

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the PENINSULA FAMILY SERVICE, 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 71056 the parties entered into an Agreement for the purpose of providing Case Management Program, Congregate Nutrition Program, Peer Counseling Program, and the Senior Employment Programs services on September 28, 2010; and

WHEREAS, the parties wish to amend the Agreement to increase Older American Act, Title V funding for the Senior Employment Programs in the amount of \$10,254 and Appropriation Act, 2010 funds for the Senior Community Service Employment Program in the amount of \$19,358 for a total increase of \$29,612.

**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 – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One, Schedule D – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED NINETY-THREE THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS (\$393,933).

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 (10<sup>th</sup>) 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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule A, page 10 of the original agreement is replaced and incorporated with Schedule A – Amendment One, page 10 as attached.
3. Schedule B of the original agreement is deleted and replaced and incorporated with Schedule B – Amendment One as attached.
4. Schedule C, page 1 of the original agreement is replaced and incorporated with Schedule C – Amendment One, page 1 as attached.
5. Schedule D of the original agreement is deleted and replaced and incorporated with Schedule D – Amendment One as attached.
6. **All other terms and conditions of the Agreement dated September 28, 2010, 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: \_\_\_\_\_  
President  
Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**PENINSULA FAMILY SERVICE**

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

## SCHEDULE A – AMENDMENT ONE

### PENINSULA FAMILY SERVICE

#### FY 2010-2011 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): a Case Management Program, a Congregate Nutrition Program, a Peer Counseling Program and the Senior Employment Programs. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2010 through June 30, 2011. These programs shall operate in accordance with the California Department of Aging (CDA) and/or State licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring of nutrition programs will be conducted annually and onsite in accordance with the Area Agency on Aging (AAA) Contract Monitoring Procedures Manual. All other OAA programs will be monitored at least every other year. Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. The Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process.

#### Program Performance Measurement:

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

#### I. CASE MANAGEMENT PROGRAM

##### A. Units of Service

Contractor agrees to provide 430 hours of case management services.

##### B. Unit Definitions

**Case Management** means assistance either in the form of access coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required.

**Unit of Service: One hour**

##### C. Program Requirements

**Program Requirements** means Title III program requirements found in the 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 CDA Program Memoranda.

**Title IIIB (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).

**Eligible Service Population** for Title III (except for Title IIIE) 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. Employ at least a quarter-time social worker who shall function as a liaison between AAS and Contractor;
2. Provide ongoing supervision to the social worker;
3. Assure that the Spanish-speaking community is aware of the availability of social work services for at-risk older adults and adults with disabilities and encourage the use of those services;
4. Provide local access to TIES line services;
5. Have a social worker attend the Spanish-speaking Case Managers Group;
6. Provide short-term case management services for at-risk older adults and adults with disabilities that are consistent with AAS Response Criteria;
7. Coordinate and consult with AAS on cases, as needed;
8. Refer all cases of suspected elder and dependent adult abuse to AAS;
9. Refer all appropriate individuals who have received either general or comprehensive assessments to the County's Centralized Intake Unit or TIES, when it appears these individuals are in need of direct County services (e.g., In-Home Supportive Services, conservatorship);
10. Provide back-up coverage when the social worker is on vacation, on sick leave, or out of the office during normal business hours. Back-up person shall have access to and be able to present information from client files to Adult Protective Services, Police, Fire, and other appropriate professionals;

11. Provide translation assistance for elder abuse cases involving Spanish-speaking clients referred to AAS; and
12. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the AAA as specified in subsection (i), (ii), and (iii), of the United States Code 42 Section 3026 (a)(8)(C).

Contractor assures that:

1. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
2. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
4. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service;
5. Donation letters may not resemble a bill or a statement [OAA §315(b)]; and
6. Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)].

AAS shall:

1. Accept appropriate referrals from contractor liaison; investigate, complete reports, and follow up, as necessary, on all suspected elder and dependent adult abuse reported by the liaison;
2. Assign AAS Spanish-speaking staff for consultation purposes. This role shall include, but not be limited to orientation to AAS standards, information about community resources, case consultation as needed, and/or case review; and
3. Conduct a utilization review and provide updates on policies and/or regulatory changes via the contract monitoring process and as needed.

