

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF SOUTH SAN FRANCISCO, 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 Agreement 67461 for Congregate Nutrition and Adult Day Care services on July 26, 2005; and

WHEREAS, the parties wish to amend the Agreement to increasing the units of service and funding for the Congregate Nutrition and Adult Day services of the Agreement by \$12,944 for a total of \$137,545:

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

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

**3. Payments.**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A (revised 02/06), County shall make payment to Contractor based on the rates and in the manner specified in Schedule B (revised 02/06). 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS (\$137,545).

2. Section 11, G. is amended to read as follows:

**11. Non-Discrimination and Other Requirements**

G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor

shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

3. Schedule A and Schedule B of the Original Agreement are deleted and replaced and incorporated herein as Schedule A (revised 02/06) and Schedule B (revised 02/06) as attached.
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.**

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

CITY OF SOUTH SAN FRANCISCO

Joseph Haurker  
Contractor's Signature

Date: 2/16/06

## SCHEDULE A – AMENDMENT ONE

### CITY OF SOUTH SAN FRANCISCO

#### FY 2005-2006 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Adult Day Care Program, and a Congregate Nutrition Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2005 through June 30, 2006. These programs 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. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

#### I. ADULT DAY CARE PROGRAM

1. Units of Service

Contractor agrees to provide 71 unduplicated clients with 6,237 days of attendance.

2. Unit Definitions

**Adult Day Care:** To provide a day of attendance for an eligible client at a facility or center.

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

3. Program Requirements

Contractor agrees to:

- a. Be licensed by the State of California and conform to State regulations.
- b. 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.
- c. Offer a daily nutrition program.
- d. 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.

## I. CONGREGATE NUTRITION PROGRAM

### 1. Units of Service

Contractor agrees to provide 231 unduplicated clients with 9,382 senior congregate meals at the El Camino Senior Center, 100 unduplicated clients with 5,784 senior congregate meals at the Magnolia Senior Center, and four nutrition education presentations at each site (total of eight).

### 2. Unit Definitions

**Meal:** To provide a minimum of one-third of the current Recommended Dietary Allowance for adults.

**Unit of Service: One meal**

**Nutrition Education:** To provide regularly scheduled educational programs on nutrition, diet and health promotion issues. Programs and materials are to be approved by a qualified dietician or nutritionist. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program clients.

**Unit of Service: One presentation**

### 3. Program Requirements

Contractor agrees to:

- a. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging Title III Program Manual and current California Uniform Retail Food Facilities Law (CURFFL).
- b. Operate the program three days of service each week, Tuesday, Thursday and Friday at the El Camino Senior Center and four days a week, Monday, Wednesday, Friday and Saturday, at the Magnolia Senior Center.

**SCHEDULE B – AMENDMENT ONE**

**CITY OF SOUTH SAN FRANCISCO**

**FY 2005-2006 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Adult Day Care Program, and a Congregate Nutrition Program. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2005 through June 30, 2006. These programs 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. Funds shall be utilized to subsidize the fees of seniors who are unable to pay the full cost of services.

**I. ADULT DAY CARE PROGRAM**

Aging and Adult Services will pay the contractor in consideration of services rendered through OAA funds, the rate of \$12.00 per day.

The maximum reimbursement for the Adult Day Care Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed SEVENTY-SIX THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$76,444).

**II. CONGREGATE NUTRITION PROGRAM**

Aging and Adult Services will pay the contractor in consideration of services rendered through combined Older Americans Act and Nutrition Services Incentive Program (NSIP) funds, the rate of \$3.70 per senior meal.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed FIFTY-SIX THOUSAND ONE HUNDRED FOURTEEN DOLLARS (\$56,114).

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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, 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, 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

City of South San Francisco – Schedule B

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 a closing report by July 31, 2006.

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and City of South San Francisco is \$132,558 in Older Americans Act and NSIP funds, and \$4,987 in County General Funds for general program support for a total amount of ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS (\$137,545) for the contract term July 1, 2005 through June 30, 2006.