

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

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

W I T N E S S E 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 ombudsman services on July 26, 2005 by Resolution 67461; and

WHEREAS, the parties wish to amend the Agreement to include investigation and monitoring of residential care facilities for those under 60 years of age

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

1. Section 3. Payments is amended to read as follows:

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 contract exceed TWO HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$293,581).

2. Original Schedule A is replaced with Revised Schedule A, (rev.October 31, 2005).
3. Original Schedule B is replaced with Revised Schedule B, (rev.October 31, 2005).
4. **All other terms and conditions of the agreement dated July 26, 2005, between the County and Contractor shall remain in full force and effect.**

**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: \_\_\_\_\_  
Richard Gordon, President, Board of Supervisors,  
San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.

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

Date: 11/8/05

## SCHEDULE A – FIRST AMENDMENT

### OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.

#### FY 2005-2006 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Ombudsman Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2005 through June 30, 2006. This program shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. A monitoring will be conducted annually and onsite, in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual compliance.

#### I. OMBUDSMAN PROGRAM

##### 1. Units of Service

Contractor agrees to provide a minimum of 500 units of community education/advocacy; 9,000 units of complaint/abuse investigation and facility monitoring for a minimum of 1,300 unduplicated cases for clients in long term care facilities for the elderly and; 1,200 hours of volunteer recruitment for recruiting a minimum of 10 volunteers. Contractor also agrees to provide a minimum of 400 units of community education/advocacy and 400 units of complaint/abuse investigation and facility monitoring for a minimum of 120 unduplicated cases in adult residential facilities for the developmentally disabled.

##### 2. Unit Definitions

**Community Education:** To provide in-service training, consultation and information to facility staff, resident councils, community groups, families and individuals regarding long-term care.

**Unit of Service: One hour**

**Complaint/Abuse Investigation and Facility Monitoring:** To participate in activities related to receiving, verifying, investigating, and resolving a complaint. Includes all hours spent in facilities by staff or volunteers, traveling to or from facilities, and completing required records.

**Unit of Service: One hour**

**Volunteer Recruitment:** To engage in activities directed towards the recruitment and training of volunteer workers (need not be over 60 years of age).

**Unit of Service: One hour**

##### 3. Program Requirements

a. Contractor agrees to provide ombudsman services in accordance with the California Department of Aging and the Area Agency on Aging requirements.

b. Contractor agrees to submit monthly reports that specify the number of individual referrals received and monthly reports that include multiple referrals.



## **SCHEDULE B – FIRST AMENDMENT**

### **OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.**

#### **FY 2005-2006 DESCRIPTION OF SERVICES**

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Ombudsman Program. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2005 through June 30, 2006. This program shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County.

#### **I. OMBUDSMAN PROGRAM**

Aging and Adult Services will pay the contractor in consideration of services rendered through OAA and County general funds, the rate of one-twelfth of the total reimbursement for this program per month.

The maximum reimbursement for the Ombudsman Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed TWO HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$293,581).

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

A mid-year review, scheduled for January, 2006 will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

In addition, Contractor agrees to:

- a. Submit client intake forms as appropriate and monthly program reports and invoices by the tenth (10<sup>th</sup>) of each month. (Invoices submitted more than two months past the month of service may not be reimbursed. Statistical reports submitted more than one month past the month of service may result in withholding of payments until reports are brought current.);
- b. Offer services throughout the twelve-month contract period, unless prior written approval is received from Aging and Adult Services; and
- c. Submit an audited financial statement by December 31, 2006.
- d. Submit a closing report by July 31, 2006.

Ombudsman Services of San Mateo County, Inc. – Schedule B, (rev. October 31, 2005)

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Ombudsman Services of San Mateo County, Inc., is \$195,619 in Older Americans Act funds, \$50,000 in County general funds to serve individuals under 60 years of age in residential care facilities, and \$47,962 in County general funds for general program support. The total amount of this agreement shall not exceed TWO HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$293,581) for the contract term of July 1, 2005 to June 30, 2006.