



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: May 2, 2011
BOARD MEETING DATE: May 24, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Lisa Mancini, Director, Aging and Adult Services

SUBJECT: Amendments to 20 provider Agreements for modifications to funding and services

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board to execute Amendment One to the Agreements with Alzheimer's Association of Northern California and Northern Nevada; City of Belmont; City of Daly City; City of East Palo Alto; City of Menlo Park; City of Pacifica; City of San Bruno; City of San Mateo; Hospital Consortium of San Mateo County; Kimochi, Incorporated; Legal Aid Society of San Mateo; and Senior Coastsiders and Amendment Two to the Agreements with Catholic Charities CYO; City of South San Francisco; Coastside Adult Day Health Center; Mills-Peninsula Health Services; Ombudsman Services of San Mateo County, Incorporated; Peninsula Family Service; Peninsula Volunteers; and Self Help for the Elderly, increasing the total amount by \$299,997 for a total of \$3,327,089 with no change to the term of July 1, 2010 through June 30, 2011.

BACKGROUND:

On September 28, 2010, your Board authorized Resolution 71056 approving Agreements with 23 providers for Adult Day Care/Adult Day Health Care, Alzheimer's Program, Case Management, Congregate Nutrition, Family Caregiver Support, Health Insurance Counseling and Advocacy Program (HICAP), Health Promotion/Disease Prevention, Home-Delivered Meals, Legal Assistance, Ombudsman Services, Senior Employment and Transportation services. The total aggregate amount of the 23 Agreements was \$3,066,516 for the term of July 1, 2010 through June 30, 2011. This Resolution also authorized the Chief of the Health System or designee to execute contract amendments which modify the funding amount by no more than \$25,000 (in aggregate), for each agreement, and/or modify the contract terms and/or services so long as the modified terms or services is/are within the current or revised fiscal provisions.

On December 14, 2010, the Chief of the Health System authorized Change Order No. 1 to the Agreements with Catholic Charities CYO, City of South San Francisco, Coastside

Adult Day Health Center, Mills-Peninsula Health Services, and Peninsula Volunteers, Incorporated, shifting federal and state funds and changing the payment methodology for services provided. The total collective amount of the Agreements remained unchanged at \$918,643 with no change to the terms. On January 11, 2011, your Board authorized Resolution 71210 approving Amendment One to the Agreement with Peninsula Family Service, increasing the amount by \$29,612 in federal funds to \$393,933 with no change to the terms.

On March 1, 2011, your Board authorized Resolution 71285 approving Amendment One to the Agreement with Self Help for the Elderly, increasing the amount by \$43,198 to \$464,835 with no change to the terms. On March 29, 2011, your Board authorized Resolution 71321 approving Amendment One to the Agreement with Ombudsman Services of San Mateo, Incorporated, increasing the amount by \$48,876 to \$276,982 with no change to the terms. Also on March 29, 2011, an Appropriations Transfer Request was brought before your Board authorizing the acceptance of additional federal and state one-time-only funding in the amount of \$315,269. Upon receiving the notification of the additional funding, Aging and Adult Services (AAS) invited the 23 current providers to submit proposals for the funding. Exhibit A notes the 20 contractors receiving one-time-only funds and the amount of the corresponding Agreement.

DISCUSSION:

This year, the State allowed baseline direct client services to be enhanced through one-time-only funds. These baselines include Adult Day Care, Congregate Nutrition, Family Caregiver Support, Health Promotion/Disease Prevention, Home-Delivered Meals, and Ombudsman Services.

County Counsel has reviewed and approved the Resolution and Amendments as to form and content. These Amendments contribute to the Shared Vision 2025 outcome of a Healthy Community by allowing AAS to provide services to at-risk individuals that help them remain in the most independent setting possible. It is anticipated that 95% of at-risk individuals will be maintained in a least restrictive setting through case management.

Performance Measure:

Measure	FY 2009-10 Actual	FY 2010-11 Projected
Percent of at-risk individuals maintained in a least restrictive setting through case management	99%*	95%

*Contractors exceeded this expectation in FY 2009-10.

FISCAL IMPACT:

The terms of the Agreements remain the same, July 1, 2010 through June 30, 2011. The maximum the County shall be obligated to pay for these amended Agreements for FY 2011-12 under a single resolution is increased by \$299,997 to \$3,327,089. There is no Net County Cost associated with this action.

Exhibit A

Agency Name	Current Amount	Amendment	Amended Amount
Alzheimer's Association of No. CA. and No. Nevada	\$ 43,095	\$ 14,803	\$ 57,898
Catholic Charities CYO	\$ 85,254	\$ 10,143	\$ 95,397
City of Belmont	\$ 20,629	\$ 5,644	\$ 26,273
City of Daly City	\$ 121,592	\$ 22,849	\$ 144,441
City of East Palo Alto	\$ 51,464	\$ 425	\$ 51,889
City of Menlo Park	\$ 68,958	\$ 2,165	\$ 71,123
City of Pacifica	\$ 150,026	\$ 48,881	\$ 198,907
City of San Bruno	\$ 110,278	\$ 32,094	\$ 142,372
City of San Mateo	\$ 27,193	\$ 6,024	\$ 33,217
City of South San Francisco	\$ 66,734	\$ 425	\$ 67,159
Coastside Adult Day Health Center	\$ 53,289	\$ 23,674	\$ 76,963
Hospital Consortium of San Mateo County	\$ 5,629	\$ 1,662	\$ 7,291
Kimochi, Inc.	\$ 21,036	\$ 5,350	\$ 26,386
Legal Aid Society of San Mateo	\$ 193,216	\$ 7,355	\$ 200,571
Mills-Peninsula Health Services	\$ 140,154	\$ 29,817	\$ 169,971
Ombudsman Services of San Mateo County, Inc.	\$ 276,982	\$ 4,358	\$ 281,340
Peninsula Family Service	\$ 393,933	\$ 2,800	\$ 396,733
Peninsula Volunteers	\$ 573,212	\$ 32,262	\$ 605,474
Self Help for the Elderly	\$ 464,835	\$ 12,194	\$ 477,029
Senior Coastsiders	\$ 159,583	\$ 37,072	\$ 196,655
TOTAL	\$3,027,092	\$ 299,997	\$3,327,089

