

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

THIS 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 purpose of providing Congregate Nutrition, Home Delivered Meals, Supplemental Home Delivered Meals, and Transportation program services on August 29, 2014.

WHEREAS, the parties wish to amend the agreement to increase funding by \$146,742 to \$195,648.

**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:

Exhibit A—FY 2014-15 Description of Services - Amendment One  
Exhibit B—FY 2014-15 Fiscal Summary - Amendment One

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

**Services to be Performed by Contractor**

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

3. **Payments**

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A - Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit 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-FIVE THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS (\$195,647).

4. Schedule A of the original agreement is deleted and replaced and incorporated herein as Schedule A – Amendment One as attached.
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 August 29, 2014, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

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

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

ATTEST:

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

CITY OF PACIFICA

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

Date: 9.17.14

## EXHIBIT A – AMENDMENT ONE

### CITY OF PACIFICA

#### FY 2014-15 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and County funded program(s): a Congregate Nutrition Program, a Home Delivered Meals and Supplemental Home Delivered Meals Programs, and a Transportation Program. Services described in this Exhibit A – Amendment One reflect program performance requirements (units of service) during fiscal year July 1, 2014 through June 30, 2015; Funding Period A, July 1, 2014 through September 30, 2014 and Funding Period B, October 1, 2014 through June 30, 2015. These programs shall operate in accordance with the California Department of Aging (CDA) and/or State licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring of nutrition programs will be conducted annually and onsite in accordance with the Area Agency on Aging (AAA) Contract Monitoring Procedures Manual. All other OAA programs will be monitored at least every other year. Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. The Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process.

Contractor shall agree to distribute any County needs assessment or feedback surveys provided by the County. Surveys are to be returned to the County for data collection and analysis.

#### I. CONGREGATE NUTRITION PROGRAM

##### A. Units of Service

**Funding Period A, July 1, 2014 through September 30, 2014:** Contractor agrees to provide 3,183 senior congregate meals and one (1) nutrition education presentation.

**Funding Period B, October 1, 2014 through June 30, 2015:** Contractor agrees to provide 9,548 senior congregate meals and three (3) nutrition education presentation.

##### B. Unit Definitions

**A meal** provided to an eligible individual in a congregate group setting, that

meets all of the requirements of the OAA and State/local laws, assures a minimum one-third of the Dietary Reference Intake (DRI), and complies with dietary guidelines for Americans.

**Unit of Service: One meal**

**Nutrition Education** is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program participants.

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

C. Program Requirements

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

**Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans.

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

**Eligible Service Population** for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

Contractor agrees to:

1. Conform to the appropriate federal, State and local requirements, especially the standards and practices identified in CCR, Title 22, CDA Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health System policies and procedures;
2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate five days per week throughout the Community Service Area (CSA), but not necessarily five days per week at each site. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS;
4. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the congregate meals service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, suggested contribution amount, etc;
5. Providers of Title III C programs shall annually assess the client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative, included in the AAS nutrition intake tool [OAA §339(2)(J)] [OAA§207(a)(3)];
6. Protect participants from potential food safety issues by discouraging any practice of participants bringing home-cooked food to share with other participants during the congregate meal service;
7. Providers must establish operational procedures to estimate the number of meals to prepare and serve and the amount of food to purchase so that leftovers shall be kept to a minimum.
8. Leftover meals cannot be counted as additional participant meals nor are they eligible for AAA reimbursement.
9. Priority shall be given to serving leftovers as seconds to congregate participants.
10. Title IIIC funds may not be used to purchase food to distribute

separately from the approved meal.

