

**AMENDMENT TO 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 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 Agreement for the propose of providing Family Caregiver Support Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$2,956 to \$45,707.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms,

conditions and specifications set forth herein and in Schedule A.

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 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 FORTY-FIVE THOUSAND SEVEN HUNDRED SEVEN DOLLARS (\$45,707).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA AND NORTHERN  
NEVADA

  
Contractor's Signature

Date: Jan. 31, 2013

## **SCHEDULE B—AMENDMENT ONE**

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

#### **FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) program: a Family Caregiver Support Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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 \$225 for Category 1: Support Services and \$2,731 for Category 4: Access Assistance in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-FOUR THOUSAND EIGHTY-THREE DOLLARS (\$44,083).

---

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. **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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) - <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging - <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;
- 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. 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;
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and

7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
- b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
- c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
- d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 of Northern California and Northern Nevada is \$44,083 in OAA funds and \$1,624 in County General Funds for general program support for a total amount of FORTY-FIVE THOUSAND SEVEN HUNDRED SEVEN DOLLARS (\$45,707) for the contract term July 1, 2012 through June 30, 2013.



**AMENDMENT TO 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, the parties entered into an Agreement for the propose of providing Adult Day Care Program and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$11,854 to \$96,812.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule 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 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-SIX THOUSAND EIGHT HUNDRED TWELVE DOLLARS (\$96,812).

4. Schedule A – Amendment One, Section I, paragraph titled Adult Day Care Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Adult Day Care Program, Units of Services of the original agreement.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

CATHOLIC CHARITIES CYO

  
\_\_\_\_\_  
Contractor's Signature    Jeffrey V. Bialik,  
   Executive Director

Date: 2/6/13

**SCHEDULE A – AMENDMENT ONE**

**CATHOLIC CHARITIES CYO**

**FY 2012-13 DESCRIPTION OF SERVICES**

**I. ADULT DAY CARE PROGRAM**

A. Units of Service

Contractor agrees to provide 400 days of attendance.

Contractor agrees to provide an additional 158 days of attendance for a total of 558 days of attendance.

## **SCHEDULE B – AMENDMENT ONE**

### **CATHOLIC CHARITIES CYO**

#### **FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) programs: an Adult Day Care Program and a Transportation Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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. 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 \$29,910 in OAA funds.

AAS will pay Contractor in consideration of Adult Day Care Program services rendered an additional \$11,854 in OAA funding.

The maximum reimbursement for the Adult Day Care Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS (\$41,764).

#### **II. TRANSPORTATION PROGRAM**

AAS will pay Contractor in consideration of Transportation Program services rendered \$31,484 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-ONE THOUSAND FOUR HUNDRED EIGHT-FOUR DOLLARS (\$31,484).

---

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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;
- 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. 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;
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:
  - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
  - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
  - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
  - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 Catholic Charities CYO is \$73,248 in OAA funds and \$23,564 in County General Funds for general program support for a total amount of NINETY-SIX THOUSAND EIGHT HUNDRED TWELVE DOLLARS (\$96,812) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES, 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, the parties entered into an Agreement for the propose of providing Family Caregiver Support Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$5,000 to \$25,084.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule 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 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-FIVE THOUSAND EIGHTY-FOUR DOLLARS (\$25,084).

4. Schedule A – Amendment One, Section I, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services of the original agreement.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES

  
Contractor's Signature

Date: 2/7/2013

## **SCHEDULE A – AMENDMENT ONE**

### **CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES**

#### **FY 2012-13 DESCRIPTION OF SERVICES**

#### **I. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY**

##### **A. Units of Service**

Contractor agrees to provide 53 Occurrences of Category 3: Supplemental Services.

Contractor agrees to provide one addition occurrence for a total of 54 occurrences of Category 3: Supplemental Services.

**Category 3: Supplemental Services – Caring for the Elderly.**

## SCHEDULE B – AMENDMENT ONE

### CENTER FOR INDEPENDENCE OF INDIVIDUALS WITH DISABILITIES

#### FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: a Family Caregiver Support Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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 \$17,888 for Category 3: Supplemental Services in OAA funding.

AAS will pay Contractor in consideration of FCSP services rendered an additional \$5,000 for Category 3: Supplemental Services in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS (\$22,888).

---

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. **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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;

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. 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;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
  - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
  - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
  - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- 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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 Center for Independence of Individuals with Disabilities is \$22,888 in OAA funds and \$2,196 in County General Funds for general program support for a total amount of TWENTY-FIVE THOUSAND EIGHTY-FOUR DOLLARS (\$25,084) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
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 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 Agreement for the propose of providing Congregate Nutrition Services Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$6,391 to \$129,376.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A.

