

**AMENDMENT ONE TO AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND PENINSULA FAMILY SERVICE**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and the PENINSULA FAMILY SERVICE hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an agreement for the purpose of providing Congregate Nutrition, Employment, and Information and Assistance services on August 11, 2014.

WHEREAS, the parties wish to amend the agreement to increase funding by \$83,631 to \$111,509.

**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 ELEVEN THOUSAND FIVE HUNDRED NINE DOLLARS (\$111,509).

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.

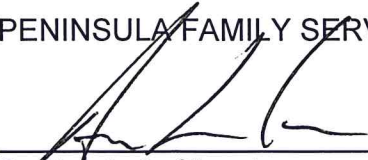
By: _____
President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

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

PENINSULA FAMILY SERVICE



Contractor's Signature

Date: 9-16-14

EXHIBIT A – AMENDMENT ONE

PENINSULA FAMILY SERVICE

FY 2014-15 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition, Employment, and Information and Assistance 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 1,721 senior congregate meals and one (1) nutrition education presentation.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 5,163 senior congregate meals and three (3) nutrition education presentations.

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 10th 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. EMPLOYMENT PROGRAM

A. Units of Service

Title IIIB – Employment

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 695 activities.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 2,086 activities.

B. Unit Definitions

Title IIIB Employment activities are designed to maintain or obtain part-time/full-time employment for older persons or to assist them in selecting and entering into a second career. This can be accomplished through activities including but not limited to career counseling, recruitment, assessment, training, job club, and job development.

Unit of Service: One activity

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

III. INFORMATION AND ASSISTANCE PROGRAM

The Information and Assistance (I&A) Program is available to any older adult age sixty (60) years of age and over and any person eighteen (18) and above with a disability, family members, friends or service providers seeking information and/or assistance to help with the target population. The following reflects the requirements for Title III clients, however contractors are expected to follow similar guidelines in providing information and assistance for adults with disabilities.

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 1,513 contacts of information and assistance services.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 4,538 contacts of information and assistance services.

B. Unit Definitions

Information and Assistance means a service that: A) provides individuals with information and services available within the communities; B) links

individuals to the services and opportunities that are available within the communities; and C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site “hits” are to be counted only if information is requested and supplied and the requirement in C) are satisfied. “Maximum extent practicable” includes offering a follow-up call to all individuals who were linked to a service. Individuals can remain anonymous and may refuse a follow-up call.

Unit of Service: One (1) contact

A contact is a face-to-face or telephone interaction for up to fifteen (15) minutes. Follow-up activities will be considered a separate contact and shall be reported as such.

C. Program Requirements

Program Requirements means Title III program requirements found in the [OAA, 42 United State Code §§ 3001-3058; 45 Code of Federal Regulations, XIII, 1321; California Code of Regulations (CCR), Title 22 § 7000 et seq; and California Department of Aging (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 IIIE) means individuals sixty (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. [Older Americans Act (OAA) § 305 (a)(2)(E)] [California Code Regulations (CCR), Title 22 §§ 7125, 7127, 7130 and 7135].

Priority Services means those services associated with access to services (transportation, outreach, information and assistance and case management); in-home services including supportive services for families of older individuals with Alzheimer’s disease and related disorders involving neurological and organic brain dysfunction; and legal assistance

Contractor agrees to:

Resource File and Printed Directory

1. Develop, maintain, and use an accurate, up-to-date resource file that contains information on available community resources, including information on assistive technology. The development and maintenance of this resource file(s) will be accomplished in conjunction with AAS;
2. Annually survey, in coordination with Aging and Adult Services, the social/human services available to older individuals in the community and compile and maintain a list of and information about those services including but not limited to the following:
 - a. Name, address and telephone number of the service provider;
 - b. Hours and days that the service provider is open for business;
 - c. Type of service(s) being provided;
 - d. Eligibility requirements for receipt of service(s);
 - e. Area served;
 - f. Application procedure to receive service(s);
 - g. Transportation available;
 - h. Wheelchair accessibility for individuals with disabilities; and
 - i. Language(s) spoken;
3. Have procedures to respond to interim information changes as the changes become known to the provider, in addition to the annual survey specified above;
4. Assist AAS in the development of any printed or online I & A directory for public distribution;

