

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

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and the 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 purpose of providing Adult Day Health Care, Family Caregiver Support, Health Promotion, and Transportation program services on August 11, 2014.

WHEREAS, the parties wish to amend the agreement to increase funding by \$116,805 to \$154,375.

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B – Amendment 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 FIFTY-FOUR THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$154,375).

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 11, 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.

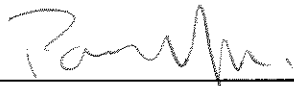
By: _____
President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors
San Mateo County

MILLS-PENINSULA HEALTH SERVICES



Contractor's Signature

Date: 9/5/14

EXHIBIT A – AMENDMENT ONE
MILLS-PENINSULA HEALTH SERVICES
FY 2014-15 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) programs: an Adult Day Health Care Program, a Family Caregiver Support Program, a Health Promotion Program 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. Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process.

Program Performance Measurement:

Contractor shall agree to distribute 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. ADULT DAY HEALTH CARE PROGRAM

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 143 days of attendance.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 430 days of attendance.

B. Unit Definitions

Adult Day Health Care: Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care/adult day health typically include social and recreational activities, training, counseling, and services such as rehabilitation, medications assistance and home health aide

services for adult day health

Unit of Service: One day of attendance (four-hour minimum)

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 CDA Program Memoranda.

Title III B (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. Maintain a current State of California ADC or ADHC license (Welfare and Institutions Code 9542(e) and conform to State regulations;
2. Make arrangements for transporting clients to and from the site through the use of an agency owned and operated vehicle or by arrangement with another agency or through other means;
3. Offer a daily nutrition program;
4. Prepare an individual assessment with a care plan for clients and offer appropriate therapeutic programs based on licensing

guidelines and social activities as well as other supportive services for clients and their caregivers;

5. Serve any person 60 years of age or older who requires supervised social, recreational, or therapeutic services and/or caregiver respite. Providers may serve individuals under 60 years of age who need services if space is available and the full cost of the program is covered by the agency and/or participant;
6. Maintain minimum staffing ratios per license requirement and place qualified staff in key, client-related positions. Use of volunteers is encouraged to augment, not replace program staffing.
7. 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)];
8. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
9. Proof of age or citizenship shall not be required as a condition of receiving services; and
10. 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.

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

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 57 hours of FCSP Category 1: Support Services.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 179 hours of FCSP Category 1: Support Services.

B. Unit Definitions

Category 1: Support Services – Caring for the Elderly.

Unit of Service: One hour (reported in increments of 15 minutes) (a registered service)

Caregiver Assessment means an *FCSP Support Service* conducted by persons trained and experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions, is periodically updated, and will explore options and courses of action for caregivers by identifying their:

- a. Willingness to provide care;
- b. Duration and care frequency preferences;
- c. Caregiving abilities;
- d. Physical health, psychological, social support, and training needs;
- e. Financial resources relative for caregiving; and
- f. Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.

Caregiver Counseling means an *FCSP Support Service* provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of support needed for stress, depression, and loss as a result of caregiving responsibilities. This service (A) may involve his or her informal support system; (B) may be individual direct sessions and/or telephone consultations, and (C) may address caregiving-related financial and long-term care placement responsibilities.

Caregiver Peer Counseling means an *FCSP Support Service* provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.

Caregiver Support Group means an *FCSP Support Service* provided to a

group of 3-12 caregivers that is lead by a competent facilitator and conducted at least monthly within a supportive setting or via a controlled access, such as a moderated online or teleconference approach. The purpose of the caregiver support group is to share experiences and ideas to ease the stress of caregiving and to improve decision-making and problem-solving related to caregiving responsibilities.

Caregiver Training means an *FCSP Support Service* consisting of workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled and knowledgeable individual to assist caregivers in developing the skills and gaining the knowledge necessary to fulfill their caregiving responsibilities and address the areas of health, nutrition, and financial literacy.

Caregiver Case Management means an *FCSP Support Service* provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.

C. Program Requirements

Contractor agrees to:

1. **Program Requirements** means requirements found in the OAA, Title III, Part E, Sections 371 through 374; 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.
2. **Eligible Service Population** for Title III E means an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [OAA 032(3)].
3. **Priority Services for Title III E** means services provided to caregivers who care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers, who care for children with severe disabilities. [OAA 372(b)(1)-(2)]
4. Family Caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program.

A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

Older parents providing care to their adult child with disabilities can be served in FCSP if the adult child is 60 years of age or older.