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AMENDMENT ONE TO THE AGREEMENTS WITH ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA AND NORTHERN NEVADA; CITY OF BELMONT; CITY OF DALY CITY; CITY OF EAST PALO ALTO; CITY OF MENLO PARK; CITY OF PACIFICA; CITY OF SAN BRUNO; CITY OF SAN MATEO; HOSPITAL CONSORTIUM OF SAN MATEO COUNTY; KIMOCHI, INCORPORATED; LEGAL AID SOCIETY OF SAN MATEO; AND SENIOR COASTSIDERS AND AMENDMENT TWO TO THE AGREEMENTS WITH CATHOLIC CHARITIES CYO; CITY OF SOUTH SAN FRANCISCO; COASTSIDE ADULT DAY HEALTH CENTER; MILLS-PENINSULA HEALTH SERVICES; OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED; PENINSULA FAMILY SERVICE; PENINSULA VOLUNTEERS; AND SELF HELP FOR THE ELDERLY, INCREASING THE TOTAL AMOUNT BY \$299,997 FOR A TOTAL OF \$3,327,089 WITH NO CHANGE TO THE TERM OF JULY 1, 2010 THROUGH JUNE 30, 2011

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, this Board has designated itself as the Area Agency on Aging of San Mateo County to carry out programs pursuant to the Older Americans Act; and

WHEREAS, on September 28, 2010, by Resolution 71056, the Board of Supervisors authorized execution of Agreements with 23 providers for the provision of Adult Day Care/Adult Day Health Care, Alzheimer's Program, Case Management, Congregate Nutrition, Family Caregiver Support, Health Insurance Counseling and Advocacy Program, Health Promotion/Disease Prevention, Home-Delivered Meals, Legal Assistance, Medication Management, Ombudsman Services, Senior Employment, and/or Transportation services to older adults and adults with disabilities for a total of \$3,066,516 for the term July 1, 2010 through June 30, 2011; and

WHEREAS, Resolution 71056 also authorized the Chief of the Health System or designee to execute contract amendments which modify the funding amount by no more than \$25,000 (in aggregate), for each agreement, and/or modify the contract terms and/or services so long as the modified terms or services is/are within the current or revised fiscal provisions; and

WHEREAS, on December 14, 2010, the Chief of the Health System authorized Change Order No. One to the Agreements with Catholic Charities CYO; City of South San Francisco; Coastside Adult Day Health Center; Mills-Peninsula Health Services; and Peninsula Volunteers, Incorporated, shifting federal and state funds and changing the payment methodology for services provided with no change to the amounts or terms of the Agreements; and

WHEREAS, on January 11, 2011, the Board authorized Resolution 71210 approving Amendment One to the Agreement with Peninsula Family Service, increasing the amount by \$29,612 in federal funds to \$393,933 with no change to the terms; and

WHEREAS, on March 1, 2011, the Board authorized Resolution 71285 approving Amendment One to the Agreement with Self Help for the Elderly, increasing the amount by \$43,198 to \$464,835 with no change to the terms; and

WHEREAS, on March 29, 2011, the Board authorized Resolution 71321 approving Amendment One to the Agreement with Ombudsman Services of San Mateo, Incorporated, increasing the amount by \$48,876 to \$276,982 with no change to the terms; and

WHEREAS, an Appropriations Transfer Request was brought before the Board on March 29, 2011, authorizing the acceptance of additional federal and state one-time-only funds in the amount of \$315,269; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance, these First and Second Amendments to the 20 Agreements referenced to which are hereby made for further particulars; and

WHEREAS, all parties now wish to further amend the Agreements by increasing the collective amount by \$299,997, changing the maximum obligation from \$3,027,092 to \$3,327,089 with no change to the term of July 1, 2010 through June 30, 2011; and

WHEREAS, this Board has examined the Amendments and has approved them same as to both form and content.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors be and is hereby authorized and directed to execute said First and Second Amendments to the 20 Agreements for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA AND NORTHERN
NEVADA**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA AND NORTHERN NEVADA, 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 provision of Family Caregiver Support Program services on September 28, 2010; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$14,803 to \$57,898.

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

1. In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 FIFTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$57,898).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

**ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA AND NORTHERN
NEVADA**



Contractor's Signature

Date: 4-20-11

SCHEDULE B – AMENDMENT ONE

ALZHEIMER'S ASSOCIATION, NORTHERN CALIFORNIA AND NORTHERN NEVADA

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: the Family Caregiver Support Program. 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. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

AAS will pay Contractor in consideration of FCSP services rendered \$18,127 for Category 1: Support Services; \$10,000 for Category 2: Respite Care; \$5,000 for Category 4: Access Assistance; and \$8,000 for Category 5: Information Services for a total of \$41,127 in OAA funding.

AAS will pay Contractor in consideration of FCSP services rendered an additional \$4,217 for Category 1: Support Services; \$4,016 for Category 4: Access Assistance; and \$6,570 for Category 5: Information Services for a total of \$14,803 in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed FIFTY-FIVE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$55,930).

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;

- 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 (10th) 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 Alzheimer's Association, Northern California and Northern Nevada is \$55,930 in OAA funds and \$1,968 in County General Funds for general program support for a total amount of FIFTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$57,898) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF BELMONT**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the City of Belmont, 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 provision of Congregate Nutrition Program and Transportation Program services on September 28, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$5,644 to \$26,273.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 TWENTY-SIX THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS (\$26,273).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

CITY OF BELMONT

George D. Dawson Jr.
Contractor's Signature

Date: April 27, 2011

SCHEDULE B – AMENDMENT ONE

CITY OF BELMONT

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition Program and a Transportation Program. 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. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$12,247 in OAA funds and \$3,053 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food for a total of \$15,300.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$5,220 for baseline services, \$50 for nutrition education in Title III C1 OAA funds, and \$374 in NSIP funds for the purchase of food for a total of \$5,644.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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 TWENTY THOUSAND NINE HUNDRED FORTY-FOUR DOLLARS (\$20,944).

II. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$2,750 in OAA funding.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750).

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 (10th) 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 the City of Belmont is \$23,694 in OAA and NSIP funds and \$2,579 in County General Funds for general program support for a total amount of TWENTY-SIX THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS (\$26,273) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF DALY CITY**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the City of Daly City, 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 provision of Congregate Nutrition Program, and Disease Prevention and Health Promotion Program services on September 28, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$22,849 to \$144,441.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED FORTY-ONE DOLLARS (\$144,441).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

CITY OF DALY CITY


Contractor's Signature
Date: 5/2/2011

SCHEDULE B – AMENDMENT ONE

CITY OF DALY CITY

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition Program, and a Disease Prevention and Health Promotion Program. 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. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$64,637 for the Doelger Senior Center and \$18,711 for the Lincoln Community Center for a total of \$83,348 in OAA funds and \$20,777 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food a total of \$104,125.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$22,000 for the Doelger Senior Center for baseline services, \$50 the Doelger Senior Center and \$50 for the Lincoln Community Center for nutrition education in Title III C1 OAA funds, and \$749 in NSIP funds for the purchase of food for a total of \$22,849.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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 ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED SEVENTY-FOUR DOLLARS (\$126,974).

II. DISEASE PREVENTION AND HEALTH PROMOTION PROGRAM

AAS will pay Contractor in consideration of Disease Prevention and Health Promotion Program services rendered \$5,500 in OAA funding.

The maximum reimbursement for the Disease Prevention and Health Promotion Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500).

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 (10th) 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 the City of Daly City is \$132,474 in OAA and NSIP funds and \$11,967 in County General Funds for general program support for a total amount of ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED FORTY-ONE DOLLARS (\$144,441) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF EAST PALO ALTO**

THIS AMENDMENT TO THE AGREEMENT, entered into this 20 day of April, 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the City of EAST PALO ALTO, 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 provision of Congregate Nutrition Program and Transportation Program services on September 28, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$425 to \$51,889.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 FIFTY-ONE THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS (\$51,889).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

CITY OF EAST PALO ALTO



Contractor's Signature

Date: 4/20/2011

SCHEDULE B – AMENDMENT ONE

CITY OF EAST PALO ALTO

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition Program and a Transportation Program. 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. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$31,298 in OAA funds and \$7,802 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food for a total of \$39,100.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$50 for nutrition education in Title III C1 OAA funds and \$375 NSIP funds for the purchase of food for a total of \$425.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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-NINE THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$39,525).

II. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$9,685 in OAA funding.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed NINE THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS (\$9,685).

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

- L. **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;

- M. 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;
- N. Submit client intake forms as appropriate, monthly program reports, and invoices 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. 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;
- O. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- P. 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 the City of East Palo Alto is \$49,210 in OAA and NSIP funds and \$2,679 in County General Funds for general program support for a total amount of FIFTY-ONE THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS (\$51,889) for the contract term July 1, 2010 through June 30, 2011.

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	<u>City of East Palo Alto</u>	Phone:	<u>(650) 853-3100</u>
Contact Person:	<u>M. Gordon</u>	Fax:	<u>(650) 853-3111</u>
Address:	<u>2715 Government Center 2415 University Avenue East Palo Alto, CA 94303</u>		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☐ Contractor complies with the County's Equal Benefits Ordinance by:
- ☐ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☒ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☒ Contractor is a party to a collective bargaining agreement that began on 4/10 (date) and expires on 4/11 (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

M. Gordon

Signature

6/14/2010

Date

M. Gordon

Name

Interim City Manager

Title

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF MENLO PARK**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the City of MENLO PARK, 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 provision of Congregate Nutrition Program and Transportation Program services on September 28, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$2,165 to \$71,123.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 SEVENTY-ONE THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS (\$71,123).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

CITY OF MENLO PARK


Contractor's Signature

Date: 4/12/2011

SCHEDULE B – AMENDMENT ONE

CITY OF MENLO PARK

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition Program and a Transportation Program. 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. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$32,318 in OAA funds and \$8,057 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food for a total of \$40,375.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$1,740 for baseline services, \$50 for nutrition education in Title III C1 OAA funds, and \$375 in NSIP funds for the purchase of food for a total of \$2,165.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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 FORTY-TWO THOUSAND FIVE HUNDRED FORTY DOLLARS (\$42,540).

II. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$22,000 in OAA funding.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWENTY-TWO THOUSAND DOLLARS (\$22,000).

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 (10th) 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 the City of Menlo Park is \$64,540 in OAA and NSIP funds and \$6,583 in County General Funds for general program support for a total amount of SEVENTY-ONE THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS (\$71,123) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF PACIFICA**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the City of Pacifica, 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 provision of Congregate Nutrition Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program services on September 28, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$48,881 to \$198,907.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 ONE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED SEVEN DOLLARS (\$198,907).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

CITY OF PACIFICA

Stephen A. Rhodes
Contractor's Signature

Date: 4/8/11

SCHEDULE B – AMENDMENT ONE

CITY OF PACIFICA

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): 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 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. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$41,163 in OAA funds and \$10,262 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food for a total of \$51,425.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$29,087 for baseline services, \$50 for nutrition education in Title III C1 OAA funds, and \$374 NSIP funds for the purchase of food for a total of \$29,511.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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 EIGHTY THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS (\$80,936).

II. a. MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Meals on Wheels (MOW) Program services rendered \$63,140 in OAA funds and \$8,260 in NSIP funds for the purchase of food a total of \$71,400.

