

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

THIS 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 I 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, the parties entered into an amendment to the agreement for the purpose of providing Congregate Nutrition Program services on October 21, 2014.

WHEREAS, the parties wish to amend the agreement to increase funding by \$28,426 to \$218,728.

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

1. Section 1 of the amended agreement is amended to read as follows:

**Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit B—FY 2014-15 Fiscal Summary - Amendment Two

2. Section 2 of the agreement is amended to read as follows:

**Services to be Performed by Contractor**

In consideration of the payments set forth herein and in Exhibit B – Amendment Two, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A – Amendment One.

3. Section 3, paragraph 1, of the agreement is amended to read as follows:

**Payments**

In consideration of the services provided by Contractor in accordance with all

terms, conditions and specifications set forth herein and in Exhibit A - Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit 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 EIGHTEEN THOUSAND SEVEN HUNDRED TWENTY EIGHT DOLLARS (\$218,728).

4. Exhibit B - Amendment One of the amended agreement is deleted and replaced and incorporated herein as Exhibit B - Amendment Two as attached.
5. All other terms and conditions of the agreement dated October 21, 2014 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.

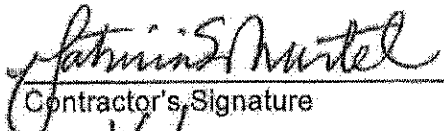
By: \_\_\_\_\_  
President  
Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Supervisors  
San Mateo County

CITY OF DALY CITY

  
Contractor's Signature

Date: 1/7/2015

Long Form Agreement/Business Associate (Revised 7/1/13)

## **EXHIBIT B – AMENDMENT TWO**

### **CITY OF DALY CITY**

#### **FY 2014-15 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition Program. Services described in this Exhibit B – Amendment Two reflect program funding and payment method during fiscal year July 1, 2014 through June 30, 2015; Funding Period A, July 1, 2014 through September 30, 2014 and Funding Period B, October 1, 2014 through June 30, 2015. These programs 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. 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**

**Funding Period A, July 1, 2014 through September 30, 2014:** AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$31,686 for meals/baseline services, \$50 for nutrition education in Title III C1 OAA funds and \$10,583 in Nutrition Services Incentive Program (NSIP) funds solely for the purchase of food.

**Funding Period B, October 1, 2014 through June 30, 2015:** AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$95,062 for meals/baseline services, \$150 for nutrition education in Title III C1 OAA funds, \$26,270 in Special Nutrition Funds, and \$33,906 in Nutrition Services Incentive Program (NSIP) funds solely for the purchase of food.

The maximum reimbursement for the Congregate Nutrition Program in OAA funding during the contract term July 1, 2014 through June 30, 2015 shall not exceed ONE HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SEVEN DOLLARS (\$197,707).

#### **II. COUNTY GENERAL FUNDS FOR GENERAL PROGRAM SUPPORT**

**Funding Period A, July 1, 2014 through September 30, 2014:** AAS will pay Contractor in consideration of general program support \$5,256 in County General Funds.

**Funding Period B, October 1, 2014 through June 30, 2015:** AAS will pay Contractor in consideration of general program support \$15,765 in County General

Funds.

The maximum reimbursement for general program support in County General Funds during the contract term July 1, 2014 through June 30, 2015, shall not exceed TWENTY-ONE THOUSAND TWENTY-ONE DOLLARS (\$21,021).

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Contractor agrees to the following:

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

Funding Period A funds unspent by September 30, 2014 will be available throughout the remaining fiscal year. Funding Period B funds will only be available starting October 1, 2014 through June 30, 2015.

- 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. The final date to submit a budget revision is April 15 of the contract period unless otherwise specified by the County;

- 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; and

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

- 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.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) - <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging - <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

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. 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 [2 CFR, Part 200], Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- H. Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (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. Matching contributions 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 III B, III C, and III D 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. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
  5. Matching contributions generated in excess of the minimum required are considered overmatch; and
  6. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E;
- 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 income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; 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, 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 III B, III C, III D, III E, 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 III B, III C, III D, III E, 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 2015, 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 (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. 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 2015 will be due by July 7, 2015, to facilitate timely payment;
- Q. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- R. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period; and
- S. Submit a single closing report with supporting documentation of expenses by **July 23, 2015 for Funding Periods A and B.**

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 City of Daly City is \$197,707 in OAA and NSIP funds and \$21,021 in County General Funds for general program support for a total amount of TWO HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED TWENTY EIGHT DOLLARS (\$218,728) for the contract term July 1, 2014 through June 30, 2015.