11. Inform clients that the Congregate Nutrition Program is partially funded by the OAA by posting signs near the contribution container at each congregate meal site indicating such. Signs will also state the suggested contribution level for eligible clients, non-senior spouse of an eligible client, and non-senior volunteers. The sign must also state that services will not be denied if a contribution is not made.
  - a. All contributions are to be anonymous and voluntary;
  - b. Volunteers providing services during the meal hours are not required to pay the established fee;
  - c. Contributions from eligible clients (project income) are to be used to expand or support the meal service;
  - d. Guests, non-congregate program volunteers, and non-senior employees must pay the required fee. These fees are to be collected and maintained separately from contributions from eligible clients;
  
12. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
  - a. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
  - b. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
  - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
  - d. Each service provider will:
    - (1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
    - (2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
    - (3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
    - (4) Establish appropriate procedures to safeguard and account for all contributions;
    - (5) Donation letters may not resemble a bill or a statement [OAA §315(b)];
    - (6) Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)];
  
13. Promote the Congregate Nutrition Program as **non fee-based**, avoiding

references to “free or discounted meals” (e.g., free birthday lunch specials, offers associated with coupons, club membership discounts, etc);

14. Utilize appropriate verbiage in written materials (such as newsletters, menus, newspapers, websites, flyers, publications, etc.) by avoiding the use of language that implies a price or fee for the meal. If there is reference to a dollar amount for a meal, the words “suggested donation” or “suggested contribution” must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance;
15. A yearly written plan for a minimum of four quarterly staff/volunteer training sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
  - a. The AAS registered dietitian must approve the training curriculum;
  - b. Training topics must include at a minimum: food safety, prevention of food-borne illness, Hazard Analysis and Critical Control Points (HACCP) principles, accident prevention, fire safety, first aid, choking, emergency procedures, and earthquake preparedness;
  - c. Three of the training sessions must include food safety and sanitation principles;
  - d. The training plan shall identify who is to be trained, who will conduct the training, content of training and when it is scheduled; and
  - e. Documentation of training must include attendees’ evaluations and attendance records
16. A yearly written plan for a minimum of four quarterly participant nutrition education sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
  - a. The AAS registered dietitian must approve the training curriculum.
  - b. Documentation of sessions must include attendees’ evaluations and attendance records.
17. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a)

“Illnesses” or (b) lesions/wounds to the site manager;

18. Submit menus the month prior to the meal service for approval by the AAS registered dietitian that comply with the Dietary Guidelines for Americans updated in 2010 by the US Department of Health and Human Services and the US Department of Agriculture. The menus are to be submitted with Contractor’s MIS and invoice documents by the 10<sup>th</sup> of each month. All menus must comply with the following:
  - a. Be planned for a minimum of four (4) weeks;
  - b. Be posted in a location easily seen by participants at each congregate meal site;
  - c. Be legible and easy to read in the language of the majority of the participants; and
  - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate; and
  
19. Comply with CRFC requirements related to the use of trans fat:
  - a. Every food facility should have the label for any food/food additive they are using or storing in any way if it includes any fat, oil, or shortening;
  - b. Beginning January 1, 2010, no oil, shortening or margarine containing artificial trans fats may be used by a food facility unless used for deep frying yeast dough or cake batter;
  - c. Beginning January 1, 2011, no food containing artificial trans fat even in yeast dough or cake batter may be used/stored/distributed by a food facility;
  - d. Subdivision c. (above) shall not apply to food sold/served in a manufacturer’s original, sealed package; and
  - e. A food contains artificial trans fat if it contains vegetable shortening, margarine or any partially hydrogenated vegetable oil unless trans fat content is less than .5 grams per serving  
CRFC 114377;12.6(a)(b1)(b2)(c)(d).
  
20. Each food preparation site (central kitchen and caterer) must be physically inspected on a quarterly basis by the County Registered Dietitian. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the County that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, County policies and procedures must guarantee the following:
  - \ a. Inspection of non-food preparation nutrition sites at least every



- other year;
- b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions;

- 21. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
- 22. Proof of age or citizenship shall not be required as a condition of receiving services; and
- 23. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services by the AAA or its contractors.