AAS will pay Contractor in consideration of MOW Program services rendered an additional \$18,298 for baseline services, \$50 for nutrition education, \$100 for nutrition counseling in Title III C2 OAA funds, and \$922 in NSIP funds for the purchase of food for a total of \$19,370.

MOW Nutrition Education and Nutrition Counseling funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed NINETY THOUSAND SEVEN HUNDRED SEVENTY DOLLARS (\$90,770).

II b. SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$3,300 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THREE THOUSAND THREE HUNDRED DOLLARS (\$3,300).

III. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$10,175 in OAA funding.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TEN THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$10,175).

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):

- 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 (10th) 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 the City of Pacifica is \$181,881 in OAA and NSIP funds, \$3,300 in MOW Trust funds and \$13,726 in County General Funds for general program support for a total amount of ONE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED SEVEN DOLLARS (\$198,907) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF SAN BRUNO**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the City of San Bruno, 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 provision of Congregate Nutrition Program and Transportation Program services on September 28, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$32,094 to \$142,372.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 ONE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED SEVENTY-TWO DOLLARS (\$142,372).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

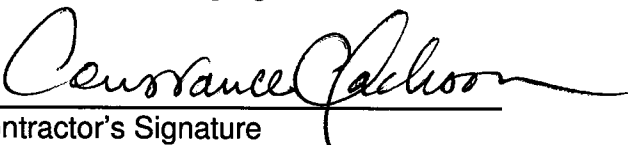
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF SAN BRUNO



Contractor's Signature

Date: April 20, 2011

SCHEDULE B – AMENDMENT ONE

CITY OF SAN BRUNO

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition Program and a Transportation Program. 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. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$68,039 in OAA funds and \$16,961 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food for a total of \$85,000.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$31,670 in baseline services, \$50 for nutrition education in Title III C1 OAA funds, and \$374 NSIP funds for the purchase of food for a total of \$32,094.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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 ONE HUNDRED SEVENTEEN THOUSAND NINETY-FOUR DOLLARS (\$117,094).

II. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$16,500 in OAA funding.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed SIXTEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500).

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 (10th) 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 the City of San Bruno is \$133,594 in OAA and NSIP funds and \$8,778 in County General Funds for general program support for a total amount of ONE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED SEVENTY-TWO DOLLARS (\$142,372) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF SAN MATEO**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF SAN MATEO, 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 provision of Congregate Nutrition Program services on September 28, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$6,024 to \$33,217.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 THIRTY-THREE THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$33,217).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

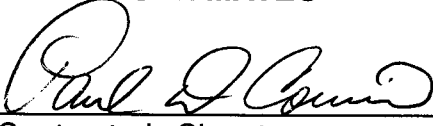
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF SAN MATEO



Contractor's Signature

Date: 4/15/11

SCHEDULE B – AMENDMENT ONE

CITY OF SAN MATEO

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: a Congregate Nutrition Program. 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. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$19,391 in OAA funds and \$4,834 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food for a total of \$24,225.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$5,600 for baseline services, \$50 for nutrition education in Title III C1 OAA funds, and \$374 in NSIP funds for the purchase of food for a total of \$6,024.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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 THOUSAND TWO HUNDRED FORTY-NINE DOLLARS (\$30,249).

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 (10th) 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 the City of San Mateo is \$30,249 in OAA and NSIP funds and \$2,968 in County General Funds for general program support for a total amount of THIRTY-THREE THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$33,217) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF SAN MATEO**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF SAN MATEO, 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 provision of Congregate Nutrition Program services on September 28, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$6,024 to \$33,217.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 THIRTY-THREE THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$33,217).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

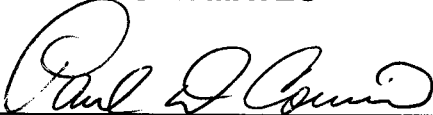
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF SAN MATEO



Contractor's Signature

Date: 4/15/11

SCHEDULE B – AMENDMENT ONE

CITY OF SAN MATEO

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: a Congregate Nutrition Program. 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. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$19,391 in OAA funds and \$4,834 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food for a total of \$24,225.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$5,600 for baseline services, \$50 for nutrition education in Title III C1 OAA funds, and \$374 in NSIP funds for the purchase of food for a total of \$6,024.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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 THOUSAND TWO HUNDRED FORTY-NINE DOLLARS (\$30,249).

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 (10th) 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 the City of San Mateo is \$30,249 in OAA and NSIP funds and \$2,968 in County General Funds for general program support for a total amount of THIRTY-THREE THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$33,217) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HOSPITAL CONSORTIUM OF SAN MATEO COUNTY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HOSPITAL CONSORTIUM OF SAN MATEO COUNTY, 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 provision of Disease Prevention and Health Promotion Program services on September 28, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$1,662 to \$7,291.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 SEVEN THOUSAND TWO HUNDRED NINETY-ONE DOLLARS (\$7,291).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

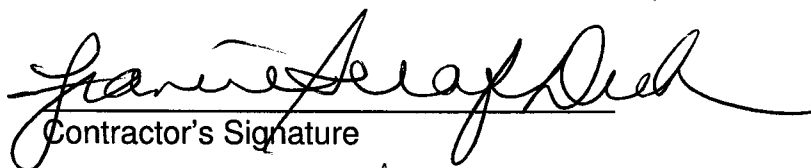
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

HOSPITAL CONSORTIUM OF SAN MATEO COUNTY


Contractor's Signature

Date: 4-13-11

SCHEDULE B – AMENDMENT ONE

HOSPITAL CONSORTIUM OF SAN MATEO COUNTY

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: a Disease Prevention and Health Promotion Program. 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. DISEASE PREVENTION AND HEALTH PROMOTION PROGRAM

AAS will pay Contractor in consideration of Disease Prevention and Health Promotion Program services rendered \$5,629 in OAA funding.

AAS will pay Contractor in consideration of Disease Prevention and Health Promotion Program services rendered an additional \$1,662 in OAA funding.