The broader term “Caregiver” as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

5. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(40)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 8 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (22), which requires that the Care Receiver is unable to perform at least two activities of daily living [i.e., human assistance is needed for eating, toileting, walking, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.
6. **A Grandparent or Older Individual Who is a Relative Caregiver** [OAA 372(a)(2)] means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who:
 - a. Lives with the child;
 - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - c. Has legal relationship with child, such as legal custody or guardianship, or is raising the child informally.
7. **A Child** means an individual who is not more than 18 years of age or is an individual with a severe disability.

8. **Individual with Severe Disabilities** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more of major life activities:
- a. Self-care
 - b. Receptive and language
 - c. Learning
 - d. Mobility
 - e. Self-direction
 - f. Capacity Independent Living
 - g. Economic self-sufficiency
 - h. Cognitive functioning
 - i. Emotional adjustment
9. **Title III E (FCSP)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e) (1), the CDA has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the CDA publishes periodically, as necessary.

The following apply to the respite care (2) or supplemental services (3) categories:

- a. “Respite Care” is the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
- b. “Temporarily” means a brief period of relief or rest from a caregiver’s responsibilities during a limited time period, and

could be provided on the following basis

- (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
- (2) Occasional—Time off for the caregiver to attend a special event; and
- (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

c. Title III E funds cannot be used to support the following activities:

- (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
- (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly);
- (3) To supplement the service unit cost of “a participant day” at an adult day care program;
- (4) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
- (5) Providing ongoing assistance to a care receiver living alone;
- (6) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
- (7) One-time, end-of-the-year assistance without an identified individual caregiver need

10. In providing FCSP services to a family caregiver, or a grandparent or older individual who is a relative caregiver, priority shall be given for services under OAA, Sections 372(b) and 373(c)(2) to:

- a. Family Caregivers of older individuals 60 years of age or older [as defined in OAA, Section 102(a)(40)] with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction;
- b. Grandparents or other older relatives 55 years of age or older caring for children with severe disabilities; and
- c. Family Caregivers and Grandparents or relative caregivers 60 years of age or older [as defined in OAA, Section 102(40)] with greatest social need, with greatest economic need, and with particular attention to low- income individuals.

11. Contractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with Title III, Part E, Section 373(d) of the OAA.
12. 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.
13. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in Title III, Part E, Section 373(b) of the OAA; and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (NAPIS).
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.
15. Contractor agrees to:

Comply with the data standards of CDA that will be reported through the California Aging Reporting System (CARS)

Registered Services means data collection and reporting requirement including unduplicated client counts by characteristic, units of service, including in some cases ADLs/IADLs (see Service Categories and Data Dictionary document). Registered Services are client specific data using participant identification numbers for each client.

Non-Registered Services are services where it is not practical to collect client specific information or where requiring the client to register may serve as a barrier to receiving a service (see Service Categories and Data Dictionary document).

Contractors will be required to collect and document specific caregiver and care receiver data elements required for AAS.

CARS is the web-based system that is capable of providing the State

with client-level data of services provided. The system allows the State to compare service utilization patterns. Providers of the FCSP will not be required to submit data directly into the CARS system. AAS will submit data from the AAS Q system to the State via CARS. Providers will be required to collect and document the specific client—level data elements required for AAS. Attachment F is the current data element requirements from the State. Data elements that are identified as required for FCSP in the column titled “Required/Optional for Reporting” will be required for FCSP.

16. 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)];
17. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
18. Proof of age or citizenship shall not be required as a condition of receiving services; and
19. 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.

III. HEALTH PROMOTION PROGRAM

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 355 contacts as defined in Section B, at a minimum of five sites serving targeted population in San Mateo County.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 1,065 contacts as defined in Section B, at a minimum of five sites serving targeted population in San Mateo County.

B. Units of Definitions

To provide health risk assessments; routine health screening; nutrition counseling/education services; evidence-based health promotion; physical fitness, group exercise, music, art therapy, dance movement and programs for multigenerational participation; home injury control services; screening for the prevention of depression and coordination of other mental health services; medication management screening and education; gerontological and social service counseling; and education on preventative health services. Primary activities are normally on a one-to-one basis. If done as a group activity, each participant shall be counted as one contact unit.

Unit of service: One contact

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 IIID (Disease Prevention and Health Promotion Services) means program activities that have been demonstrated through rigorous evaluation to be evidence-based and effective. Programs may include a variety of activities to maintain or improve the physical, mental, and nutrition health of older persons.

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

Title III D funding may be used only for programs and activities which have been demonstrated to be evidence-based. A three-tiered criteria requirement has been specified by CDA. Title III D programs can fall within any of the three tiers including the minimal criteria:

1. Minimal Criteria

- a. Demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability and/or injury among older adults; and
- b. Ready for translation, implementation and/or broad dissemination by community-based organizations using appropriately credentialed.