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 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 TWENTY-NINE THOUSAND THREE HUNDRED SEVEN-SIX DOLLARS (\$129,376).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

CITY OF DALY CITY

  
Contractor's Signature  
Date: 2/11/2013

## **SCHEDULE B – AMENDMENT ONE**

### **CITY OF DALY CITY**

#### **FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) programs: a Congregate Nutrition Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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 at the Doelger Senior Center \$67,731 for meals/baseline services and \$100 for nutrition education, and for services rendered at the Lincoln Community Center \$24,495 for meals/baseline services and \$100 for nutrition education in Title III CI OAA funds, and \$20,686 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contract in consideration of Congregate Nutrition Program services rendered an additional \$800 for the Doelger Senior Center for meals/baseline services in OAA funding and \$5,591 for the purchase of food in NSIP funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED THREE DOLLARS (\$119,503).

---

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. **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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) - <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging - <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;
- 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. 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;
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and

7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
- b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
- c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
- d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 \$119,503 in OAA and NSIP funds and \$9,873 in County General Funds for general program support for a total amount of ONE HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS (\$129,376) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
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 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 Agreement for the propose of providing Congregate Nutrition Services Program and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$2,000 to \$74,146.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment

One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A.

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 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 SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY-SIX DOLLARS (\$74,146).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

CITY OF MENLO PARK

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

Date: January 30, 2013

## **SCHEDULE B -- AMENDMENT**

### **CITY OF MENLO PARK**

#### **FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) programs: a Congregate Nutrition Program and Transportation Program. Services described in this Schedule B—Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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. 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 \$33,279 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$7,471 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$2,000 in NSIP funds for the purchase of food.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$42,850).

#### **II. TRANSPORTATION PROGRAM**

AAS will pay Contractor in consideration of Transportation Program services rendered \$25,865 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-FIVE DOLLARS (\$25,865).

---

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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;
- 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. 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;
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:
  - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
  - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
  - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
  - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 \$68,715 in OAA and NSIP funds and \$5,431 in County General Funds for general program support for a total amount of SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY-SIX DOLLARS (\$74,146) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
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, the parties entered into an Agreement for the propose of providing Congregate Nutrition Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$26,031 to \$199,481.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule 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 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-NINE THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS (\$199,481).

4. Schedule A – Amendment One, Section I, paragraph titled Congregate Nutrition Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Congregate Nutrition Program, Units of Services of the original agreement.
5. Schedule A – Amendment One, Section II, paragraph titled Meals on Wheels and Supplemental Meals on Wheels Programs, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Meals on Wheels and Supplemental Meals on Wheels Programs, Units of Services of the original agreement.
6. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
7. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

CITY OF PACIFICA

          *Ch E. Rly*            
Contractor's Signature

Date: 2-6-13

## **SCHEDULE A – AMENDMENT ONE**

### **CITY OF PACIFICA**

#### **FY 2012-13 DESCRIPTION OF SERVICES**

##### **I. CONGREGATE NUTRITION PROGRAM**

###### **A. Units of Service**

Contractor agrees to provide 13,500 senior congregate meals and four nutrition education presentations.

Contractor agrees to provide an additional 1,483 senior congregate meals for a total of 14,983 senior congregate meals.

##### **II. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS**

###### **A. Units of Service**

Contractor agrees to provide 14,600 home-delivered meals, four nutrition education presentations, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 750 supplemental home-delivered meals, a County sponsored, non-OAA program.

Contractor agrees to provide an additional 1,666 home-delivered meals for a total of 16,266 home-delivered meals.

## **SCHEDULE B**

### **CITY OF PACIFICA**

#### **FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) programs: a Congregate Nutrition Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program. Services described in this Schedule B Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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. 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 \$47,333 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$10,617 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$6,380 for meals/baseline serves in OAA funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed SIXTY-FOUR THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$64,430).

#### **II. a. MEALS ON WHEELS PROGRAM**

AAS will pay Contractor in consideration of Meals on Wheels (MOW) services rendered \$77,486 for meals/baseline services, \$100 for nutrition education and \$100 for nutrition counseling in Title III C2 OAA funds, and \$9,914 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of MOW Program services rendered in additional \$15,500 for meals/baseline services in OAA funds and \$4,151 for the purchase of food in NSIP funds.

The maximum reimbursement for MOW Program services in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED SEVEN THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS (\$107,251).

## **II. b. AND SUPPLEMENTAL MEALS ON WHEELS PROGRAM**

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$4,500 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-FIVE THOUSAND DOLLARS (\$4,500).

## **III. TRANSPORTATION PROGRAM**

AAS will pay Contractor in consideration of Transportation Program services rendered \$11,976 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ELEVEN THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS (\$11,976).