**II. HOME DELIVERED MEALS (formerly known as Meals on Wheels) AND SUPPLEMENTAL HOME DELIVERED MEALS PROGRAMS (formerly known as Supplemental Meals on Wheels)**

A. Units of Service

**Funding Period A, July 1, 2014 through September 30, 2014:** Contractor agrees to provide 3,590 Home Delivered Meals (HDM), one (1) nutrition education presentation, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 187 Supplemental Home Delivered Meals (SHDM), a County sponsored, non-OAA funded program.

**Funding Period B, October 1, 2014 through June 30, 2015:** Contractor agrees to provide 10,772 Home Delivered Meals (HDM), three (3) nutrition education presentation, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 563 Supplemental Home Delivered Meals (SHDM), a County sponsored, non-OAA funded program.

B. Unit Definitions

A meal provided to an eligible individual in his or her place of residence that meets all of the requirements of the OAA and State/local laws, assures a minimum one-third of the current Dietary Reference Intake (DRI), and complies with the most current Dietary Guidelines for Americans.

**Unit of Service: One meal**

**Nutrition Counseling** provides individualized guidance to individuals who

are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutrition status. Nutrition counseling may be made either in person or by any other means deemed appropriate (e.g., telephone, emails, etc.)

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

**Nutrition Education** is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Printed material may be used as the sole nutrition education component for the HDM participants. However, a menu that has been annotated to include caloric counts and sources of various nutrients can not be counted as Nutrition Education.

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

C. Program Requirements

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

**Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. The OAA funded HDM Program and the San Mateo County sponsored SHDM Program are two separate programs. Additional County criteria for the SHDM program are outlined in this section.

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

**Eligible Service Population for Title III (except for Title III E)** means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals

residing in rural areas [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

Contractor agrees to:

1. Conform to the appropriate federal, State and local requirements, especially the standards and practices identified in CCR, Title 22, CDA Title III Program Manual, OSHA requirements, current CRFC and San Mateo County Health System policies and procedures;
2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate the program for five days of service each week, Monday through Friday. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS;
4. Weekend meals must comply with all regulations specified for Monday through Friday service, including menu approval specified in Section 13;
5. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the HDM service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, suggested contribution amount, etc;
6. Providers of Title III C programs shall annually assess the client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative, included in the AAS nutrition intake tool [OAA §339(2)(J)] [OAA§207(a)(3)];
7. Provide nutrition counseling for clients of HDM and SHDM who require the service, who are referred by physician's order for special diets, and/or who are determined by the Nutritional Screening Initiative to be at risk;
8. Prioritize services if a short-term waiting list needs to be established. Priorities for services shall be determined based on the following descending order:

- a. First Priority - Acute Care: A person newly released from hospital with no caregiver;
  - b. Second Priority - Limited Caregiver Assistance: A person with acute or chronic medical conditions or physical disability and with less than adequate caregiver support;
  - c. Third Priority - Other: All other homebound, frail older adults and adults with disabilities;
9. Providers must establish operational procedures to estimate the number of meals to prepare and serve and the amount of food to purchase so that leftovers shall be kept to a minimum;
  10. Leftover meals cannot be counted as additional participant meals nor are they eligible for AAA reimbursement;
  11. Priority shall be given to serving leftovers as seconds to HDM participants;
  12. Title III C funds may not be used to purchase food to distribute separately from the approved meal;
  13. Submit menus for all meals served, including weekend meals, the month prior to the meal service for approval by the AAS registered dietitian that comply with the Dietary Guidelines for Americans updated in 2010 by the US Department of Health and Human Services and the US Department of Agriculture. The menus are to be submitted with Contractor's MIS and invoice documents by the 10<sup>th</sup> of each month. All menus must comply with the following:
    - a. Be planned for a minimum of four (4) weeks;
    - b. Be provided to participants;
    - c. Be legible and easy to read in the language of the majority of the participants; and
    - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate;
  14. Comply with CRFC requirements related to the use of trans fat:
    - a. Every food facility should have the label for any food/food additive they are using or storing in any way if it includes any fat, oil, or shortening;
    - b. Beginning January 1, 2010, no oil, shortening or margarine containing artificial trans fats may be used by a food facility

