

**AMENDMENT ONE TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PENINSULA VOLUNTEERS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the PENINSULA VOLUNTEERS, 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 Agreement 67461 for Adult Day Care, Alzheimer's Day Care Resource Center, Meals on Wheels, and Supplemental Meals on Wheels services on July 26, 2005; and

WHEREAS, the parties wish to amend the Agreement increasing funding for Adult Day Care and Meals on Wheels services by \$14,226 for a total of \$485,522:

**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 FOUR HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED TWENTY-TWO DOLLARS (\$485,522).

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

PENINSULA VOLUNTEERS, INC.

*Michelle Knapik*  
Contractor's Signature

Date: 2/17/06



## SCHEDULE A – AMENDMENT ONE

### PENINSULA VOLUNTEERS, 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 Adult Day Care Program, an Alzheimer's Day Care Resource Center Program, and the Meals on Wheels and Supplemental Meals on Wheels 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. ADULT DAY CARE PROGRAM

##### 1. Units of Service

Contractor agrees to provide 136 unduplicated clients with 8,688 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.

## II. ALZHEIMER'S DAY CARE RESOURCE CENTER (ADCRC) PROGRAM

### 1. Units of Service

Contractor agrees to provide 32 unduplicated clients with four community education sessions, 2,727 days of attendance, 395 hours of family counseling and training, 20 in-service staff training sessions, nine professional service provider sessions, and 32 support group sessions.

### 2. Unit Definitions

**Community Education:** Presentations will be conducted alone or jointly with other community providers to provide needed information to professionals and service providers in the community.

**Unit of Service: One session**

**Day of Attendance:** To provide an environment designed to accommodate participants experiencing moderate to severe stages of Alzheimer's Disease. Program to include dementia specific services and a noon meal.

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

**Family Counseling/Training:** Trained social workers or other professionals on staff to provide counseling to assist families by referring them to specific resources in the area to address dementia-related issues in depth.

**Unit of Service: One hour**

**In-Service Staff Training:** Conduct training sessions for staff and volunteers that emphasize understanding dementia.

**Units of Service: One session**

**Professional Service Providers Sessions:** Use student intern programs to provide training for professional services providers in the community.

**Units of service: One session**

**Support Group Sessions:** Sessions conducted for caregivers through caregiver support groups and other caregiver activities no fewer than nine times per year by staff associated with the ADCRC or by arrangement with other support group providers in the local community.

**Unit of Service: One session**

### 3. Program Requirements

Contractor agrees to:

- a. Provide services to meet the special care needs of participants with dementia, concentrating on participants in the moderate to severe

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ranges of disability due to dementia. Provide respite relief, counseling and referral to other services for families and caregivers. The ADCRC must conduct dementia appropriate, specifically designed activities related to social, cognitive and physical functioning as well as activities of daily living, that maintain the dignity of each individual and use available skills and knowledge.

- b. Provide physical facilities that include safeguards to protect the participants' safety. The ADCRC must have a written plan for emergency preparedness including evacuation in the event of fire, earthquake, or other potentially life threatening disaster.
- c. Develop a written plan of care for each participant based upon functional capacity and services needed and available within the context of the day care program and its resources. Care planning should include multidisciplinary input.
- d. Provide or arrange for a nutritious noon meal for participants that provides one-third of the Recommended Dietary Allowance for older persons. Morning and afternoon snacks should also be available.
- e. Provide directly or arrange for transportation so that clients can get to the ADCRC site. If the site provides transportation directly, all laws and regulations pertaining to vehicle maintenance, the qualification of drivers, and insurance shall be followed to assure safety.
- f. Conduct community outreach activities and provide Alzheimer's Disease educational and informational materials to the community.

### III. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

#### 1. Units of Service

Contractor agrees to provide 350 unduplicated senior clients with 50,000 senior home delivered meals, 40 unduplicated clients with 6,429 supplemental home delivered meals, four nutrition education presentations, and 50 units of nutrition counseling.

#### 2. Unit Descriptions

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

**Units of Service: One meal**

**Nutrition Education:** To provide regularly scheduled educational presentations on nutrition, diet and health promotion issues. Materials for nutrition education presentations are to be approved by a qualified dietician or nutritionist. Handout materials may be used as the sole education component for home delivered meal program clients.

**Unit of Service: One presentation**

**Nutrition Counseling:** To provide individual dietary evaluation and counseling performed by a dietitian or nutritionist, which relate to normal or therapeutic nutritional needs. Nutrition counseling may be made either in person or by telephone.

**Unit of Service: One hour**

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, current California Uniform Retail Food Facilities Law (CURFFL) and policies and procedures as set forth in Meals on Wheels Policy (rev 11/96.)
- b. Operate the program five days of service each week, Monday through Friday. Weekend and extra meal service shall be provided in accordance with Meals on Wheels Policy.
- c. Provide nutrition counseling for clients of Meals on Wheels and Supplemental Meals on Wheels who require the service, who are referred by physician's order for special diets, and who are determined by the Nutritional Screening Initiative to be at risk.
- d. Participate in Meals on Wheels Coalition meetings.



## **SCHEDULE B – AMENDMENT ONE**

### **PENINSULA VOLUNTEERS, INC.**

#### **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, an Alzheimer's Day Care Resource Center Program, and the Meals on Wheels and Supplemental Meals on Wheels 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 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.

Aging and Adult Services will pay the contractor a total of \$6,205 for equipment and supplies for the Adult Day Care Program.

The maximum reimbursement for the Adult Day Care Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed ONE HUNDRED TEN THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$110,461).

#### **II. ALZHEIMER'S DAY CARE RESOURCE CENTER (ADCRC) 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 ADCRC Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed SIXTY THOUSAND DOLLARS (\$60,000).

#### **III. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS**

Aging and Adult Services will pay the contractor in consideration of services rendered through combined Older Americans Act and Nutrition Services Incentive Program funds, the rate of \$5.00 per senior home delivered meal, and

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through the Meals on Wheels Trust, the rate of \$6.00 per supplemental meal.

Aging and Adult Services will pay the contractor a total of \$8,021 for equipment and supplies for the Meals on Wheels Program.

The maximum reimbursement for the Meals on Wheels Program for the contract term July 1, 2005 through June 30, 2006 shall not exceed TWO HUNDRED FIFTY-EIGHT THOUSAND TWENTY-ONE DOLLARS (\$258,021).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed THIRTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-FOUR DOLLARS (\$38,574).

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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 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 Peninsula Volunteers, Inc., is \$467,056 in Older Americans Act, NSIP and Meals on Wheels Trust funds, and \$18,466 in County General Funds for program support for a total amount of FOUR HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED TWENTY-TWO DOLLARS (\$485,522) for the contract term July 1, 2005 through June 30, 2006.