---

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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;

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. 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;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:
  - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
  - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
  - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;

- d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- 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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 \$183,657 in OAA and NSIP funds, \$4,500 in MOW Trust funds and \$11,324 in County General Funds for general program support for a total amount of ONE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS (\$199,481) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
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 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 Agreement for the propose of providing Congregate Nutrition Program and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$2,637 to \$121,919.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms,

conditions and specifications set forth herein and in Schedule A.

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 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 TWENTY-ONE THOUSAND NINE HUNDRED NINETEEN DOLLARS (\$121,919).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

CITY OF SAN BRUNO

  
Contractor's Signature

Date: 6 Feb 2013

## **SCHEDULE B – AMENDMENT ONE**

### **CITY OF SAN BRUNO**

#### **FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) programs: a Congregate Nutrition Program and Transportation Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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. 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 \$75,593 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$16,942 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$1,637 for meals/baseline services in OAA funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed NINETY-FOUR THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS (\$94,272).

#### **II. TRANSPORTATION PROGRAM**

AAS will pay Contractor in consideration of Transportation Program services rendered \$19,405 in OAA funds.

AAS will pay Contractor in consideration of Transportation Programs services and additional \$1,000 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY THOUSAND FOUR HUNDRED FIVE DOLLARS (\$20,405).

---

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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;
- 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. 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;
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:
  - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
  - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
  - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
  - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 \$114,677 in OAA and NSIP funds and \$7,242 in County General Funds for general program support for a total amount of ONE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED NINETEEN DOLLARS (\$121,919) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
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 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 Agreement for the propose of providing Congregate Nutrition Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$3,000 to \$29,959.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A.

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 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 TWENTY-NINE THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS (\$29,959).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 2012, 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

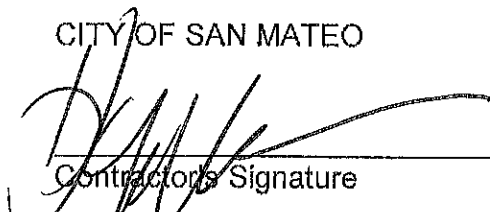
By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

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

ATTEST:

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

CITY OF SAN MATEO

  
\_\_\_\_\_  
Contractor's Signature  
Date: 2/5/2013

## SCHEDULE B – AMENDMENT ONE

### CITY OF SAN MATEO

#### FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: a Congregate Nutrition Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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 \$19,927 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$4,483 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$1,000 for meals/baseline in OAA funds and \$2,000 for the purchase of food in NSIP funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-SEVEN THOUSAND FIVE HUNDRED TEN DOLLARS (\$27,510).

---

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. **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**.

City of San Mateo – Schedule B – Amendment One

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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) - <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging - <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;

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. 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;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
  - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
  - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
  - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- 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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 \$27,510 in OAA and NSIP funds and \$2,449 in County General Funds for general program support for a total amount of TWENTY-NINE THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS (\$29,959) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO 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, the parties entered into an Agreement for the propose of providing Adult Day Health Care Program, Family Caregiver Support Program and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$9,000 to \$68,129.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule 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 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-EIGHT THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS (\$68,129).

4. Schedule A – Amendment One, Section I, paragraph titled Adult Day Health Care Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Adult Day Health Care Program, Units of Services of the original agreement.
5. Schedule A – Amendment One, Section II, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services is attached and replaces the Schedule A, Section II, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services of the original agreement
6. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
7. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

COASTSIDE ADULT DAY HEALTH CENTER

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

Date: 1/29/13

**SCHEDULE A – AMENDMENT ONE**  
**COASTSIDE ADULT DAY HEALTH CENTER**  
**FY 2012-13 DESCRIPTION OF SERVICES**

**I. ADULT DAY HEALTH CARE PROGRAM**

A. Units of Service

Contractor agrees to provide 465 days of attendance.

Contractor agrees to provide an additional 78 days of attendance for a total of 543 days of attendance.

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

A. Units of Service

Contractor agrees to provide 40 activities of Category 5: Information Services.

Contractor agrees to provide an additional 17 activities of Category 5: Information Services for a total of 57 activities.



## **SCHEDULE B – AMENDMENT ONE**

### **COASTSIDE ADULT DAY HEALTH CENTER**

#### **FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) program: an Adult Day Health Care Program, a Family Caregiver Support Program and a Transportation Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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. 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 PROGRAM**

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

AAS will pay Contractor in consideration of Adult Day Health Care Program services rendered an additional \$6,000 in OAA funds.

The maximum reimbursement for the Adult Day Health Care Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-ONE THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$41,460).

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

AAS will pay Contractor in consideration of FCSP services rendered \$7,081 for Category 5: Information Services for a total of \$7,081 in OAA funding.

AAS will pay Contractor in consideration of FCSP services rendered an additional \$3,000 for Category 5: Information Services in OAA funds.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TEN THOUSAND EIGHTY-ONE DOLLARS (\$10,081).