## II. CONGREGATE NUTRITION PROGRAM

### A. Units of Service

Contractor agrees to provide 7,500 senior congregate meals and four nutrition education presentations.

### B. Unit Definitions

**A meal** provided to an eligible individual in a congregate group setting, that meets all of the requirements of the OAA and State/Local laws, assures a minimum one-third of the Dietary Reference Intake (DRI), and complies with dietary guidelines for Americans.

**Unit of Service: One meal**

**Nutrition Education** is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program participants. Handout materials may be used, but may not be the sole education component for home-delivered meal program participants.

**Unit of Service: One session per participant**

### C. Program Requirements

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

**Title IIIC-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.

**Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each PSA compared to the total number of meals served in the State in the preceding year.

**Eligible Service Population** for Title III (except for Title IIIE) 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 CCR, Title 22, CDA Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health System policies and procedures;
2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate five days per week throughout the Community Service Area (CSA), but not necessarily five days per week at each site. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS;
4. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the congregate meals service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, suggested contribution amount, etc;
5. Providers of Title IIIC programs shall annually assess the client's nutrition risk using a valid nutrition screening tool [OAA §339(2)(J)][OAA §207(a)(3)];
6. 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;
7. 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, the established fee for employees, non-congregate program volunteers, as well as any guest under 60 years of age, and that services will not be denied if a contribution is not made.
  - 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;
  - e. Donation letters may not resemble a bill or a statement [OAA §315(b)]; and
  - f. Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)].
8. Promote the Congregate Nutrition Program as **non fee-based**, avoiding references to "free or discounted meals" (e.g., free birthday lunch specials, offers associated with coupons, club membership discounts, etc);
9. Utilize appropriate verbiage in written materials (such as newsletters, menus, newspapers, websites, flyers, publications, etc.) 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 "suggested donation" or "suggested contribution" must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance;
10. A yearly written plan for a minimum of four quarterly staff/volunteer training sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider.
  - The program's registered dietitian or the AAS registered dietitian must approve the training curriculum;
  - Training topics must include at a minimum: Food safety, prevention of food-borne illness, Hazard Analysis and Critical Control Points (HACCP) principles, Accident Prevention, Fire safety, first aid, choking, Emergency procedures, and earthquake preparedness;
  - Three of the training sessions must include food safety and sanitation principles;
  - The training plan shall identify who is to be trained, who will conduct the training, content of training and when it is scheduled; and
  - Documentation of training must include attendees' evaluations and attendance records;
11. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) "Illnesses" or (b) lesions/wounds;



12. Submit menus the month prior to the meal service for approval by the AAS registered dietitian. The menus are to be submitted with Contractor's MIS and invoice documents by the 10<sup>th</sup> 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;
  - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate; and
  
13. Comply with CRFC requirements related to the use of trans fat:
  - a. Every food facility should have the label for any food/food additive they are using or storing in any way if it includes any fat, oil, or shortening;
  - b. Beginning January 1, 2010, no oil, shortening or margarine containing artificial trans fats may be used by a food facility unless used for deep frying yeast dough or cake batter;
  - c. Beginning January 1, 2011, no food containing artificial trans fat even in yeast dough or cake batter may be used/stored/distributed by a food facility;
  - d. Subdivision c. (above) shall not apply to food sold/served in a manufacturer's original, sealed package; and
  - e. A food contains artificial trans fat if it contains vegetable shortening, margarine or any partially hydrogenated vegetable oil unless trans fat content is less than .5 grams per serving  
CRFC 114377;12.6(a)(b1)(b2)(c)(d).

Contractor assures that:

1. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
2. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
4. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service;
5. Donation letters may not resemble a bill or a statement [OAA §315(b)]; and

6. Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)].

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

#### A. Units of Service

Contractor agrees to provide 1,500 hours of counseling.

#### B. Unit Definition

**Peer Counseling** uses the skills and/or life experiences of trained volunteers, under qualified supervision, to provide advice, guidance, and support in a self-help approach in order to enhance well-being and enable clients to make informed choices.