- unless used for deep frying yeast dough or cake batter;
  - c. Beginning January 1, 2011, no food containing artificial trans fat even in yeast dough or cake batter may be used/stored/distributed by a food facility;
  - d. Subdivision c. (above) shall not apply to food sold/served in a manufacturer's original, sealed package; and
  - e. A food contains artificial trans fat if it contains vegetable shortening, margarine or any partially hydrogenated vegetable oil unless trans fat content is less than .5 grams per serving CRFC 114377;12.6(a)(b1)(b2)(c)(d).
  
- 15. Frozen meals produced in a nutrition services provider kitchen shall:
  - a. Be packaged and frozen within two (2) hours of the end of food production, according to the requirements of the California Retail Food Code (CRFC);
  - b. Have temperatures taken and recorded at the end of food production, at the time of packaging and throughout the freezing process. Temperatures shall be recorded and kept on file by the caterer and the nutrition services provider for audit;
  - c. Be packed in individual trays, tightly sealed, and labeled with the date, contents and instructions for storage and reheating;
  - d. Be frozen throughout storage, transport, and delivery to the home delivered meal participant; and
  - e. Be discarded according to the USDA and FDA guidelines;
  
- 16. Ensure participants receive written instructions in the language of the majority of the participants for handling and reheating of the meals;
  
- 17. A yearly written plan for a minimum of four quarterly staff/volunteer training sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
  - a. The AAS registered dietitian must approve the training curriculum;
  - b. Training topics must include at a minimum: food safety, prevention of food-borne illness, Hazard Analysis and Critical Control Points (HACCP) principles, accident prevention, fire safety, first aid, choking, emergency procedures, and earthquake preparedness;
  - c. Three of the training sessions must include food safety and sanitation principles;
  - d. The training plan shall identify who is to be trained, who will

- conduct the training, content of training and when it is scheduled; and
  - e. Documentation of training must include attendees' evaluations and attendance records;
18. A yearly written plan for a minimum of four quarterly participant nutrition education sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
- a. The AAS registered dietitian must approve the training curriculum;
  - b. Documentation of sessions must include attendees' evaluations and attendance records;
  - c. Printed material may be used as the sole nutrition education component for the HDM participants. However, a menu that has been annotated to include caloric counts and sources of various nutrient can not be counted as Nutrition Education;
19. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) "Illnesses" or (b) lesions/wounds to their site manager;
21. Participate in Site Manager's / HDM Coalition meetings;
22. Report service units and request reimbursement for HDM and SHDM as two separate programs;
23. Each food preparation site (central kitchen and caterer) must be physically inspected on a quarterly basis by the County Registered Dietitian. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the County that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, County policies and procedures must guarantee the following:
- a. Inspection of non-food preparation nutrition sites at least every other year;
  - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations

or a history of corrective actions; and

24. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
  - a. Means tests shall not be used by any contractor for any Title III or Title VII Services;
  - b. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
  - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
  - d. Each service provider will:
    - (1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
    - (2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
    - (3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
    - (4) Establish appropriate procedures to safeguard and account for all contributions;
    - (5) Donation letters may not resemble a bill or a statement [OAA §315(b)];
    - (6) Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)];
25. Utilize appropriate verbiage in written materials (such as newsletters, menus, newspapers, websites, flyers, publications, etc.) by avoiding the use of language that implies a price or fee for the meal. If there is reference to a dollar amount for a meal, the words "suggested donation" or "suggested contribution" must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance;
26. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
27. Proof of age or citizenship shall not be required as a condition of receiving services; and
28. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.

To receive **Supplemental Home Delivered Meals (SHDM), a non-OAA funded program**), an individual must meet all of the following criteria:

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

The SHDM program will follow the same guidelines as the HDM program, with the exception of the eligibility criteria listed above.