### III. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$12,079 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWELVE THOUSAND SEVENTY-NINE DOLLARS (\$12,079).

---

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. **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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;
- 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. 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;
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
  7. Specific to the Title V SCSEP budget:
    - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
    - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
    - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
    - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- 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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 \$63,620 in OAA funds and \$4,509 in County General Funds for general program support for a total amount of SIXTY-EIGHT THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS (\$68,129) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
FAMILY CAREGIVER ALLIANCE**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY CAREGIVER ALLIANCE, 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 Agreement for the propose of providing Family Caregiver Support Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$3,696 to \$101,898.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A.

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 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 ONE THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$101,898).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

FAMILY CAREGIVER ALLIANCE

  
Contractor's Signature

Date: 1/21/2013



## **SCHEDULE B – AMENDMENT ONE**

### **FAMILY CAREGIVER ALLIANCE**

#### **FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) program: a Family Caregiver Support Program. Services described in this Schedule B –Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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 \$67,202 for Category 1: Support Services, \$12,000 for Category 2: Respite Care, \$9,000 for Category 4: Access Assistance and \$10,000 for Category 5: Information Services for a total of \$98,202 in OAA funding.

AAS will pay Contractor in consideration of FCSP Category 5: Information Services an additional \$3,696 in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED ONE THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$101,898).

---

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. **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/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;
- 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. 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;
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and

7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
- b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
- c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
- d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 Family Caregiver Alliance is \$101,898 in OAA funds. The total amount of the contract is ONE HUNDRED ONE THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$101,898) for the term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
KIMOCHI, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KIMOCHI, INC., hereinafter called "Contractor";

**W I T N E S S E T H:**

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

WHEREAS, the parties entered into an Agreement for the propose of providing Family Caregiver Support Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$4,386 to \$25,422.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule 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 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-FIVE THOUSAND FOUR HUNDRED TWENTY-TWO DOLLARS (\$25,422).

4. Schedule A – Amendment One, Section I, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services of the original agreement.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

KIMOCHI, INC.

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

Date: 1/29/13



**SCHEDULE A – AMENDMENT ONE**

**KIMOCHI, INC.**

**FY 2012-13 DESCRIPTION OF SERVICES**

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

**A. Units of Service**

Contractor agrees to provide 74 hours of Category 1: Support Services;  
200 contacts of Category 4: Access Assistance

Contractor agrees to provide an additional 39 hours of Category 1: Support  
Services for a total of 113 hours of Category 1: Support Services.

## SCHEDULE B – AMENDMENT ONE

### KIMOCHI, INC.

#### FY 2012-2013 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: a Family Caregiver Support Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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, \$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 addition \$4,386 for Category 1: Support Services in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-FIVE THOUSAND FOUR HUNDRED TWENTY-TWO DOLLARS (\$25,422).

---

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. **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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) - <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging - <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;

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. 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;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
  - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
  - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
  - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- 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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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, Inc. is \$25,422 in OAA funds. The total contract amount is TWENTY-FIVE THOUSAND FOUR HUNDRED TWENTY-TWO DOLLARS (\$25,422) for the term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
LEGAL AID SOCIETY 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 LEGAL AID SOCIETY 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, the parties entered into an Agreement for the propose of providing Clients' Rights Advocacy Program, Family Caregiver Support Program, Kids in Crisis Program and Legal Assistance Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$3,245 to \$192,547.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule 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 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-TWO THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS (\$192,547).

4. Schedule A – Amendment One, Section II, paragraph titled Family Caregiver Support (FCSP) Caring for the Elderly, Units of Services is attached and replaces the Schedule A, Section II, paragraph titled Family Caregiver Support (FCSP) Caring for the Elderly, Units of Services of the original agreement.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

LEGAL AID SOCIETY OF SAN MATEO

  
Contractor's Signature

Date: 2/4/13

**SCHEDULE A – AMENDMENT ONE**  
**LEGAL AID SOCIETY OF SAN MATEO**  
**FY 2012-13 DESCRIPTION OF SERVICES**

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

A. Units of Service

Contractor agrees to provide 335 contacts of Category 4: Access Assistance.

Contractor agrees to provide an additional 50 contacts of Category 4: Access Assistance for a total of 385 contacts of Category 4: Access Assistance.

## **SCHEDULE B – AMENDMENT ONE**

### **LEGAL AID SOCIETY OF SAN MATEO COUNTY**

#### **FY 2012-2013 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: a Clients' Rights Advocate Program and a Kids in Crisis Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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. 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, 2012 through June 30, 2013, 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 \$2,700 in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY THOUSAND SEVEN HUNDRED DOLLARS (\$20,700).

#### **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, 2012 through June 30, 2013, 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.

AAS will pay Contractor in consideration of Legal Assistance Program services an additional \$545 in OAA funding.