**Unit of service: One hour**

#### C. Program Requirements

**Program Requirements** means Title III program requirements found in the OAA 42 USC Section 3001-3058, 45 CFR XIII, 1321; Title 22, CCR, Section 7000 et seq., and CDA Program Memoranda.

**Title IIIB (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the NAPIS categories and NORS.

**Eligible Service Population** for Title III (except for Title IIIE) 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].

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

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

Contractor agrees to:

1. Complete a written intake form on all clients. A written assessment shall be completed before a client is assigned a peer counselor;
2. Open a case on all clients receiving peer counseling services; maintain files that include assessment forms, release of information forms, and ongoing progress notes; and ensure all client information is maintained in a confidential manner;
3. Ensure volunteers document their client contacts and communicate significant findings or changes with staff;
4. Maintain adequate staffing to ensure the successful operation of the Peer Counseling Program. All volunteers working in this program shall receive ongoing clinical supervision by a licensed clinical social worker (or equivalent). Staff shall have the ability to speak and write the language(s) and have a cultural understanding of the community(ies) targeted by the program. Peer counselors making home visits must have some form of identification that confirms that they are peer counselors;
5. Provide basic peer counseling training to all volunteers before they are assigned to clients. Training shall include the need for client confidentiality. In addition, volunteers are required to participate in ongoing training and in-service sessions. Training must be available in the appropriate language(s) for counselors who are non-English-speaking;
6. Coordinate with other agencies providing services to the target population(s). Written outreach plans detailing how the organization will recruit peer counselors and how it will outreach to organizations shall be developed and monitored. When appropriate, clients shall be referred to other agencies to receive needed services; and
7. Submit quarterly reports on unduplicated persons served and monthly reports on the services provided, as detailed in the Management Information System (MIS) Manual. The manual is available upon request from AAS. Monthly reports on the units of service are due on the 10<sup>th</sup> day of the month following the month of the report. Quarterly reports on unduplicated persons served are due on the 10<sup>th</sup> of the month following the end of the quarter.

Contractor assures that:

1. Means tests shall not be used by any Contractor for any Title III or Title VII Services;

2. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
4. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service;
5. Donation letters may not resemble a bill or a statement [OAA §315(b)]; and
6. Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)].

#### IV. SENIOR EMPLOYMENT PROGRAMS

##### A. Units of Service

Title IIIB – Employment

Contractor agrees to provide a total of 55 activities.

Title V – Senior Community Services Employment Program

Contractor agrees to provide 21 subsidized slots and will provide services in accordance with the Performance Measures identified by the Department of Labor (DOL). Section E2. Core Performance Goals identifies goals for 2009-10. DOL Performance Measures will be identified to the provider when available.

##### B. Definitions

Title IIIB – Employment

**Employment** activities are designed to maintain or obtain part-time/full-time employment for older persons or to assist them in selecting and entering into a second career. This can be accomplished through activities including but not limited to career counseling, recruitment, assessment, training, job club, and job development.

**Unit of Service: One activity**

**Program Requirements** means Title III program requirements found in the OAA 42 (USC Section 3001-3058); 45 CFR XIII, 1321; Title 22, CCR, Section 7000 et seq., and CDA Program Memoranda.

**Title IIIB (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health,

case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the NAPIS categories and NORS.

**Eligible Service Population** for Title III (except for Title III E) 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].

Title V – Senior Community Services Employment Program

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

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

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

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

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

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

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

Stop-Delivery System; or (g) are homeless or at risk for homelessness [OAA Section 518(b)(1)(2)];

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

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

**Matching Contributions** means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding;

**In-Kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.);

**Community-Service Employment Training** means placing participants at host agencies that have occupations which are similar to “in demand” private sector jobs. Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. There is no hour limit for a participant’s community service training employment in a 12-month period [20CFR 641.140, OAA Section 518(a)(2)];

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

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

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

**Additional Indicators** means indicators that are not subject to goal-setting and corrective action [20CFR 641.700(a)];

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

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

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

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

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

**Participant Program Tenure** means participants can be enrolled in the program for up to 48 months. A request to extend this time may be submitted to CDA for participants that are hard to serve [OAA Section 518(a)(3)(B)];

