

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

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 DALY CITY, 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, Health Promotion/Disease Prevention and Family Caregiver Support services on July 26, 2005; and

WHEREAS, the parties wish to amend the Agreement increasing the units of service and funding for Congregate Nutrition and Community Services by \$20,680 for a total of \$110,175.

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, County shall make payment to Contractor based on the rates and in the manner specified in Schedule 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 Agreement exceed ONE HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$110,175).

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 revised and incorporated herein as Schedule A and Schedule B 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

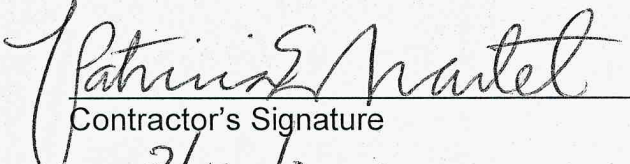
By: _____
Jerry Hill, President, Board of Supervisors, San
Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF DALY CITY



Contractor's Signature
Date: 2/14/2006

SCHEDULE A – AMENDMENT ONE

CITY OF DALY CITY

FY 2005-2006 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Congregate Nutrition Program, a Disease Prevention/Health Promotion Program, and the Family Caregiver Support Program for Caregiver Support. 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. COMMUNITY SERVICES

1. Units of Service

Contractor agrees to provide two community education workshops on cultural competence to a total of 100 persons, and 100 units of outreach to 100 unduplicated persons in the Chinese community.

2. Unit Definitions

Community Education/Workshops: Trainings conducted alone or jointly with other community providers to provide needed information to consumers, professionals and service providers in the community.

Unit of Service: One workshop

Outreach: To provided information and encouragement about existing services and benefits to individuals. Primary outreach activity will be on a one-to-one basis, except when specifically targeted group presentations are deemed more appropriate for a particular outreach need. In such cases, the service provider shall assure that all participants will be counted in this unit.

Unit of Services: One client contact

II. CONGREGATE NUTRITION PROGRAM

1. Units of Service

Contractor agrees to provide 350 unduplicated clients with 5,106 senior congregate meals at Lincoln Park Senior Center, 850 unduplicated clients with 13,794 senior congregate meals at Doelger Senior Center, and four nutrition education presentations at each site (total of eight).

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

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 five days of service each week, Monday through Friday at both Lincoln Park and Doelger Senior Centers.

III. **DISEASE PREVENTION/HEALTH PROMOTION PROGRAM**

1. Units of Service

Contractor agrees to provide 320 clients with 20 units of community education/advocacy and 120 units of health screening.

2. Unit Definitions

Community Education/Advocacy: This activity includes educational presentations on specific health-related topics such as smoking cessation, cancer prevention, nutrition, etc.

Unit of Service: One hour

Health Screening: To provide a brief examination to determine the need for more in-depth medical evaluation and referral, when appropriate. This may include screening for cardiovascular disease, osteoporosis, diabetes, depression, vision problems, and other health issues affecting older adults and adults with disabilities.

Unit of Service: One hour

3. Program Requirements

Contractor agrees to:

- a. Provide this service in accordance with the guidelines set forth in the Disease Prevention and Health Promotion Services Request for Proposals, Title IIID Older Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County Aging and Adult Services.

IV. FAMILY CAREGIVER SUPPORT PROGRAM (CAREGIVER SUPPORT)

1. Units of Service

Contractor agrees to provide a minimum of 46 unduplicated clients with 72 units of caregiver support group, and 150 unduplicated clients with caregiver training in 36 training series of four modules each for a total of 144 units.

2. Unit Definitions

Caregiver Support Group: A group of three to twelve caregivers led by a competent facilitator, having the purpose of providing the caregivers with a forum to exchange "histories," information, encouragement, hope and support.

Unit of Service: One hour meeting

Caregiver Training: A workshop or one-on-one session to assist caregivers to develop the skills necessary to perform caregiving activities, including decision-making and problem-solving.

Unit of Service: One contact

3. Program Requirements

Contractor agrees to:

- a. Provide this service in accordance with the guidelines set forth in the Aging and Adult Services Request for Proposals, the Title IIIE Older Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County Aging and Adult Services.

SCHEDULE B – AMENDMENT ONE

CITY OF DALY CITY

FY 2005-2006 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Congregate Nutrition Program, a Disease Prevention/Health Promotion Program, and the Family Caregiver Support Program for Caregiver Support. 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. COMMUNITY SERVICES PROGRAM

The maximum reimbursement for the Community Services Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed ELEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$11,800).

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 total maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2005 through June 30, 2006 is increased by \$8,880 for additional meals for a new total that shall not exceed SIXTY-NINE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$69,930).

III. DISEASE PREVENTION/HEALTH PROMOTION PROGRAM

The maximum reimbursement for the Disease Prevention/Health Promotion Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed FIVE THOUSAND DOLLARS (\$5,000).

IV. FAMILY CAREGIVER SUPPORT PROGRAM (CAREGIVER SUPPORT)

The maximum reimbursement for the Family Caregiver Support Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

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 request for consideration and receive written authorization from Aging and Adult Services in the event that one site has exhausted its entire contracted allotment of meals (units of service) and desires to be reimbursed by using the remaining units of service allocated for another site.
- d. 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 Daly City is \$106,730 in Older Americans Act and NSIP funds, and \$3,445 in County General Funds for general program support for a total amount of ONE HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$110,175) for the contract term July 1, 2005 through June 30, 2006.