The maximum reimbursement for the Legal Assistance Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed NINETY-EIGHT THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS (\$98,395).

---

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 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;
- 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. 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;
  - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars; and
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records
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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
  7. Specific to the Title V SCSEP budget:
    - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
    - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
    - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
    - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 is \$119,095 in OAA funds, \$55,000 in County General funds for the Clients' Rights Advocacy and Kids in Crisis Programs, and \$18,452 in County General Funds for general program support for a total amount of ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS (\$192,547) for the contract term July 1, 2012 through June 30, 2013.



**AMENDMENT TO 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, the parties entered into an Agreement for the propose of providing Adult Day Health Care Program, Family Caregiver Support Program, Health Promotional Program and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$13,469 to \$173,143.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule 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 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 SEVENTY-THREE THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$173,143).

4. Schedule A – Amendment One, Section I, paragraph titled Adult Day Health Care Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Adult Day Health Care Program, Units of Services of the original agreement.
5. Schedule A – Amendment One, Section II, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services is attached and replaces the Schedule A, Section II, paragraph titled Family Caregiver Support Program (FCSP) Caring for the Elderly, Units of Services of the original agreement.
6. Schedule A – Amendment One, Section III, paragraph titled Health Promotion Program, Units of Services is attached and replaces the Schedule A, Section III, paragraph titled Health Promotion Program, Units of Services of the original agreement.
7. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
8. **All other terms and conditions of the agreement dated September 25, 2012, 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

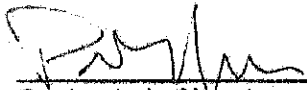
By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

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

ATTEST:

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

MILLS-PENINSULA HEALTH SERVICES

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

Date: 2/06/13

**SCHEDULE A – AMENDMENT ONE**  
**MILLS-PENINSULA HEALTH SERVICES**  
**FY 2012-13 DESCRIPTION OF SERVICES**

**I. ADULT DAY HEALTH CARE PROGRAM**

A. Units of Service

Contractor agrees to provide 465 days of attendance.

Contractor agrees to provide an additional 70 days of attendance for a total of 535 days of attendance.

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

A. Units of Service

Contractor agrees to provide 230 hours of Category 1: Support Services.

Contractor agrees to provide an additional 38 hours of Category 1: Support Services for a total of 268 hours of Category 1: Support Services.

**III. HEALTH PROMOTION PROGRAM**

A. Units of Service

Contractor agrees to provide 1,960 contacts as defined in Section B, at a minimum of five sites serving targeted population in San Mateo County.

Contractor agrees to provide an additional 66 contacts as defined above for a total of 2,026 contacts.

**SCHEDULE B – AMENDMENT ONE**  
**MILLS-PENINSULA HEALTH SERVICES**  
**FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) program: an Adult Day Health Care Program, a Family Caregiver Support Program, a Health Promotion Program and a Transportation Program. Services described in this Schedule B Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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. 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 PROGRAM**

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

AAS will pay Contractor in consideration of Adult Day Health Care Program services an additional \$7,000 in OAA funds.

The maximum reimbursement for the Adult Day Health Care Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FIFTY-TWO THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$52,860).

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

AAS will pay Contractor in consideration of FCSP services rendered \$30,000 for Category 1: Support Services for a total of \$30,000 in OAA funding.

AAS will pay Contractor in consideration of FCSP services rendered an additional \$5,000 for Category 1: Support Services in OAA funding.

The maximum reimbursement for the FCSP in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

### III. HEALTH PROMOTION PROGRAM

AAS will pay Contractor in consideration of Health Promotion Program services rendered \$43,055 in OAA funding.

AAS will pay Contractor in consideration of Health Promotion Program services rendered an additional \$1,469 in OAA funding.

The maximum reimbursement for the Health Promotion Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-FOUR THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$44,524).

### III. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$21,565 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-ONE THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS (\$21,565).

---

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. **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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;

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. 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;
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
  7. Specific to the Title V SCSEP budget:
    - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
    - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
    - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
    - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;



- 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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 \$153,949 in OAA funds and \$19,194 in County General ONE HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$173,143) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.**

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, INC., 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 Agreement for the propose of providing Ombudsman Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$1,051 to \$271,554.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A.

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 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 TWO HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS (\$271,554).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.

CLDwin  
Contractor's Signature

Date: 1/30/13

## **SCHEDULE B – AMENDMENT ONE**

### **OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED**

#### **FY 2012-2013 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 – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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. a SENIOR OMBUDSMAN SERVICES PROGRAM**

AAS will pay Contractor in consideration of Senior Ombudsman Services Program services rendered \$34,922 in Title IIIB Ombudsman, \$44,656 in Title VIIA Ombudsman, and \$5,257 in Title VIIB, totaling \$84,835 in OAA funding and \$73,526 in other State funds.