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

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

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

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

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

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

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

**State Plan** means the four-year plan submitted to DOL describing SCSEP strategic focuses with an update not less than every 2 years [OAA Section 503(a)];

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

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

**Mathematica (MPR)** means the organization under contract to DOL to create the SCSEP SPARQ and the WDCS and who is responsible for providing on its website the SPARQ user's guide and DOL policy guidance related to system upgrades [20 CFR 641.879(e)-(i)];

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

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

C. Unit Definitions

**Title IIIB Employment:** Activities designed to maintain or obtain part-time/full-time employment for older persons or to assist them in selecting and entering into a second career. This can be accomplished through activities including but not limited to career counseling, recruitment, assessment, training, job club, and job development.

**Unit of Service: One activity**

D. Program Requirements

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



## E. Scope of Work

1. The Contractor shall perform the following if operating as a direct Title V program; for a Title V contracted program the Contractor shall ensure that the subcontractor shall perform the following:
  - a. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws and regulations: OAA, Public Law 109-365 Workforce Investment Act (WIA) Public Law 105-220 Section 121(b)(1)(B)(vi); 29 USC 2841 (b)(1)(B)(vi); 29 CFR 95.5 and 97.40; 20 CFR Part 641 Final Rule – April 9, 2004; 20 CFR 641 Interim Rule Performance Accountability – June 29, 2007; 20 CFR 652 et al., 20 CFR 662.200-280, 38 USC 4215; The Jobs for Veterans Act (Public Law 107-288); the Title V SCSEP New Coordinators Handbook as issued by the State; and any other subsequent memo, bulletins, or similar instructions issued by DOL during the term of this Agreement;
  - b. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals the opportunity to participate in the program [20 CFR 641.515(a)];
  - c. List all SCSEP community service assignments with the local OSCC;
  - d. Provide an orientation to participants that includes information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; and permitted and prohibited political activities [20 CFR 641.535(a)(1)];
  - e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two times during a 12-month period [20 CFR 641.535(a)(2)];
  - f. Provide an IEP for each participant based on an assessment. IEPs shall be developed in partnership with each participant and will reflect the needs as well as the expressed interests and desires of the participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessment. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals (20 CFR 641.140);
  - g. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP [20 CFR 641.535(a)(5)(6)];
  - h. Submit all requests for an OJE to the State for approval prior to exercising the OJE with any participants (Older Worker Bulletin No. 04-04);

- i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every 12 months. Documentation records shall be maintained in a confidential manner (20 CFR 641.505);
  - j. Cooperate with community, employment, and training agencies, including agencies under the WIA and provided through OSCC, to provide services to low-income older workers (20 CFR 641.200);
  - k. Participate in the development of the SCSEP State Plan. Local activities must support the strategic focuses outlined in the SCSEP State Plan [20 CFR 641.315(a)];
  - l. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention [20 CFR 641.535(14)(15)];
  - m. As mandated partner under the WIA, the Title V SCSEP must have a signed Memorandum of Understanding (MOU) with the Local Workforce Investment Board(s) and the OSCC(s) detailing how services will be provided [20 CFR 662.200-300];
  - n. The MOU must contain the following components: (1) a description of the functions/services to be performed for One-Stop clients; (2) an explanation of how the costs of these functions/services and One-Stop operations will be funded; (3) a description of the methods to be used for referring clients among the partners, and (4) the duration of the MOU and procedures for amending it [20 CFR Part 652 et.al];
  - o. Maintain an up-to-date COG Data Collection Handbook, Mathematica Data Validation Handbook, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures [20 CFR 641.879(e)(f)(h)];
  - p. Use the program data collection and reporting system as required by the CDA [OAA Section 503(f)(3)(4)]; and
  - q. Submit all requests for the Transfer/Change utility transaction in SPARQ to the State for prior approval. [641.879(h)].
2. The Contractor shall, or if subcontracted, the subcontractor shall, meet the annual negotiated performance measures established by the U.S. Department of Labor, which include:

Core Performance Goals from U.S. DOL for 2009-10:

Service Level	100%
Community Service	80%
Most in Need	2.39
Common Measure Entered Employment	38.6
Common Measure Retention Goal	67.9
Common Measure Average Earnings	\$9,549.00

