekend and extra meal service shall be provided in accordance with Meals on Wheels Policy;
4. Provide nutrition counseling for clients of Meals on Wheels and Supplemental Meals on Wheels who require the service, who are referred by physician's order for special diets, and who are determined by the Nutritional Screening Initiative to be at risk;
5. Prioritize service if a short-term waiting list needs to be established. Priorities for services shall be determined based on the following descending order:
 - a. First Priority - Acute Care: A person newly released from hospital with no caregiver;
 - b. Second Priority - Limited Caregiver Assistance: A person with acute or chronic medical conditions or physical disability and with less than adequate caregiver support;
 - c. Third Priority - Other: All other homebound, frail older adults and adults with disabilities;

6. To provide one-third (1/3) of the RDI for adults and comply with the current Dietary Guidelines for Americans, 2005;
7. To be responsible for ensuring initial and on-going eligibility for weekend meals. The following conditions should be met before a client receives weekend meals:
 - a. The client must want the meal and be capable of storing, reheating and/or otherwise handling the meal;
 - b. The client must live alone or with a spouse who is also eligible; and/or
 - c. The client must be socially or geographically isolated during the weekend, e.g., the meals must not duplicate support from others;
8. To participate in Meals on Wheels Coalition meetings; and
9. Submit menus for approval to AAS registered dietitian at least (4) four weeks prior to distribution. All menus must comply with the following:
 - a. Be planned for a minimum of four (4) weeks;
 - b. Be legible and easy to read in the language of the majority of the participants; and
 - c. 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

PENINSULA VOLUNTEERS, INC.

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 Meals on Wheels 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 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)

Aging and Adult Services (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 SEVEN THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$7,333).

II. MEALS ON WHEELS PROGRAM American Recovery and Reinvestment Act (ARRA)

Aging and Adult Services (AAS) will pay the Contractor in consideration of Meals on Wheels Program services rendered through ARRA funds.

The maximum reimbursement through ARRA funds for the Meals on Wheels Program during the contract term July 1, 2009 through June 30, 2010 shall not exceed TWENTY-THREE THOUSAND FORTY-EIGHT DOLLARS (\$23,048).

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 Aging and Adult Services (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 Aging and Adult Services;
- 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 Aging and Adult Services and Peninsula Volunteers, Inc. in ARRA funds is a total amount of THIRTY THOUSAND THREE HUNDRED EIGHTY-ONE DOLLARS (\$30,381) for the contract term July 1, 2009 through June 30, 2010.