AAS will pay Contractor in consideration of Senior Ombudsman Services Program services rendered an additional \$261 in Title IIIB Ombudsman and \$790 in Title VIIA Ombudsman OAA funding.

The maximum reimbursement for Senior Ombudsman Services Program in OAA and other State funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED TWELVE DOLLARS (\$159,412).

#### **I. b UNDER 60 OMBUDSMAN SERVICES PROGRAM**

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

The maximum reimbursement for the Under 60 Ombudsman Services Program in County General Funds during the contract term July 1, 2012 through June 30, 2013, shall not exceed FIFTY THOUSAND DOLLARS (\$50,000).

---

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. **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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;
- 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. 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;
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
  7. Specific to the Title V SCSEP budget:
    - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
    - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
    - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
    - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- 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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;

- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 Ombudsman Services of San Mateo County, Inc., is \$85,886 in OAA funds, \$73,526 in other State funds and \$50,000 in County General Funds to serve individuals under 60 years of age in residential care facilities, and \$62,142 in County General Funds for general program support for a total amount of TWO HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS (\$271,554) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO 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, the parties entered into an Agreement for the propose of providing Case Management Program, Congregate Nutrition Program, Peer Counseling Program and Senior Employment Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$7,723 to \$283,097.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment

One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A.

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 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 TWO HUNDRED EIGHTY-THREE THOUSAND NINETY-SEVEN DOLLARS (\$283,097).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 2012, 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

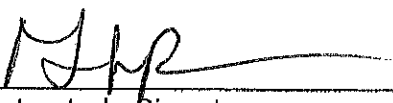
By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

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

ATTEST:

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

PENINSULA FAMILY SERVICE

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

Date: 1/29/13

## **SCHEDULE B – AMENDMENT ONE**

### **PENINSULA FAMILY SERVICE**

#### **FY 2012-2013 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 – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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 \$36,216 in OAA funds.

The maximum reimbursement for the Case Management Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-SIX THOUSAND TWO HUNDRED SIXTEEN DOLLARS (\$36,216).

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

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$25,549 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$5,741 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$2,478 for meals/baseline serves in OAA funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-THREE THOUSAND EIGHT HUNDRED SIXTY-EIGHT DOLLARS (\$33,868).

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

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

The maximum reimbursement for the Peer Counseling Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TEN THOUSAND DOLLARS (\$10,000).

### IV. SENIOR EMPLOYMENT PROGRAMS

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

AAS will pay Contractor in consideration of Title IIIB – Employment services rendered an additional \$3,000 in OAA funding.

AAS will pay Contractor in consideration of Title V – Senior Community Services Employment Program (SCSEP) services rendered \$155,352 in OAA funding.

AAS will pay Contractor in consideration of Title V – SCSEP services rendered an additional \$2,245 in OAA funding.

The maximum reimbursement for the Senior Employment Programs in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED SIXTY-NINE DOLLARS (\$175,569).

---

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. **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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;

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. 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;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:



- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
  - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
  - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
  - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- 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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 \$255,653 in OAA and NSIP funds and \$27,444 in County General Funds for general program support for a total amount of TWO HUNDRED EIGHTY-THREE THOUSAND NINETY-SEVEN DOLLARS (\$283,097) for the contract term July 1, 2012 through June 30, 2013.

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA VOLUNTEERS, INC., hereinafter called "Contractor";

**W I T N E S S E T H:**

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

WHEREAS, the parties entered into an Agreement for the propose of providing Adult Day Care Program, the Meals on Wheels and Supplemental Meals on Wheels Programs and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$31,553 to \$624,796.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule 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 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 SIX HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS (\$624,796).

4. Schedule A – Amendment One, Section I, paragraph titled Adult Day Care Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Adult Day Care Program, Units of Services of the original agreement.
5. Schedule A – Amendment One, Section II, paragraph titled Meals on Wheels and Supplemental Meals on Wheels Programs, Units of Services is attached and replaces the Schedule A, Section II, paragraph titled Wheels and Supplemental Meals on Wheels Programs, Units of Services of the original agreement.
6. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
7. **All other terms and conditions of the agreement dated September 25, 2012, 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

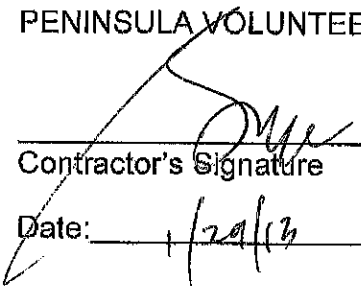
By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

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

ATTEST:

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

PENINSULA VOLUNTEERS, INC.