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

- a. Employment Retention (1 year)
  - b. Customer Satisfaction (Employer, Host Agency, Participant)
3. Contractor agrees to assure the following:
- a. Services are provided only to the defined Eligible Service Population (20 CFR 641.500);
  - b. Participants, while enrolled in the Title V SCSEP, shall receive at least the current minimum wage plus fringe benefits required by law including compensation for federal holidays. Fringe benefits, including annual physical examinations, must be provided uniformly to all participants within a project or subproject. Participants must be paid for hours spent in orientation, training, other required activities, and time spent working in the assigned community service employment activity. [OAA section 501(c)(6)(A)(i), CFR 641.535(a)(b)(i)]; and
  - c. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits (20 CFR 641.535).
4. The Contractor shall assure that the Title V SCSEP will serve the eligible service population and give priority to individuals who are 65 years of age and older or:
- a. Have a disability;
  - b. Have limited English proficiency or low literacy skills;
  - c. Reside in a rural area;
  - d. Are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(2);
  - e. Have low employment prospects;
  - f. Have failed to find employment after utilizing services provided through the One-Stop Delivery System; and
  - g. Are homeless or at risk for homelessness [OAA Section 518(b)].
5. Contractor shall comply with an average participation cap for eligible individuals of no more than 27 months in the aggregate, unless requested and approved by the DOL [OAA Section 203(b)(1)(C)].
6. When monitoring local projects (sub-sub grantees) the Contractor will use a tool that mirrors the CDA's simplified monitoring tool [OAA Section 503(f)(1)].
7. The Contractor shall provide a written policy to AAS regarding terminations (including IEP terminations), leave of absences from the program and grievance procedures (20 CFR 641.910), (20CFR 641.580).

8. Contractor is required to provide a 30-day notice for all terminations except in the case of the participant providing false information or for cause. Terminations must not discriminate against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color or disability.
9. Criteria for termination of participants must be objective, non-arbitrary, and non-discriminatory and be based on priorities for service per the OAA Amendments of 2006, Section 518(b). Participants must be treated uniformly and all program policies and procedures must be followed (20CFR 641.580).
10. Political Activities. The Contractor shall assure the following:
  - a. The Contractor shall post a notice at each training site and make available to each participant a written explanation of allowable and unallowable political activities in accordance to the OAA Section 502 (b)(1)(P), 20nCFR 641..836(d); and
  - b. Notices shall state that Title V SCSEP participants may engage freely in the political process with the following exceptions:
    - i. Participant may not engage in partisan or non-partisan political activities on the job;
    - ii. Participants may not present themselves as a spokesperson for Title V SCSEP while engaged in political activity; and
    - iii. Participants may not be assigned to the office of a Member of Congress, a state or local legislator, or on any staff of a legislative committee.
11. The Contractor shall have appropriate office space to conduct private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.

F. Reporting Provisions [OAA Section 503(f)(3)(4)] [20CFR 641.430(f)]

1. Contractor shall:
  - a. Input program and participant data into SPARQ using the WDCS on a routine basis. The Contractor must review and continually seek to clear errors in the WDCS. The data must be timely, complete, accurate, and verifiable;
  - b. Create a plan to ensure accuracy of data from all levels which includes a method for the Contractor or subcontractors to verify the accuracy of the data prior to submission to the State; and
  - c. Train and orient staff and subcontractor's staff on data collection and reporting requirements.

- G. Contractor shall review Management Reports in accordance with DOL requirements to ensure accuracy of data inputted into the WDCS. Management Reports must be reviewed by the Contractor on a monthly basis.

- H. Contractor shall review Data Quality Reports (DQRs) in accordance with DOL requirements to ensure accuracy of data inputted into the WDACS. DQRs must be reviewed by the Contractor on a monthly basis.
- I. Contractor shall submit a Corrective Action Plan describing the actions to be taken to achieve the performance goals if the project did not achieve the established performance goals in the previous fiscal year [20 CFR 641.740(b)].

J. Appeal Process

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

In the event of a Contract dispute or grievance regarding the terms and conditions of this Contract, Contractor shall first discuss the problem informally with the AAS contract monitor, who will forward any failed attempt to resolve the dispute to the CDA.

