

**AMENDMENT THREE TO AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND SELF HELP FOR THE ELDERLY**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"  
and Self Help for the Elderly hereinafter called "Contractor";

**W I T N E S S E 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 amended agreement for the purpose of providing Congregate Nutrition, Home Delivered Meals, Supplemental Home Delivered Meals, Health Insurance Counseling and Advocacy Program (HICAP), HICAP Financial Alignment, HICAP Medicare Improvements for Patients and Providers Act (MIPPA), and Information and Assistance program services on January 16, 2015.

WHEREAS, the parties wish to amend the agreement language in Exhibit B.

**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 B - FY 2014-15 Fiscal Summary – Amendment Three

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 Three, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A – Amendment Two.

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 Exhibits A, C, and E, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B – Amendment Three, Exhibits D and F. 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 FIVE HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$521,790).

4. Exhibit B – Amendment Two of the amended agreement is deleted and replaced and incorporated herein as Exhibit B – Amendment Three as attached.
5. **All other terms and conditions of the agreement dated September 19, 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.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Purchasing Agent

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

SELF HELP FOR THE ELDERLY

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

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

## **EXHIBIT B – AMENDMENT THREE**

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

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

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition, Home Delivered Meals and Supplemental Home Delivered Meals, Information and Assistance, and a Transportation Program. Services described in this Exhibit B – Amendment Three 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; Funding Period B, October 1, 2014 through June 30, 2015; Funding Period C, July 1, 2014 through March 30, 2015; and Funding Period D, April 1, 2015 through June 30, 2015. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

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

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

**Funding Period A, July 1, 2014 through September 30, 2014:** AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$15,607 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 \$51,541 for meals/baseline services and \$75 for nutrition education in Title III C1 OAA funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA funding during the contract term July 1, 2014 through June 30, 2015 shall not exceed SIXTY-SEVEN THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS (\$67,248).

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

**Funding Period C, July 1, 2014 through March 31, 2015:** AAS will pay Contractor in consideration of HICAP services rendered \$83,456 in Insurance Fund Reimbursement, \$41,711 in State HICAP Funds, and \$112,478 in Federal

SHIP Funds.

**Funding Period D, April 1, 2015 through June 30, 2015:** AAS will pay Contractor in consideration of HICAP services rendered \$27,819 in Insurance Fund Reimbursement, \$13,903 in State HICAP Funds, and \$29,168 in Federal SHIP Funds.

The maximum reimbursement for the HICAP during the contract term July 1, 2014 through June 30, 2015 shall not exceed THREE HUNDRED EIGHT THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS (\$308,535).

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

**Funding Period A, July 1, 2014 through September 30, 2014:** AAS will pay Contractor in consideration of Home Delivered Meals (HDM) services rendered \$7,303 for meals/baseline services, \$25 for nutrition education and \$25 for nutrition counseling in Title III C2 OAA fund.

**Funding Period B, October 1, 2014 through June 30, 2015:** AAS will pay Contractor in consideration of HDM services rendered \$21,906 for meals/baseline services, \$75 for nutrition education and \$75 for nutrition counseling in Title III C2 OAA funds and \$114 in Special Nutrition Funds for meals/baseline services.

The maximum reimbursement for the HDM Program in Title IIIC2 OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed TWENTY-NINE THOUSAND FIVE HUNDRED TWENTY-THREE DOLLARS (\$29,523).

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

**Funding Period A, July 1, 2014 through September 30, 2014:** AAS will pay Contractor in consideration of Supplemental Home Delivered Meals (SHDM) services rendered \$954 funds in MOW Trust Funds.

**Funding Period B, October 1, 2014 through June 30, 2015:** AAS will pay Contractor in consideration of SHDM services rendered \$2,862 funds in MOW Trust Funds.

The maximum reimbursement for the SHDM Program in MOW Trust funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed THREE THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS (\$3,816).

**V. INFORMATION AND ASSISTANCE**

**Funding Period A, July 1, 2014 through September 30, 2014:** AAS will pay Contractor in consideration of Information and Assistance Program services rendered \$6,807 in Title IIIB OAA funds.

**Funding Period B, October 1, 2014 through June 30, 2015:** AAS will pay Contractor in consideration of Information and Assistance Program services rendered \$20,422 in Title IIIB OAA funds.

The maximum reimbursement for the Information and Assistance 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 NINE DOLLARS (\$27,229).

## **VI. 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 \$13,588 in County General Funds.

**Funding Period B, October 1, 2014 through June 30, 2015:** AAS will pay Contractor in consideration of general program support \$40,756 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 FIFTY-FOUR THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS (\$54,344).

Contractor agrees to the following:

- A. Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. The final date to submit a budget revision is April 15 of the contract period unless otherwise specified by the County;

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

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

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

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

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

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

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

- G. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget [2 CFR, Part 200], Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- H. Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
  - Accounting Records;
  - Internal Control;
  - Budgetary Control;
  - Allowable Costs;
  - Source Documentation; and
  - Cash Management;
- I. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- J. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
  - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
  - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.
1. The required minimum program matching contributions for Title III B, III C, and III D is 10.53 percent;
  2. The required minimum program matching contributions for Title III E is 25 percent;
  3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
  4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;

5. Matching contributions generated in excess of the minimum required are considered overmatch; and
  6. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E;
- K. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- L. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- M. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

#### **Program Income**

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and



7. May not be used to meet the matching requirement of this Agreement;

- N. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- O. A mid-year review, scheduled for January 2015, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- P. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2015 will be due by July 7, 2015, to facilitate timely payment;
- Q. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- R. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period; and
- S. Submit a 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 Self Help for the Elderly \$463,630 in OAA and Special Nutrition Funds, \$3,816 in MOW Trust funds, and \$54,344 in County General Funds for general program support for a total amount of FIVE HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$521,790) for the contract term July 1, 2014 through June 30, 2015.