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

Date: 1/29/13

## **SCHEDULE A – AMENDMENT ONE**

### **PENINSULA VOLUNTEERS, INC.**

#### **FY 2012-13 DESCRIPTION OF SERVICES**

##### **I. ADULT DAY CARE PROGRAM**

###### **A. Units of Service**

Contractor agrees to provide 1,046 days of attendance.

Contractor agrees to provide an additional 102 days of attendance for a total of 1,148 days of attendance.

##### **II. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS**

###### **A. Units of Service**

Contractor agrees to provide 61,450 home-delivered meals, four nutrition education presentations, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 6,120 supplemental home-delivered meals, a County sponsored, non- OAA program

Contractor agrees to provide an additional 1,250 home-delivered meals for a total of 62,700 home-delivered meals.

## **SCHEDULE B – AMENDMENT ONE**

### **PENINSULA VOLUNTEERS, INC.**

#### **FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) programs: 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 – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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. 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 funds.

AAS will pay Contractor in consideration of Adult Day Care Program services rendered an additional \$9,724 in OAA funds.

The maximum reimbursement for the Adult Day Care Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED NINE THOUSAND EIGHTY-NINE DOLLARS (\$109,089).

#### **II. a. MEALS ON WHEELS PROGRAM**

AAS will pay Contractor in consideration of Meals on Wheels (MOW) services rendered \$326,771 for meals/baseline services, \$100 for nutrition education and \$100 for nutrition counseling in Title III C2 OAA funds, and \$41,729 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of MOW Program services rendered in additional \$18,715 for meals/baseline services in OAA funds and \$3,114 for the purchase of food in NSIP funds.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THREE



HUNDRED NINETY THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS (\$390,529).

## **II. b. AND SUPPLEMENTAL MEALS ON WHEELS PROGRAM**

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$36,720 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-SIX THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$36,720).

## **III. TRANSPORTATION PROGRAM**

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

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, 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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;

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. 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;
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
  7. Specific to the Title V SCSEP budget:
    - a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
    - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
    - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
    - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

- 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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 Peninsula Volunteers, Inc., is \$535,368 in OAA and NSIP funds, \$36,720 in MOW Trust funds and \$52,708 in County General Funds for general program support for a total amount of SIX HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS (\$624,796) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO 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 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 Agreement for the propose of providing Case Management Program, Congregate Nutrition Program, Health Insurance Counseling and Advocacy Program and the Meals on Wheels and Supplemental Meals on Wheels Programs services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$48,757 to \$451,341.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment

One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A.

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 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 FOUR HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED FORTY-ONE DOLLARS (\$451,341).

3. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
4. **All other terms and conditions of the agreement dated September 25, 2012, 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

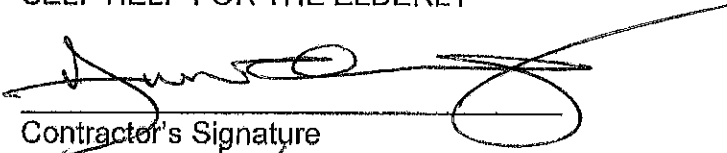
By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

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

ATTEST:

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

SELF HELP FOR THE ELDERLY

  
Contractor's Signature

Date: 2/6/13

## **SCHEDULE B – AMENDMENT ONE**

### **SELF HELP FOR THE ELDERLY**

#### **FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) programs: 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 – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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. 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, 2012 through June 30, 2013, 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 \$44,874 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$10,066 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FIFTY-FIVE THOUSAND FORTY DOLLARS (\$55,040).

#### **III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)**

AAS will pay Contractor in consideration of HICAP services rendered \$259,863 in OAA HICAP funds.



AAS will pay Contractor in consideration of HICAP services rendered an additional \$46,340 in OAA HICAP funds.

The maximum reimbursement for the HICAP in OAA HICAP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THREE HUNDRED SIX THOUSAND TWO HUNDRED THREE DOLLARS (\$306,203).

#### **IV. a. MEALS ON WHEELS PROGRAM**

AAS will pay Contractor in consideration of Meals on Wheels (MOW) services rendered \$21,616 for meals/baseline services, \$100 for nutrition education and \$100 for nutrition counseling in Title III C2 OAA funds, and \$2,784 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of MOW Program services rendered in additional \$2,417 for meals/baseline services in OAA funds.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-SEVEN THOUSAND SEVENTEEN DOLLARS (\$27,017).

#### **IV. b. SUPPLEMENTAL MEALS ON WHEELS PROGRAM**

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$3,600 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THIRTY-SIX THOUSAND DOLLARS (\$3,600).

---

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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;

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. 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;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and
7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
  - b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
  - c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
  - d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;
- 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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.

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 Self Help for the Elderly is \$409,060 in OAA and NSIP funds, \$3,600 in MOW Trust funds and \$38,681 in County General Funds for general program support for a total amount of FOUR HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED FORTY-ONE DOLLARS (\$451,341) for the contract term July 1, 2012 through June 30, 2013.