K. Transition Plan for Title V SCSEP

The Contractor shall submit a transition plan to AAS within two (2) days of delivery of a written Notice of Termination of a program funded by Title V SCSEP. The transition plan must be approved by the County and State and shall at a minimum include the following:

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

L. Assurances for Title III Programs

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;
5. Donation letters may not resemble a bill or a statement [OAA §315(b)];  
and
6. Proof of age or citizenship shall not be required as a condition of receiving services.

## **SCHEDULE B – AMENDMENT ONE**

### **PENINSULA FAMILY SERVICE**

#### **FY 2010-2011 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) program(s): a Case Management Program, a Congregate Nutrition Program, a Peer Counseling Program and the Senior Employment Programs. Services described in this Schedule B reflect program funding and payment method during fiscal year July 1, 2010 through June 30, 2011. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. The Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a "Comprehensive Basic Daily Rate" of reimbursement is being applied.

#### **I. CASE MANAGEMENT PROGRAM**

AAS will pay Contractor in consideration of Case Management Program services rendered \$25,000 in OAA funds.

The maximum reimbursement for the Case Management Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

#### **II. CONGREGATE NUTRITION PROGRAM**

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$25,515 in OAA funds and \$6,360 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THIRTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$31,875).

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

AAS will pay Contractor in consideration of Peer Counseling Program services rendered \$10,000 in OAA funding.

The maximum reimbursement for the Peer Counseling Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TEN THOUSAND DOLLARS (\$10,000).

#### IV. SENIOR EMPLOYMENT PROGRAMS

AAS will pay Contractor in consideration of Title IIIB – Employment services rendered \$14,972 in OAA funding.

AAS will pay Contractor in consideration of Title V – Senior Community Services Employment Program services rendered \$181,260 in OAA funding.

AAS will pay Contractor in consideration of Title V – Senior Community Services Employment Program services rendered an additional \$10,254 in OAA funding.

The maximum reimbursement for the Senior Employment Programs in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWO HUNDRED SIX THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$206,486).

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Contractor agrees to the following for all programs:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. 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;
- C. **Reimbursement Calculation** – The total reimbursement amount is 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 during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.



- Mileage

<http://www.dpa.ca.gov/personnel-policies/travel/personalvehicle-mileage-reimbursement.htm>

- Per Diem (meals and incidentals) -

<http://www.dpa.ca.gov/personnel-policies/travel/meals-andincidentals.htm>

- Lodging

<http://www.dpa.ca.gov/personnel-policies/travel/short-termtravel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;
- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 Code of Federal Regulations (CFR) Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):
- Financial Reporting;
  - Accounting Records;
  - Internal Control;
  - Budgetary Control;
  - Allowable Costs;
  - Source Documentation; and
  - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
  - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
  - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
  2. The required minimum program matching contributions for Title IIIE is 25 percent;
  3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
  4. Matching contributions generated in excess of the minimum required are considered overmatch; and
  5. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (city and county governments, school districts, special districts, and water districts);
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes:
- Voluntary contributions received from a participant or responsible party as a result of services;
  - Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
  - Royalties received on patents and copyrights from contract-supported activities; and
  - Proceeds from sale of items fabricated under a contract agreement;

### **Program Income**

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;

3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

- M. **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 results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- N. A mid-year review, scheduled for January 2011, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. 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 2011 will be due by July 6, 2011 to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 22, 2011**.

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; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Peninsula Family Service is \$273,361 in OAA and NSIP funds and \$33,265 in County General Funds for general program support for a total amount of THREE HUNDRED SIX THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS (\$306,626) for the contract term July 1, 2010 through June 30, 2011.

## SCHEDULE C – AMENDMENT ONE

### PENINSULA FAMILY SERVICE

#### FY 2010-2011 DEPARTMENT OF LABOR APPROPRIATIONS ACT, 2010 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program: the Department of Labor Appropriations Act, 2010 (DOL AA, 2010) Senior Community Services Employment Program (SCSEP). Services described in this Schedule C reflect program performance requirements (units of service) during fiscal year July 1, 2010 through June 30, 2011. This program is in effect July 1, 2010 through June 30, 2011. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

A. Units of Service

**Title V Appropriations Act, 2010 - SCSEP**

Contractor agrees to provide 6 subsidized slots and will provide services in accordance with the provisions identified below in E. Scope of Work.

