

**AMENDMENT ONE TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CATHOLIC CHARITIES, CYO**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CATHOLIC CHARITIES, CYO, 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, 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 \$10,500 for a total of \$570,910:

**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 FIVE HUNDRED SEVENTY THOUSAND NINE HUNDRED TEN DOLLARS (\$570,910).

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

CATHOLIC CHARITIES, CYO



Brian F. Cahill,  
Executive Director

Contractor's Signature

Date: 2/21/2006

## SCHEDULE A – AMENDMENT ONE

### CATHOLIC CHARITIES, CYO

#### 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 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 100 unduplicated clients with 5,611 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. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

### 1. Units of Service

Contractor agrees to provide 560 unduplicated senior clients with 80,000 senior home delivered meals, 70 unduplicated clients with 11,910 supplemental home delivered meals, four units of nutrition counseling, and 68 units of nutrition education.

### 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 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 provided either in person or by telephone.

**Unit of Service: One hour**

**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**

### 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

Catholic Charities – Schedule A

by the Nutritional Screening Initiative to be at risk.

- d. Participate in Meals on Wheels Coalition meetings.

## **SCHEDULE B – AMENDMENT ONE**

### **CATHOLIC CHARITIES, CYO**

#### **FY 2005-06 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 the Meals on Wheels and Supplemental Meals on Wheels Programs. Services described in this Schedule B reflect program funding and payment method 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.

Aging and Adult Services will pay the contractor a total of \$5,250 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 SEVENTY-TWO THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS (\$72,582).

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

Aging and Adult Service 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 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 \$5,250 for equipment and supplies for the Meals on Wheels Program.

The maximum reimbursement for the Meals on Wheels Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed FOUR HUNDRED FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$405,250).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed SEVENTY-ONE THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$71,460).

Catholic Charities – Schedule B



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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 Catholic Charities, CYO is \$549,292 in Older Americans Act, NSIP and Meals on Wheels Trust funds, and \$21,618 in County General Funds for general program support for a total amount of FIVE HUNDRED SEVENTY THOUSAND NINE HUNDRED TEN DOLLARS (\$570,910) for the contract term July 1, 2005 through June 30, 2006.

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