Information and Assistance

1. Contractor shall provide information and assistance to all older individuals in San Mateo County, with primary responsibility for the South County Community Service Area III which includes the cities of Atherton, Belmont, East Palo Alto, Menlo Park, Portola Valley, Redwood City, San Carlos, and Woodside.
2. Information means current facts and data including data on assistive technology ranging from a provider's name, telephone number and address to detailed data about community service systems, agency policies and procedures for application [CCR, Title 22 § 7533 (b)(1)].
3. Assistance means any of the following [CCR, Title 22 § 7533 (2)A-D]:
 - a. Assessing the needs of the inquirer;
 - b. Identifying appropriate and alternative resources to meet the inquirer's needs;
 - c. Specifying entities known to be suppliers of the products and/or

- services required to meet the identified needs; and
 - d. Referring and actively participating in linking the inquirer to needed services.
4. The main entry point to services within a planning and service area is the Title IIIB I & A Program. I & A staff assess individuals' needs and links them to local services or provides referrals to programs in other communities. In addition, I & A staff work with local agencies on disaster planning and preparedness activities to address the needs of older adults during local or statewide disasters.
 5. The I & A Program consists of information and referral services to older individuals on a variety of services such as food programs, public benefits, legal services, case management, transportation, housing and other issues as requested. In addition, the program staff are required to follow-up with consumers to ensure that when referrals are made, consumers actually receive the appropriate service. If additional referrals and/or advocacy are needed the staff will continue to work with consumers to resolve problems.
 6. I & A provider(s) shall intervene on behalf of the older individual to assist in establishing eligibility for a needed service provided the older individual has given permission for the I & A provider to do so.
 7. I & A provider(s) shall work closely with community legal and ombudsman programs established under federal law to assist older individuals in accessing advocacy services.
 8. I & A providers shall serve as a resource to and coordinate with other community I & A projects and with all other supportive services available in the community to enhance the accessibility and efficiency in delivery of services to older individuals.

Access

1. When I & A services are provided in a facility the following criteria shall apply. The facility shall:
 - a. Be open during the hours provided for as negotiated between AAS and the contractor;
 - b. Provide individuals with the requested service(s) no later than one working day after the individual's visit to the I & A facility;
 - c. Provide privacy when interviewing individuals to ensure confidentiality of information;
 - d. Be accessible to older adults and individuals with disabilities;
 - e. Be conveniently located near public transportation and have parking

- available in the vicinity; and
 - f. Be equipped with a telephone system, office, equipment and furniture.
2. When I & A services are provided through a telephone answering system the following criteria shall apply:
- a. The I & A telephone line shall be available to callers between 8:00 a.m. – 5:00 p.m., Monday through Friday;
 - b. The I & A provider shall attempt to make contact with any caller who leaves a message no later than one working day from the date the message was left;
 - c. The contact shall be made by telephone if a return telephone number is included in the message; and
 - d. If only a return address is provided the contact shall be in the form of a written response.

Follow-up

1. Follow-up shall consist of contacting either of the following as appropriate within thirty (30) days of the referral to ascertain if the older individual's service needs were met.
 - a. First an attempt shall be made to contact the older individual or person acting on behalf of the older individual, or
 - b. If contact with the person specified in (a.) cannot be made, the entity(ies) to which the older individual is referred shall be contacted.
2. If the follow-up is conducted with the entity(ies) to which the older individual was referred and reveals that the entity(ies) was (were):
 - a. Able to provide the needed service(s). Then record the result of the follow-up in accordance with item 3 below.
 - b. Unable to provide the needed service(s). The provider shall:
 - (1) Confirm the types of services the entity(ies) provides;
 - (2) Ascertain the service(s) the older individual requested/needed; and
 - (3) Attempt to provide another referral if appropriate to the older individual.
3. Contractor shall record and take action on the follow-up by maintaining either a manual or a computer file system to record the outcome of the referral. In addition the provider shall:
 - a. Update the information in the resource directory to reflect any changes in the service(s) being provided; and
 - b. Delete the names of organizations which are no longer in operation.

Multilingual Services

1. In areas where a substantial number of older adults as determined by AAS do not speak English as their primary language, the contractor shall have available a sufficient number of qualified bi/multilingual persons to ensure the provision of services. Both paid staff and volunteers and/or other interpretive services may satisfy this provision.
2. I & A providers shall claim bi/multilingual capabilities or advertise as a bi/multilingual service only if either of the following conditions are met:
 - a. Bi/multilingual service staff or volunteers are available during all of the hours that I & A services are available, or
 - b. The provider advertises the hours during which bi/multilingual services are available.

Confidentiality

1. Contractor, contractor's staff and/or volunteers shall not disclose any information about an older individual or information obtained from an older individual which in any way identifies that older individual without the written consent of the older individual or of that older individual's legal representative unless the disclosure is required by court order or for program monitoring by authorized federal, State or local monitoring agencies.
2. Protected information is to remain in a secure, locked file and/or in the case of computerized information system, password-secured or otherwise protected to protect the confidentiality of the client's records.