### III. TRANSPORTATION PROGRAM

#### A. Units of Service

**Funding Period A, July 1, 2014 through September 30, 2014:** Contractor agrees to provide 925 trips.

**Funding Period B, October 1, 2014 through June 30, 2015:** Contractor agrees to provide 2,775 trips.

#### B. Unit Definitions

**Transportation:** from one location to another. Does not include any other activity. May include travel vouchers and transit passes.

**Unit of service: One one-way trip**

#### C. Program Requirements

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

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



management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA 321(a)]

**Eligible Service Population** for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

**Priority Services for Title IIIB** means those services associated with access to services (transportation, outreach, information and assistance and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders involving neurological and organic brain dysfunction; and legal assistance.

Contractor agrees to:

1. Coordinate services with all other relevant transit providers, especially paratransit services available from Redi-Wheels and Redi-Coast;
2. Maintain written emergency and accident policies and be responsible for ensuring that all transportation staff are trained in these procedures. In addition, the agency will be responsible for ensuring that drivers participate in annual driver education that will include sensitivity training related to transporting seniors and adults with disabilities;
3. Identifying contingency plans for providing back-up coverage when a vehicle is inoperable or when the driver is ill or on vacation, if the agency operates its own vehicle;
4. Inform paratransit riders by written notice of the suggested contribution. Contributions will be collected and included as part of the Transportation budget. All contributions are to be voluntary, anonymous, and must be used to provide expanded transportation services. If the vehicle is provider- owned, a sign will be posted in the vehicle indicating the suggested contribution. Otherwise, written notice of suggested contribution must be posted in program service areas;

5. Provide verification of vehicle inspection by the California Highway Patrol, if provider operates own vehicle;
6. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
  - a. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
  - b. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
  - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
  - d. Each service provider will:
    - (1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
    - (2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
    - (3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
    - (4) Establish appropriate procedures to safeguard and account for all contributions;
    - (5) Donation letters may not resemble a bill or a statement [OAA §315(b)];
    - (6) Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)];
7. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
8. Proof of age or citizenship shall not be required as a condition of receiving services; and
9. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.

## EXHIBIT B – AMENDMENT ONE

### CITY OF PACIFICA

#### FY 2014-15 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition, Home Delivered Meals and Supplemental Home Delivered Meals, and Transportation Programs. Services described in this Exhibit B – Amendment One reflect program funding and payment method during fiscal year July 1, 2014 through June 30, 2015; Funding Period A, July 1, 2014 through September 30, 2014 and Funding Period B, October 1, 2014 through June 30, 2015. 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. Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

#### I. CONGREGATE NUTRITION

**Funding Period A, July 1, 2014 through September 30, 2014:** AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$16,462 for meals/baseline services and \$25 for nutrition education in Title III C1 OAA funds.

**Funding Period B, October 1, 2014 through June 30, 2015:** AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$49,385 for meals/baseline services and \$75 for nutrition education in Title III C1 OAA funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA funding during the contract term July 1, 2014 through June 30, 2015 shall not exceed SIXTY-FIVE THOUSAND NINE HUNDRED FORTY-SEVEN DOLLARS (\$65,947).

#### II. HOME DELIVERED MEALS PROGRAM (formerly known as MEALS ON WHEELS PROGRAM) AND SUPPLEMENTAL HOME DELIVERED MEALS PROGRAM (formerly known as SUPPLEMENTAL MEALS ON WHEELS PROGRAM)

##### IIa. HOME DELIVERED MEALS PROGRAM (formerly known as MEALS ON WHEELS PROGRAM)

**Funding Period A, July 1, 2014 through September 30, 2014:** AAS will pay

Contractor in consideration of Home Delivered Meals (HDM) services rendered \$22,783 for meals/baseline services, \$25 for nutrition education and \$25 for nutrition counseling in Title III C2 OAA fund.