The maximum reimbursement for the Disease Prevention and Health Promotion Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed SEVEN THOUSAND TWO HUNDRED NINETY-ONE DOLLARS (\$7,291).

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;

- 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 (10th) 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 the Hospital Consortium of San Mateo County is \$7,291 in OAA for a total amount of SEVEN THOUSAND TWO HUNDRED NINETY-ONE DOLLARS (\$7,291) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
KIMOCHI, INCORPORATED**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KIMOCHI, INCORPORATED, 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 provision of Family Caregiver Support Program services on September 28, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$5,350 to \$26,386.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 TWENTY-SIX THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS (\$26,386).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

KIMOCHI, INCORPORATED



Contractor's Signature

Date: 4/14/2011

SCHEDULE B – AMENDMENT ONE

KIMOCHI, INCORPORATED

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: the Family Caregiver Support Program. 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. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

AAS will pay Contractor in consideration of FCSP services rendered \$8,250 for Category 1: Support Services and \$12,786 for Category 4: Access Assistance for a total of \$21,036 in OAA funding.

AAS will pay Contractor in consideration of FCSP services rendered an additional \$5,350 for Category 4: Access Assistance in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWENTY-SIX THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS (\$26,386).

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;

- 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 (10th) 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 Kimochi, Incorporated is \$26,386 in OAA funds for a total amount of TWENTY-SIX THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS (\$26,386) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LEGAL AID SOCIETY OF SAN MATEO COUNTY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LEGAL AID SOCIETY OF SAN MATEO COUNTY, 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 provision of Clients' Rights Advocate Program, Family Caregiver Support Program, Kids in Crisis Program, and Legal Assistance Program services on September 28, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$7,355 to \$200,571.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 TWO HUNDRED THOUSAND FIVE HUNDRED SEVENTY-ONE DOLLARS (\$200,571).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

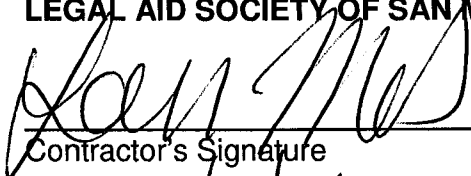
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

LEGAL AID SOCIETY OF SAN MATEO


Contractor's Signature

Date: 4/11/11

SCHEDULE B – AMENDMENT ONE

LEGAL AID SOCIETY OF SAN MATEO COUNTY

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Family Caregiver Support Program and a Legal Assistance Program. Contractor shall also provide the following County sponsored programs: the Clients' Rights Advocate Program and the Kids in Crisis Program. 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. CLIENTS' RIGHTS ADVOCATE PROGRAM

AAS will pay Contractor in consideration of Clients' Rights Advocate Program services rendered \$22,000 in County General funding.

The maximum reimbursement for the Clients' Rights Advocate Program in County General funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWENTY-TWO THOUSAND DOLLARS (\$22,000).

II. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

AAS will pay Contractor in consideration of FCSP Category 4: Access Assistance services rendered \$18,000 in OAA funding.

AAS will pay Contractor in consideration of FCSP Category 4: Access Assistance services rendered an additional \$7,355 in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWENTY-FIVE THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS (\$25,355).

III. KIDS IN CRISIS PROGRAM

AAS will pay Contractor in consideration of Kids in Crisis Program services rendered \$33,000 in County General funding.

The maximum reimbursement for the Kids in Crisis Program in County General funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THIRTY-THREE THOUSAND DOLLARS (\$33,000).

IV. LEGAL ASSISTANCE PROGRAM

AAS will pay Contractor in consideration of Legal Assistance Program services rendered \$97,850 in OAA funding.

The maximum reimbursement for the Legal Assistance Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed NINETY-SEVEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$97,850).

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;

- 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 (10th) 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 Legal Aid Society of San Mateo County is \$123,205 in OAA funds, \$55,000 in County General funds for the Clients' Rights Advocacy and Kids in Crisis Programs, and \$22,366 in County General Funds for general program support for a total amount of TWO HUNDRED THOUSAND FIVE HUNDRED SEVENTY-ONE DOLLARS (\$200,571) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SENIOR COASTSIDERS**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SENIOR COASTSIDERS, 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 provision of Case Management Program, Congregate Nutrition Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program services on September 28, 2010; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$37,072 to \$196,655.

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

1. In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 ONE HUNDRED NINETY-SIX THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS (\$196,655).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

SENIOR COASTSIDERS


Contractor's Signature

Date: 4-13-2011

SCHEDULE B – AMENDMENT ONE

SENIOR COASTSIDERS

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Case Management 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 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 \$35,000 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 THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

II. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$30,617 in OAA funds and \$7,633 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food for a total of \$38,250.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$20,575 for baseline services, \$50 for nutrition education in Title III C1 OAA funds, and \$375 in NSIP funds for the purchase of food for a total of \$21,000.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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 FIFTY-NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$59,250).

III. a. MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Meals on Wheels (MOW) Program services rendered \$45,950 in OAA funds and \$6,010 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food in a total of \$51,960.

AAS will pay Contractor in consideration of Meals on Wheels (MOW) Program services rendered an additional \$15,000 for baseline services, \$50 for nutrition education, \$100 for nutrition counseling in Title III C2 OAA funds, and \$922 in NSIP funds for the purchase of food for a total of \$16,072.

MOW Nutrition Education and Nutrition Counseling funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed SIXTY-EIGHT THOUSAND THIRTY-TWO DOLLARS (\$68,032).

III. b. SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$3,150 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THREE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$3,150).

IV. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$15,125 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed FIFTEEN THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$15,125).