2. Intermediate Criteria

- a. Published in a peer-review journal.
- b. Proven effective with older adult population, using some form of a control condition (e.g. pre-post study, case control design, etc.).
- c. Some basis in translation for implementation by community level organization.

3. Highest-level Criteria

- a. Undergone Experimental or Quasi-Experimental Design.
- b. Level at which full translation has occurred in a community site.
- c. Level at which dissemination products have been developed and are available to the public.

Health Promotion means:

- 1. Health risk assessments;
- 2. Routine health screening, which may include hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density, and nutrition screening;
- 3. Nutritional counseling and educational services for individuals and their primary caregivers;
- 4. Evidence-based health promotion programs (including programs related to the prevention and mitigation of the effects of chronic disease including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, falls prevention, physical activity and improved nutrition;
- 5. Programs regarding physical fitness, group exercise, and music therapy, art therapy, and dance-movement therapy, including programs for multigenerational participation that are provided by:

- a. an institution of higher education;
 - b. a local educational agency, as defined in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801); or
 - c. a community-based organization;
- 6. Home injury control services, including screening of high-risk home environments and provision of educational programs on injury prevention (including fall and fracture prevention) in the home environment;
- 7. Screening for the prevention of depression, coordination of community mental health services, provision of educational activities, and referral to psychiatric and psychological services;
- 8. Educational programs on the availability, benefits, and appropriate use of preventive health services covered under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.);
- 9. Medication management screening and education to prevent incorrect medication and adverse drug reactions;
- 10. Information concerning diagnosis, prevention, treatment, and rehabilitation concerning age-related diseases and chronic disabling conditions, including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders with neurological and organic brain dysfunction;
- 11. Gerontological counseling; and
- 12. Counseling regarding social services and follow up health services based on any of the services described in subparagraphs (A) through (K). The term shall not include services for which payment may be made under titles XVIII and XIX of the Social Security Act (42 U.S.C. 1395 et seq., 1396 et seq.).

Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:

- 1. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
- 2. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;

3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
4. Each service provider will:
 - Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
 - Establish appropriate procedures to safeguard and account for all contributions;
 - Donation letters may not resemble a bill or a statement [OAA §315(b)];
 - Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)];
5. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County; and
6. Proof of age or citizenship shall not be required as a condition of receiving services.
7. 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.
8. The following resources provide additional information and resources for implementing evidenced-based programs:
 - The National Council on Aging: <http://www.ncoa.org/improve-health/center-for-healthy-aging/about-evidence-based-programs.html>
 - The AoA Title III D evidence-based criteria and examples: http://www.aoa.gov/AoARoot/AoA_Programs/HPW/Title_IIID/index.aspx
 - The CDA list of resources for evidence-based programs: http://www.aging.ca.gov/ProgramsProviders/AAA/DiseasePrevention_and_Health_Promotion/
 - Area Plan Guidance and Requirements can be found at: <http://www.aging.ca.gov/ProgramsProviders/AAA/Planning/>

IV. TRANSPORTATION PROGRAM

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 875 trips.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 2,625 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 III B (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 NAPIS categories and NORS. [OAA321(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
MILLS-PENINSULA HEALTH SERVICES
FY 2014-15 FISCAL SUMMARY

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

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Adult Day Health Care Program services rendered \$11,465 in OAA funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Adult Day Health Care Program services rendered \$34,395 in OAA funds.

The maximum reimbursement for the Adult Day Health Care Program in Title IIIB OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed FORTY-FIVE THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$45,860).

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

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of FCSP services rendered \$6,534 for Category 1: Support Services.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of FCSP services rendered \$23,216 for Category 1: Support Services.

The maximum reimbursement for the FCSP in Title IIIE OAA funding during the

contract term July 1, 2014 through June 30, 2015, shall not exceed TWENTY-NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$29,750).

III. HEALTH PROMOTION PROGRAM

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Health Promotion Program services rendered \$10,030 in OAA funding.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Health Promotion Program services rendered \$30,090 in OAA funding.

The maximum reimbursement for the Health Promotion Program in Title IIID OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed FORTY THOUSAND ONE HUNDRED TWENTY DOLLARS (\$40,120).

IV. TRANSPORTATION PROGRAM

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Transportation Program services rendered \$5,391 in OAA funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Transportation Program services rendered \$16,174 in OAA 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 TWENTY-ONE THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS (\$21,565).

V. 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 \$4,150 in County General Funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of general program support \$12,930 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 SEVENTEEN THOUSAND EIGHTY DOLLARS (\$17,080).

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 (10th) 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 Mills Peninsula Health Services is \$137,295 in OAA funds and \$17,080 in County General Funds for general program support for a total amount of ONE HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$154,375) for the contract term July 1, 2014 through June 30, 2015.