Publicity

1. Contractor shall publicize the availability of the services to individuals within the County. The publicity at a minimum shall include:
 - a. Name of the provider and telephone number for client use;
 - b. Services offered; and
 - c. Hours and days of operation.
2. Contractor shall be listed in the telephone directory in the geographical area it serves as follows:
 - a. White Page listing – SENIORS' INFORMATION or any other title commencing with the word SENIOR or SENIORS; and
 - b. Yellow Page listing – SENIORS' Services and ORGANIZATIONS.

Staffing

1. Contractor shall recruit management and staff who are experienced in I & A services and who demonstrate the ability to:

- a. Communicate clearly both orally and in writing to older individuals and to organizations in the community;
 - b. Understand and assess the needs of older individuals in delivering I & A services; and
 - c. Inform older individuals of the services available and assist them in utilizing these services.
2. Contractor may use volunteers to augment but not to replace paid staff.
3. Contractor's staff/volunteers shall:
 - a. Maintain the resource file specified and keep the information current;
 - b. Provide I & A to inquirers;
 - c. Follow-up in cases where referrals have been made; and
 - d. Collect statistical data on clientele to document the types of referral services that are in the highest demand.
4. Management and supervisory staff are to perform the following:
 - a. Determine number of staff including paid staff and volunteers required and the hours staff shall work;
 - b. Train paid staff and volunteers;
 - c. Implement personnel policies and practices including personnel evaluations of paid staff and volunteers at least annually; and
 - d. Provide new paid staff and volunteers with an orientation in federal law and the I & A principles.

Training

1. Contractor shall maintain a written plan for the provision of training to paid staff and volunteers. The training plan shall include elements of both:
 - a. Familiarize both paid staff and volunteers during orientation with the OAA; and
 - b. Define the role, purposes and function of the I & A service, the governing body and the administrative structure and policies of the service.
2. I & A staff shall have written procedures in place and should be trained at least annually on how to handle emergencies. As specified in CCR, Title 22, Division 1.8, Chapter 4, Article 2, § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises;
 - b. Techniques to obtain vital information from older individuals and

- persons with disabilities who require emergency assistance; and
- c. Making written emergency procedures and instructions available to all staff that have contact with older individuals or persons with disabilities.

Contributions

1. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA § 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; and
 - 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)]; and
 - (6) Individual client's donations shall not be tracked by accounts receivable [OAA § 315(b)(4)(C)].
2. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County.
3. Proof of age or citizenship shall not be required as a condition of receiving services.
4. 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.

Data Reporting

1. Monthly, quarterly and annual reports of data including units of service, client counts, demographics and other data as required by AAS and/or the CDA will be expected to be completed and submitted in a timely manner on required forms.

Program Changes

1. AAS shall be notified in writing and approve of (at least thirty (30) days in advance of implementation) any plan for change in the service resulting from the relocation of a facility, a route change or termination, reducing the number of service days and hours of operation or change in staff.

EXHIBIT B – AMENDMENT ONE

PENINSULA FAMILY SERVICE

FY 2014-15 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition, Employment, and Information and Assistance 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. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. CONGREGATE NUTRITION

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$8,890 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 \$26,669 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 THIRTY-FIVE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS (\$35,659).

II. EMPLOYMENT PROGRAM

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Title III B Employment services rendered \$9,076 in OAA funding.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Title III B Employment services rendered \$27,229 in OAA funding.

The maximum reimbursement for the Employment Program in OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed THIRTY-SIX THOUSAND THREE HUNDRED FIVE DOLLARS (\$36,305).

III. INFORMATION AND ASSISTANCE (I & A)

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of I & A services rendered \$6,807 in OAA IIIB funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of I & A services rendered \$20,421 in OAA IIIB funds.

The maximum reimbursement for the I & A Program in Title IIIB OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed TWENTY-SEVEN THOUSAND TWO HUNDRED TWENTY-EIGHT DOLLARS (\$27,228).

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 \$3,080 in County General Funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of general program support \$9,237 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 THREE THOUSAND EIGHTY DOLLARS (\$12,317).

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 closing report with supporting documentation of expenses by **July 23, 2015 for Funding Periods A and B.**

Documentation should include the following:

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

The maximum reimbursement for contracted services between San Mateo County AAS and Peninsula Family Service is \$99,192 in OAA funds and \$12,317 in County General Funds for general program support for a total amount of ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED NINE DOLLARS (\$111,509) for the contract term July 1, 2014 through June 30, 2015.