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.);

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 (10th) 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 the Senior Coastsiders is \$177,407 in OAA and NSIP funds, \$3,150 in MOW Trust funds and \$16,098 in County General Funds for general program support for a total amount of ONE HUNDRED NINETY-SIX THOUSAND SIX HUNDRED FIFTY-FIVE (\$196,655) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CATHOLIC CHARITIES CYO**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CATHOLIC CHARITIES CYO, 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 provision of Adult Day Care Program and Transportation Program services on September 28, 2010; and

WHEREAS, by Change Order No. 5700011R71056B-1 the parties agreed to the redistribution of funds and the decrease in the units of service for Adult Day Care Program on December 14, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$10,143 to \$95,397.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 NINETY-FIVE THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS (\$95,397).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

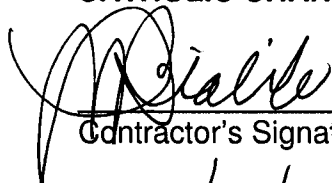
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CATHOLIC CHARITIES CYO



Contractor's Signature - Jeffrey V. Bialik,
Executive Director
Date: 4/15/2011

SCHEDULE B – AMENDMENT ONE

CATHOLIC CHARITIES CYO

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): an Adult Day Care Program and a Transportation Program. 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. ADULT DAY CARE

AAS will pay Contractor in consideration of Adult Day Care Program services rendered \$29,910 in OAA funding.

AAS will pay Contractor in consideration of Adult Day Care Program services rendered an additional \$10,143 in OAA funding.

The maximum reimbursement for the Adult Day Care Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed FORTY THOUSAND FIFTY-THREE DOLLARS (\$40,053).

II. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$26,782 in OAA funding.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWENTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-TWO DOLLARS (\$26,782).

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;

- 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 (10th) 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 Catholic Charities CYO is \$66,835 in OAA funds and \$28,562 in County General Funds for general program support for a total amount of NINETY-FIVE THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS (\$95,397) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF SOUTH SAN FRANCISCO**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF SOUTH SAN FRANCISCO, 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 provision of Adult Day Care (ADC) Program, Congregate Nutrition Program (non-ADC), and Transportation Program services on September 28, 2010; and

WHEREAS, by Change Order No. 5700011R71056K-1 the parties agreed to the redistribution of funds and the decrease in the units of service for ADC Program on December 14, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$425 to \$67,159.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – 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 SIXTY-SEVEN THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS (\$67,159).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
3. **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

CITY OF SOUTH SAN FRANCISCO


Contractor's Signature

Date: 4/8/2011

SCHEDULE B – AMENDMENT ONE

CITY OF SOUTH SAN FRANCISCO

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): an Adult Day Care (ADC) Program, a Congregate Nutrition Program (non-ADC), and a Transportation Program. 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. ADULT DAY CARE PROGRAM

AAS will pay Contractor in consideration of Adult Day Care Program services rendered \$16,380 in OAA funds.

The maximum reimbursement for the Adult Day Care Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed SIXTEEN THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$16,380).

II. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$11,907 in OAA funds and \$2,968 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food for a total of \$14,875.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$50 for nutrition education in Title III C1 OAA funds and \$375 in NSIP funds for the purchase of food for a total of \$425.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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 FIFTEEN THOUSAND THREE HUNDRED DOLLARS (\$15,300).

III. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$18,150 in OAA funding.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed EIGHTEEN THOUSAND ONE HUNDRED FIFTY DOLLARS (\$18,150).

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 III E 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 (10th) 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 the City of South San Francisco is \$49,830 in OAA and NSIP funds and \$17,329 in County General Funds for general program support for a total amount of SIXTY-SEVEN THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS (\$67,159) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COASTSIDE ADULT DAY HEALTH CENTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COASTSIDE ADULT DAY HEALTH CENTER, 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 provision of Adult Day Health Care Program, Alzheimer's Day Care Services Program, Family Caregiver Support Program, and Transportation Program services on September 28, 2010; and

WHEREAS, by Change Order No. 5700011R71056L-1 the parties agreed to the redistribution of funds and the decrease in the units of service for Adult Day Care Program on December 14, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$23,674 to \$76,963.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment Two. 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 SEVENTY-SIX THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS (\$76,963).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B – Amendment One of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment Two as attached.
3. **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

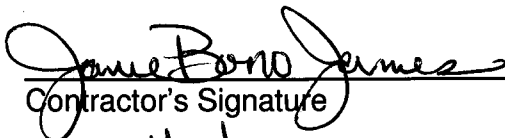
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

COASTSIDE ADULT DAY HEALTH CENTER


Contractor's Signature

Date: 4/19/11

SCHEDULE B – AMENDMENT TWO

COASTSIDE ADULT DAY HEALTH CENTER

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): an Adult Day Health Care Program, a Family Caregiver Support Program and a Transportation Program. 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. ADULT DAY HEALTH CARE

AAS will pay Contractor in consideration of Adult Day Health Care Program services rendered \$35,460 in OAA funding.

AAS will pay Contractor in consideration of Adult Day Health Care Program services rendered an additional \$22,024 in OAA funding.

The maximum reimbursement for the Adult Day Health Care Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed FIFTY-SEVEN THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$57,484).

II. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR ELDERLY

AAS will pay Contractor in consideration of FCSP Category 5: Information Services rendered \$7,000 in OAA funding.

AAS will pay Contractor in consideration of FCSP Category 5: Information Services rendered an additional \$1,650 in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed EIGHT THOUSAND SIX HUNDRED FIFTY DOLLARS (\$8,650).

III. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$5,363 in OAA funding.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed FIVE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS (\$5,363).

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;

- 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 III E 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 (10th) 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 Coastside Adult Day Health Center is \$71,497 in OAA funds and \$5,466 in County General Funds for general program support for a total amount of SEVENTY-SIX THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS (\$76,963) for the contract term July 1, 2010 through June 30, 2011.

