

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 16 day of February, 2006, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY SERVICE AGENCY, 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 including Transportation, Case Management, and Senior Employment Program services on July 26, 2005; and

WHEREAS, the parties wish to amend the Agreement increasing funding for Congregate Nutrition including Transportation and Senior Employment Program services by \$1,144 for a total of \$249,257:

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 TWO HUNDRED FORTY-NINE THOUSAND TWO HUNDRED FIFTY-SEVEN DOLLARS (\$249,257).

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

FAMILY SERVICE AGENCY



Contractor's Signature

Date: 2/16/06

SCHEDULE A – AMENDMENT ONE

FAMILY SERVICE AGENCY

FY 2005-2006 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program (including transportation), and the Senior Employment Programs. 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. CASE MANAGEMENT PROGRAM

1. Units of Service

Contractor agrees to provide 24 unduplicated clients with the following services: 240 units of case monitoring, 30 units of comprehensive assessments, and 24 units of general assessments.

2. Unit Definitions

Case Monitoring: To determine quality and effectiveness of services provided to a client according to an individualized care plan, to maintain periodic client contact to determine if change has occurred, and to take appropriate action including advocacy, referral, and encouraging and assisting the client to overcome barriers to access.

Unit of Service: One hour

Comprehensive Assessment: To collect information about a client with multiple needs (social, environmental, physical and emotional), identify problems, determine eligibility and needed supportive services to meet those needs. Additional outcomes of the assessment are a determination of a client's functional capacity to live independently, the system, if any, that supports independent functioning, and what additional assistance is needed to sustain as much independence as possible. The assessment must be conducted in a home visit with the client by a case management social worker. When appropriate, an informal support person may be in attendance.

Unit of Service: One hour

General Assessment: To collect information about a client with multiple needs (social, environmental, physical, and emotional), identify problems, determine eligibility and needed support services to meet those needs. Does not require a home visit.

Unit of Service: One hour

3. Program Requirement

Contractor agrees to:

- a. Employ at least a half-time, licensed social worker who shall function as a liaison between Aging and Adult Services (AAS);
- b. Provide ongoing supervision to the social worker;
- c. Ensure that the Spanish-speaking community is aware of the availability of social work services for at-risk older adults and adults with disabilities and encourage the use of those services;
- d. Provide local access to TIES line services; social worker shall attend the Adult Abuse Prevention Collaborative;
- e. Provide short-term case management services for at-risk older adults and adults with disabilities that are consistent with Aging and Adult Services Response Criteria;
- f. Coordinate with AAS on cases, as needed;
- g. Refer all cases of suspected elder and dependent adult abuse to AAS;
- h. Refer all appropriate individuals who have received either general or comprehensive assessments to the County's Centralized Intake Unit or TIES, when it appears these individuals are in need of direct County services (e.g., In-Home Supportive Services, conservatorship);
- i. Provide back-up coverage when the social worker is on vacation, on sick leave, or out of the office during normal business hours. Back-up person shall have access to and be able to present information from client files to Adult Protective Services, Police, Fire, and other appropriate professionals; and
- j. Provide translation assistance for elder abuse cases involving Spanish-speaking clients referred to Aging and Adult Services.

Aging and Adult Services shall:

- a. Accept appropriate referrals from liaison; investigate, complete reports, Family Service Agency – Schedule A

and follow up, as necessary, on all suspected elder and dependent adult abuse reported by the liaison; and

- b. Assign AAS Community Liaison/Social Worker for consultation purposes. This role shall include, but not be limited to: orientation to AAS standards, information about community resources, case consultation as needed, case review on a minimum of a quarterly time frame for utilization review, and provision of updates on policies and/or regulatory changes.

II. CONGREGATE NUTRITION PROGRAM

1. Units of Service

Contractor agrees to provide 355 unduplicated clients with 9,500 senior congregate meals, four nutrition education programs, and 30 unduplicated clients with 5,030 units of transportation.

2. Unit Definitions

Meals: 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

Transportation: To take a client from one location (home, senior center facility, etc.) to another using agency owned/operated vehicle or paying for paratransit services.

Unit of Service: One one-way trip

Medical Trips: To assist a client who has exhausted all other transportation resources with a medical trip.

Unit of Service: One round-trip

Shopping Assistance: To assist a client with access to banking or shopping needs by providing transportation.

Unit of Service: One round-trip

3. Program Requirements

Contractor agrees to:

Family Service Agency – Schedule A

- 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 five days of service each week, Monday through Friday.
- c. Coordinate services with all other relevant transit, especially paratransit services available from Redi-Wheels and Redi-Coast.
- d. Bill additional transportation services to the contract only if the client is allowed to pay a suggested contribution and will not be denied services if he/she is unable to pay.
- e. Provide transportation for clients of senior centers as the established priority. Agencies should provide additional shopping assistance or medical trips only if there is a defined need and only if resources permit.

III. SENIOR EMPLOYMENT PROGRAMS

1. Units of Service

Title IIIB – Employment/Second Career Program

Contractor agrees to provide 295 unduplicated seniors with a total of 87 placements and 1,054 community education units.

Title V - Senior Community Services Employment Program

Contractor will also provide 27 unduplicated seniors with 19 subsidized and five unsubsidized placements.

2. Unit Definitions

Community Education: To educate groups of individuals, their families, friends, and community organizations/facility staff of the rights, benefits and entitlements for older adults, especially in the area of senior employment.

Unit of Service: One hour

Placement: To assist an older adult in securing appropriate part-time/full-time employment.

Unit of Service: One placement

Family Service Agency – Schedule A

3. Program Requirements

Contractor agrees to provide these services in accordance with Title III/V of the Older Americans Act and all applicable state and local standards.

SCHEDULE B – AMENDMENT ONE

FAMILY SERVICE AGENCY

FY 2005-2006 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program (including transportation), and the Senior Employment Programs. 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 used to subsidize the fees of clients who are unable to pay the full cost of services.

I. CASE MANAGEMENT PROGRAM

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

The maximum reimbursement for the Case Management Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed TEN THOUSAND DOLLARS (\$10,000).

II. CONGREGATE NUTRITION PROGRAM

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

Aging and Adult Services will pay the contractor in consideration of services rendered through OAA funds, the rate of \$2.00 per transportation unit.

Aging and Adult Services will pay the contractor a total of \$837 for equipment and supplies for the Congregate Nutrition Program.

The maximum reimbursement for the Congregate Nutrition Program contract term July 1, 2005 through June 30, 2006 shall not exceed FORTY-SIX THOUSAND FORTY-SEVEN DOLLARS (\$46,047).

III. SENIOR EMPLOYMENT PROGRAMS

The maximum reimbursement for the Title IIIB, Employment/Second Career Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed NINETEEN THOUSAND DOLLARS (\$19,000).

The maximum reimbursement for the Title V, Senior Community Services Employment Program during the contract term July 1, 2005 through June 30, 2006 is increased by \$307 for additional program support for a new total that shall not exceed ONE HUNDRED AND SIXTY-FOUR THOUSAND SIX HUNDRED EIGHTY-SEVEN DOLLARS (\$164,687).

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 (10th) 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 a closing report by July 31, 2006.

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and the Family Service Agency is \$239,734 in Older Americans Act funds, and \$9,523 in County General Funds for general program support for a total amount of TWO HUNDRED AND FORTY-NINE THOUSAND TWO HUNDRED FIFTY-SEVEN DOLLARS (249,257) for the contract term July 1, 2005 through June 30, 2006.