**AMENDMENT TO 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 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 Agreement for the propose of providing Case Management Program, Congregate Nutrition Program, the Meals on Wheels and Supplemental Meals on Wheels Programs and Transportation Program services on September 25, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$17,170 to \$177,501.

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

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

**Exhibits and Attachments**

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

Schedule A—FY 2012-13 Description of Services – Amendment One

Schedule B—FY 2012-13 Fiscal Summary – Amendment One

Attachment F—CARS Specifications

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

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 Schedule B-Amendment One, Contractor shall perform services for County in accordance with the terms,

conditions and specifications set forth herein and in Schedule 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 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 SEVENTY-SEVEN THOUSAND FIVE HUNDRED ONE DOLLARS (\$177,501).

4. Schedule A – Amendment One, Section II, paragraph titled Congregate Nutrition Program, Units of Services is attached and replaces the Schedule A, Section I, paragraph titled Congregate Nutrition Program, Units of Services of the original agreement.
5. Schedule A – Amendment One, Section III, paragraph titled Meals on Wheels and Supplemental Meals on Wheels Programs, Units of Services is attached and replaces the Schedule A, Section III, paragraph titled Meals on Wheels and Supplemental Meals on Wheels Programs, Units of Services of the original agreement.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated September 25, 2012, 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 San Mateo County Board of Supervisors

SENIOR COASTSIDERS

Nancy Stein  
Contractor's Signature

Date: 4 Feb 2013

## **SCHEDULE A – AMENDMENT ONE**

### **SENIOR COASTSIDERS**

#### **FY 2012-13 DESCRIPTION OF SERVICES**

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

###### **A. Units of Service**

Contractor agrees to provide 9,000 senior congregate meals and four nutrition education presentations.

Contractor agrees to provide an additional 1,162 senior congregate meals for a total of 10,162 senior congregate meals.

##### **III. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS**

###### **A. Units of Service**

Contractor agrees to provide 8,660 home-delivered meals, four nutrition education presentations, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 600 supplemental home-delivered meals, a County sponsored, non- OAA program

Contractor agrees to provide an additional 833 home-delivered meals for a total of 9,493 home-delivered meals.

## **SCHEDULE B – AMENDMENT ONE**

### **SENIOR COASTSIDERS**

#### **FY 2012-2013 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) programs: a Case Management Program, a Congregate Nutrition Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program. Services described in this Schedule B – Amendment One reflect program funding and payment method during fiscal year July 1, 2012 through June 30, 2013. 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. 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, 2012 through June 30, 2013, 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 \$31,522 for meals/baseline services and \$100 for nutrition education in Title III C1 OAA funds, and \$7,078 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered an additional \$5,000 in NSIP funds for the purchase of food.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed FORTY-THREE THOUSAND SEVEN HUNDRED DOLLARS (\$43,700).

### **III. a. MEALS ON WHEELS PROGRAM**

AAS will pay Contractor in consideration of Meals on Wheels (MOW) services rendered \$45,879 for meals/baseline services, \$100 for nutrition education and \$100 for nutrition counseling in Title III C2 OAA funds, and \$5,881 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

AAS will pay Contractor in consideration of MOW Program services rendered in additional \$10,000 for meals/baseline services in OAA funds and \$2,170 for the purchase of food in NSIP funds.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed SIXTY-FOUR THOUSAND ONE HUNDRED THIRTY DOLLARS (\$64,130).

### **III. b. SUPPLEMENTAL MEALS ON WHEELS PROGRAM**

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$3,600 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed THREE THOUSAND SIX HUNDRED DOLLARS (\$3,600).

### **IV. TRANSPORTATION PROGRAM**

AAS will pay Contractor in consideration of Transportation Program services rendered \$17,790 in OAA funds.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2012 through June 30, 2013, shall not exceed SEVENTEEN THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$17,790).

---

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/personnelpolicies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the 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 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;
- 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. 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;
  - For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;
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. 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 IIIB, III C, or III D cannot be used to meet the program match requirement for III E; and

7. Specific to the Title V SCSEP budget:

- a. Administrative costs for a Subcontractor are not limited to 8 percent of the Federal allocation and should be reported as project administration in the Title V budget;
- b. Contractor shall ensure that of the total federal funds expended, not less than 79 percent shall be spent for Participant /wages and Fringe Benefits;
- c. Contractor is not required to budget On-the-Job-Experience (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
- d. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Title V Budget;

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 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 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 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2013 will be due by July 5, 2013, 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 23, 2013**.



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 \$160,620 in OAA and NSIP funds, \$3,600 in MOW Trust funds and \$13,281 in County General Funds for general program support for a total amount of ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED ONE DOLLARS (\$177,501) for the contract term July 1, 2012 through June 30, 2013.