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MILLS-PENINSULA HEALTH SERVICES, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, by Resolution 71056 the parties entered into an Agreement for the provision Adult Day Health Care Program, Alzheimer's Day Care Services Program, Disease Prevention and Health Promotion Program, Family Caregiver Support Program, Medication Management Program, and Transportation Program services on September 28, 2010; and

WHEREAS, by Change Order No. 5700011R71056R-1 the parties agreed to the redistribution of funds and the decrease in the units of service for Adult Day Care Program on December 14, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$29,817 to \$169,971.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment Two. 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 ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS (\$169,971).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B – Amendment One of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment Two as attached.
3. **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

MILLS-PENINSULA HEALTH SERVICES



Contractor's Signature

Date: 4/11/11

SCHEDULE B – AMENDMENT TWO
MILLS-PENINSULA HEALTH SERVICES
FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): an Adult Day Health Care Program, a Disease Prevention and Health Promotion Program, a Family Caregiver Support Program, a Medication Management Program, and a Transportation Program. 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. ADULT DAY HEALTH CARE

AAS will pay Contractor in consideration of Adult Day Health Care Program services rendered \$45,860 in OAA funding.

AAS will pay Contractor in consideration of Adult Day Health Care Program services rendered an additional \$25,550 in OAA funding.

The maximum reimbursement for the Adult Day Care Health Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed SEVENTY-ONE THOUSAND FOUR HUNDRED TEN DOLLARS (\$71,410).

II. DISEASE PREVENTION AND HEALTH PROMOTION PROGRAM

AAS will pay Contractor in consideration of Disease Prevention and Health Promotion Program services rendered \$20,278 in OAA funding.

AAS will pay Contractor in consideration of Disease Prevention and Health Promotion Program services rendered an additional \$2,405 in OAA funding.

The maximum reimbursement for the Disease Prevention and Health Promotion Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWENTY-TWO THOUSAND SIX HUNDRED EIGHTY-THREE DOLLARS (\$22,683).

III. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR ELDERLY

AAS will pay Contractor in consideration of FSCP Category 1: Support Services rendered \$30,000 in OAA funding.

AAS will pay Contractor in consideration of FSCP Category 1: Support Services rendered an additional \$1,862 in OAA funding.

The maximum reimbursement for the FSCP in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THIRTY-ONE THOUSAND EIGHT HUNDRED SIXTY-TWO DOLLARS (\$31,862).

IV. MEDICATION MANAGEMENT

AAS will pay Contractor in consideration of Medication Management Program services rendered \$11,126 in OAA funding.

The maximum reimbursement for the Medication Management Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed ELEVEN THOUSAND ONE HUNDRED TWENTY-SIX DOLLARS (\$11,126).

V. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$9,625 in OAA funding.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed NINE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$9,625).

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;

- 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 (10th) 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 Mills-Peninsula Health Services is \$146,706 in OAA funds and \$23,265 in County General Funds for general program support for a total amount of ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS (\$169,971) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED, 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 provision of Ombudsman Program services on September 28, 2010; and

WHEREAS, by Resolution 71321 the parties agreed to increase the amount by \$48,876 to \$276,982 on March 29, 2011; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$4,358 to \$281,340.

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

1. In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment Two. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED FORTY DOLLARS (\$281,340).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B – Amendment One of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment Two as attached.
3. **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

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED

E. Lowin
Contractor's Signature

Date: 4 / 11 / 11

SCHEDULE B – AMENDMENT TWO

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED

FY 2010-2011 FISCAL SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): the Senior Ombudsman Services Program and the County-sponsored Under 60 Ombudsman Program. 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. OMBUDSMAN PROGRAM

AAS will pay Contractor \$151,658 in consideration of Senior Ombudsman Services Program services rendered in OAA funding.

AAS will pay Contractor in consideration of Senior Ombudsman Services Program services rendered an additional \$1,098 in IIIB and \$3,260 in VIIA OAA funding for a total of \$4,358.

AAS will also pay the Contractor \$50,000 in consideration of Under 60 Ombudsman Services Program services rendered in County General Funds.

The maximum reimbursement for the Ombudsman Program in OAA and County General Funds funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWO HUNDRED SIX THOUSAND SIXTEEN DOLLARS (\$206,016).

Contractor agrees to the following:

- 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. Funds made available for Ombudsman volunteer recruitment activities in the Budget Act shall be used by the Contractor to maintain or expand the activities of the Long-Term Care Ombudsman Program (LTCOP);
- D. **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;

- E. 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.);

- F. 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;

- G. 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;
- H. 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;
- I. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- J. **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);
- K. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- L. **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.);
- M. **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;

- N. **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;

- O. 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;
- P. Submit client intake forms as appropriate, monthly program reports, and invoices 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. 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;
- Q. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- R. 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;
- S. Funds received under this allocation (Amendment One) must be used for the support of LTCOP activities as specified in Welfare and Institutions Code Sections 9700, et seq. Funds were available upon the enactment of SB 853 and must be expended no later than June 30, 2011; and

- T. Unspent funds will not roll over to the next fiscal year, but will revert back to the Skilled Nursing Facility Quality and Accountability Fund.

The maximum reimbursement for contracted services between San Mateo County AAS and Ombudsman Services of San Mateo County, Incorporated is \$156,016 in OAA funds, \$50,000 in County General Funds to serve individuals under 60 years of age in residential care facilities, and \$75,324 in County General Funds for general program support for a total amount of for TWO HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED FORTY DOLLARS (\$281,340) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
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 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 provision of Case Management Program, Congregate Nutrition, Peer Counseling Program, and the Senior Employment Programs services on September 28, 2010; and

WHEREAS, by Resolution 71210 the parties amended 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; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$2,800 to \$396,733.

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

1. 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 Two, 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-SIX THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS (\$396,733).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B – Amendment One of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment Two as attached.
3. **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

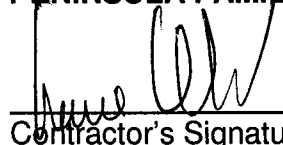
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PENINSULA FAMILY SERVICE



Contractor's Signature

Date: 4/21/11

SCHEDULE B – AMENDMENT TWO

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 a total of \$31,875.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$2,075 for baseline services, \$50 for nutrition education in Title III C1 OAA funds, and \$375 in NSIP funds for the purchase of food for a total of \$2,500.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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-FOUR THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$34,375).