B. Title V Definitions

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

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

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

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

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

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

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

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

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

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

**Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

**Community-Service Employment Training** means placing participants at host agencies that have occupations which are similar to “in demand” private sector jobs. Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. There is no hour limit for a participant’s community service training employment in a 12-month period [20CFR 641.140, OAA Section 518(a)(2)].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

C. Unit Definitions

Contractor agrees to provide services in accordance with performance measures identified by the DOL. Core indicators are listed in E. Scope of Work, #2.

D. Program Requirements

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

E. Scope of Work

1. The Contractor shall perform the following:

- a. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws and regulations [OAA, Public Law 109-365 – October 20 CFR Part 641 – April 2004, and 29 CFR Part 89]; WIA, Public Law (105-220), Regulations section 121(b)(1)(B)(vi), 29 U.S.C. 2841 (b)(1)(B)(vi) and 29 CFR Part 662 Subpart B §§ 662.200 through 662.280 and Parts 660-671; 20 CFR Part 641 Interim Rule; The Jobs for Veterans Act (Public Law 107-288) (2002) (38 U.S.C. 4215); the Title V SCSEP Manual as issued by the CDA and any other subsequent memos, bulletins, or similar instruction issued during the term of this Agreement by DOL;
- b. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals the opportunity to participate in the program [20 CFR 641.515(a)];
- c. List all SCSEP community service assignments with the local OSCC;
- d. Provide an orientation to participants that includes information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; and permitted and prohibited political activities [20 CFR 641.535(a)(1)];

- e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two times during a 12-month period [20 CFR 641.535(a)(2)];
- f. Provide an IEP for each participant based on an assessment. IEPs shall be developed in partnership with each participant and will reflect the needs as well as the expressed interests and desires of the participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessment. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals (20 CFR 641.140);
- g. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP [20 CFR 641.535(a)(5)(6)];
- h. Submit all requests for an OJE to the Department for approval prior to exercising the OJE with any participants (Older Worker Bulletin No. 04-04);
- i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every 12 months. Documentation records shall be maintained in a confidential manner (20 CFR 641.505);
- j. Cooperate with community, employment, and training agencies, including agencies under the WIA and provided through OSCC, to provide services to low-income older workers (20 CFR 641.200);
- k. Participate in the development of the SCSEP State Plan. Local activities must support the strategic focuses outlined in the SCSEP State Plan [20 CFR 641.315(a)];
- l. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention [20 CFR 641.535(14)(15)];
- m. As mandated partner under the WIA, the Title V SCSEP must have a signed Memorandum of Understanding (MOU) with the Local Workforce Investment Board(s) and the OSCC(s) detailing how services will be provided [WIA Sections 662.200-300];
- n. The MOU must contain the following components: (1) a description of the functions/services to be performed for One-Stop clients; (2) an explanation of how the costs of these functions/services and One-Stop operations will be funded; (3) a description of the methods to be used for referring clients among the partners, and (4) the duration of the MOU and procedures for amending it [20 CFR Part 652 et.al];

- o. Maintain an up-to-date Title V SCSEP Manual, COG Data Collection Handbook, MPR User's Guide, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures [20 CFR 641.879(e)(f)(h)];
  - p. Monitor on a monthly basis the COG and MPR websites to be informed of DCS updates and to view the "Ask the Experts" frequently asked questions [641.879(e)-(i)];
  - q. Use the program data collection and reporting system as required by the CDA [OAA Section 503(f)(3)(4)];
  - r. Submit all requests for the Transfer/Change utility transaction in SPARQ to the Department for prior approval [641.879(h)]; and
  - s. Have appropriate office space to conduct private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.
2. The Contractor shall meet the annual negotiated performance measures established by the U. S. DOL, which include:

Core Indicators (20 CFR 641.700)