**Funding Period B, October 1, 2014 through June 30, 2015:** AAS will pay Contractor in consideration of Home Delivered Meals (HDM) services rendered \$68,360 for meals/baseline services, \$75 for nutrition education and \$75 for nutrition counseling in Title III C2 OAA fund.

The maximum reimbursement for the HDM Program in Title IIIC2 OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed NINETY-ONE THOUSAND THREE HUNDRED FORTY-THREE DOLLARS (\$91,343).

**IIb. SUPPLEMENTAL HOME DELIVERED MEALS PROGRAM (formerly known as SUPPLEMENTAL MEALS ON WHEELS PROGRAM)**

**Funding Period A, July 1, 2014 through September 30, 2014:** AAS will pay Contractor in consideration of Supplemental Home Delivered Meals (SHDM) services rendered \$1,189 funds in MOW Trust Funds.

**Funding Period B, October 1, 2014 through June 30, 2015:** AAS will pay Contractor in consideration of Supplemental Home Delivered Meals (SHDM) services rendered \$3,581 funds in MOW Trust Funds.

The maximum reimbursement for the SHDM Program in MOW Trust funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed FOUR THOUSAND SEVEN HUNDRED SEVENTY DOLLARS (\$4,770).

**III. TRANSPORTATION**

**Funding Period A, July 1, 2014 through September 30, 2014:** AAS will pay Contractor in consideration of Transportation services rendered \$2,994 funds in Title IIIB Funds.

**Funding Period B, October 1, 2014 through June 30, 2015:** AAS will pay Contractor in consideration of Transportation services rendered \$8,982 funds in Title IIIB Funds.

The maximum reimbursement for the Transportation Program in Title IIIB OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed ELEVEN THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS (\$11,976).

**IV. COUNTY GENERAL FUNDS FOR GENERAL PROGRAM SUPPORT**

**Funding Period A, July 1, 2014 through September 30, 2014:** AAS will pay Contractor in consideration of general program support \$5,403 in County General Funds.

**Funding Period B, October 1, 2014 through June 30, 2015:** AAS will pay Contractor in consideration of general program support \$16,208 in County General Funds.

The maximum reimbursement for general program support in County General Funds during the contract term July 1, 2014 through June 30, 2015, shall not exceed TWENTY-ONE THOUSAND SIX HUNDRED ELEVEN DOLLARS (\$21,611).

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Contractor agrees to the following:

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

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

- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;

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

- D. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

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

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

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

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

F. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;

G. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget [2 CFR, Part 200], Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

H. Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):

- Financial Reporting;
- Accounting Records;
- Internal Control;
- Budgetary Control;
- Allowable Costs;
- Source Documentation; and
- Cash Management;

I. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

- J. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
  - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
  - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.
1. The required minimum program matching contributions for Title III B, III C, and III D is 10.53 percent;
  2. The required minimum program matching contributions for Title III E is 25 percent;
  3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
  4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
  5. Matching contributions generated in excess of the minimum required are considered overmatch; and
  6. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E;
- K. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- L. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- M. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

### **Program Income**

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
  2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
  3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
  4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
  5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
  6. Must be used to expand baseline services; and
  7. May not be used to meet the matching requirement of this Agreement;
- N. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;
- The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and
- Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;
- O. A mid-year review, scheduled for January 2015, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;



- P. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2015 will be due by July 7, 2015, to facilitate timely payment;
- Q. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- R. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period; and
- S. Submit a single closing report of expenses with supporting documentation for each program by **July 23, 2015 for Funding Periods A and B.**

Documentation should include the following:

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

The maximum reimbursement for contracted services between San Mateo County AAS and City of Pacifica is \$169,266 in OAA, \$4,770 in MOW Trust funds, and \$21,611 in County General Funds for general program support for a total amount of ONE HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS (\$195,647) for the contract term July 1, 2014 through June 30, 2015.