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.

AAS will pay Contractor in consideration of Peer Counseling Program services rendered an additional \$300 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 THREE HUNDRED DOLLARS (\$10,300).

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 \$191,514 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).

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 (10th) 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 \$276,161 in OAA and NSIP funds and \$33,265 in County General Funds for general program support for a total amount of THREE HUNDRED NINE THOUSAND FOUR HUNDRED TWENTY-SIX DOLLARS (\$309,426) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA VOLUNTEERS, INCORPORATED**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA VOLUNTEERS, INCORPORATED, 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 provision of Adult Day Care Program, Alzheimer's Day care Services Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program services on September 28, 2010; and

WHEREAS, by Change Order No. 5700011R71056U-1 the parties agreed to the redistribution of funds and the decrease in the units of service for Adult Day Care Program on December 14, 2010; and

WHEREAS, the parties now wish to further amend the Agreement to increase funding by \$32,262 to \$605,474.

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

1. 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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment Two. 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 FIVE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS (\$605,474).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B – Amendment One of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment Two as attached.
3. **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 VOLUNTEERS, INCORPORATED



Contractor's Signature

Date: 4/21/11

SCHEDULE B – AMENDMENT TWO

PENINSULA VOLUNTEERS, INCORPORATED

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): an Adult Day Care 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 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. ADULT DAY CARE PROGRAM

AAS will pay Contractor in consideration of Adult Day Care Program services rendered \$99,365 in OAA funding.

AAS will pay Contractor in consideration of Adult Day Care Program services rendered an additional \$13,695 in OAA funding.

The maximum reimbursement for the Adult Day Care Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed ONE HUNDRED THIRTEEN THOUSAND SIXTY DOLLARS (\$113,060).

II. a. MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Meals on Wheels (MOW) Program services rendered \$300,675 in OAA funds and \$39,333 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food in a total of \$340,008.

AAS will pay Contractor in consideration of Meals on Wheels (MOW) Program services rendered an additional \$17,495 for baseline services, \$50 for nutrition education, \$100 for nutrition counseling in Title III C2 OAA funds and \$922 in NSIP funds for the purchase of food for a total of \$18,567.

MOW Nutrition Education and Nutrition Counseling funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THREE HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$358,575).

II. b. SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$34,200 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THIRTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$34,200).

III. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$35,750 in OAA funding.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THIRTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$35,750).

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 (10th) 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 Volunteers, Incorporated is \$507,385 in OAA funds, \$34,200 in MOW Trust funds, and \$63,889 in County General Funds for general program support for a total amount of SIX HUNDRED FIVE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS (\$605,474) for the contract term July 1, 2010 through June 30, 2011.

**AMENDMENT TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SELF HELP FOR THE ELDERLY**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SELF HELP FOR THE ELDERLY, 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 provision of Case Management Program, Congregate Nutrition Program, Health Insurance Counseling and Advocacy Program (HICAP), and Meals on Wheels and Supplemental Meals on Wheels Programs services on September 28, 2010; and

WHEREAS, by Resolution 71285 the parties amended the Agreement to increase HICAP funding by \$43,198 to \$464,835; and

WHEREAS, the parties wish to further amend the Agreement to increase funding by \$12,194 to \$477,029.

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

1. In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, Schedule C, and Schedule E, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment Two, Schedule D – Amendment One and Schedule F. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR HUNDRED SEVENTY-SEVEN THOUSAND TWENTY-NINE DOLLARS (\$477,029).

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 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B – Amendment One of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment Two as attached.
3. **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

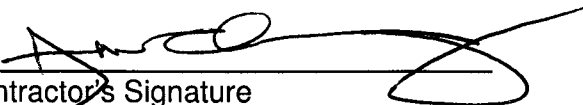
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SELF HELP FOR THE ELDERLY



Contractor's Signature
Date: 4/15/11

SCHEDULE B – AMENDMENT TWO

SELF HELP FOR THE ELDERLY

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, and the Meals on Wheels and Supplemental Meals on Wheels 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 \$20,800 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 THOUSAND EIGHT HUNDRED DOLLARS (\$20,800).

II. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$42,184 in OAA funds and \$10,516 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food for a total of \$52,700.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$8,098 for baseline services, \$50 for nutrition education in Title III C1 OAA funds, and \$374 in NSIP funds for the purchase of food for a total of \$8,522.

Congregate Nutrition Education funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

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 SIXTY-ONE THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS (\$61,222).

III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

AAS will pay Contractor in consideration of HICAP services rendered \$255,364 in OAA HICAP funds.

AAS will pay Contractor in consideration of HICAP services rendered \$20,995 in OAA HICAP Amendment One funds.

The maximum reimbursement for the HICAP in OAA HICAP funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWO HUNDRED SEVENTY-SIX THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS (\$276,359).

IV. a. MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Meals on Wheels (MOW) Program services rendered \$28,652 in OAA funds and \$3,748 in NSIP funds for the purchase of food for a total of \$32,400.

AAS will pay Contractor in consideration of Meals on Wheels (MOW) Program services rendered an additional \$2,600 for baseline services, \$50 for nutrition education, \$100 for nutrition counseling, and \$922 in NSIP funds for the purchase of food for a total of \$3,672.

MOW Nutrition Education and Nutrition Counseling funds must be requested on an invoice separate from your baseline/meals and NSIP invoice.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THIRTY-SIX THOUSAND SEVENTY-TWO DOLLARS (\$36,072).

IV b. SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$3,150 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THREE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$3,150).

Contractor agrees to the following for all programs:

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement;

Self Help for the Elderly – Schedule B – Amendment Two

- 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 (10th) 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 the Self Help for the Elderly is \$394,453 in OAA and NSIP funds, \$3,150 in MOW Trust funds and \$46,886 in County General Funds for general program support for a total amount of FOUR HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS (\$444,489) for the contract term July 1, 2010 through June 30, 2011.