- a. Hours of community service employment
- b. Entry into unsubsidized employment
- c. Retention in unsubsidized employment for six months
- d. Earnings
- e. The number of eligible individuals served
- f. The number of most-in-need individuals served

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

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

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

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

#### 4. Appeal Process

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

#### 5. Transition Plan

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

- a. A process on how participants will be notified of program closure, reduction of slots, or change in service provider;
- b. A process on how confidential records of participants and database files will be relinquished to the Contractor or new service provider;
- c. A process to communicate with National SCSEP grantees to transfer current participants into other employment/training opportunities;
- d. A process on how supportive services will be identified and provided to participants to ease in the transition; and

- e. A process to conduct a property inventory and plan to dispose or transfer, or return to AAS all equipment purchased during the entire operation of the contract.

## **SCHEDULE D – AMENDMENT ONE**

### **PENINSULA FAMILY SERVICE**

#### **FY 2010-2011 DEPARTMENT OF LABOR APPROPRIATIONS ACT, 2010 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) program: Department of Labor Appropriations Act, 2010 (DOL AA, 2010) Senior Community Service Employment Program (SCSEP). Services described in this Schedule D reflect program funding and payment methods during fiscal year July 1, 2010 through June 30, 2011. This program is in effect July 1, 2010 through June 30, 2011. This program shall operate in accordance with the California Department of Aging (CDA) and/or State licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

DOL AA, 2010 SCSEP funds mean the Appropriations Act, 2010 funds awarded to CDA, are intended to increase the number of participants served in SCSEP and are a one-time supplement.

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

AAS will pay the Contractor in consideration of SCSEP services rendered \$67,949 in DOL AA, 2010 SCSEP funds.

AAS will pay the Contractor in consideration of SCSEP services rendered an additional \$19,358 in DOL AA, 2010 SCSEP funds

The maximum reimbursement through DOL AA, 2010 SCSCP funds during the contract period July 1, 2010 through June 30, 2011, shall not exceed EIGHTY-SEVEN THOUSAND THREE HUNDRED SEVEN DOLLARS (\$87,307).

Contractor agrees to the following:

- A. Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations;
  - Mileage <http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>

- Lodging <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the State Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County;

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

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

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

- (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
  - (c) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources;
- H. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds;
- I. Costs of generating program income may be deducted from gross income to determine program income earned provide these costs are not charged to contract funds;
- J. Program income must be added to contract funds and matching contributions, and used for allowable costs of the program. Program income includes:
  - 1. Voluntary contributions received from a participant or responsible party as a result of services;
  - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
  - 3. Royalties received on patents and copyrights from contract-supported activities; and
  - 4. Proceeds from sale of items fabricated under contract agreement;
- K. Contracts that continue to receive contract funds may use unexpended program income in the subsequent contract period;
- L. Matching Contributions mean local cash and/or in-kind contributions by the Contractors, subcontractor, or other local resources that qualify as match for the contract funding.
  - 1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
  - 2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor;
  - 3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars; and
  - 4. On-the-Job Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
- M. Contractor is not limited to eight (8) percent of the federal allocation and should be reported as project administration in the Appropriations Act budget;



- N. Contractor shall spend not less than 79 percent of the total federal allocation for Participant Wages and Fringe Benefits;
- O. Contractor is not required to budget On-the-Job (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
- P. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Appropriation Act budget;
- Q. Any matching contributions generated as a result of this contract should be reported on the CDA 35AA as Matching Contributions;
- R. Funds from this Agreement are not allowed to be used for facility construction or repair;
- S. Contractor will separately track Appropriation Act funds from the SCSEP regular contract;
- T. Contractor will submit required financial reports timely in accordance with Appropriations Act requirements;
- U Invoice(s) for June 2011 will be due by July 6, 2011 to facilitate timely payment; and
- V. Submit a closing report with supporting documentation of expenses by **July 22, 2011**.

Documentation should include the following:

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

The maximum reimbursement for contracted services between San Mateo County AAS and Peninsula Family Service in DOL AA, 2010 SCSEP funds is a total amount of EIGHTY-SEVEN THOUSAND THREE HUNDRED SEVEN DOLLARS (\$87,307) for the contract period July 1, 2010 through June 30, 2011.