

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

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 MENLO PARK, 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 services on July 26, 2005; and

WHEREAS, the parties wish to amend the Agreement increasing the units of service and funding for the Congregate Nutrition including Transportation by \$6,493 for a total of \$52,036:

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 Attachment A, County shall make payment to Contractor based on the rates and in the manner specified in Attachment 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 FIFTY-TWO THOUSAND THIRTY-SIX DOLLARS (\$52,036).

2. Schedule A and Schedule B of the Original Agreement are revised and incorporated herein as Schedule A and Schedule B as attached.
3. **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 MENLO PARK


Contractor's Signature

Date: 2-27-06

SCHEDULE A – AMENDMENT ONE

CITY OF MENLO PARK

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 (including transportation). 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. CONGREGATE NUTRITION PROGRAM

1. Units of Service

Contractor agrees to provide 285 unduplicated clients with 8,482 senior congregate meals, four nutrition education programs, and 65 unduplicated clients with 6,470 units of transportation.

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

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:

- 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 the 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.

SCHEDULE B – AMENDMENT ONE

CITY OF MENLO PARK

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 (including transportation). 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. 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.

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 \$5,450 for equipment and supplies for the Congregate Nutrition Program.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed FIFTY-TWO THOUSAND THIRTY-SIX DOLLARS (\$52,036).

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 City of Menlo Park is \$49,773 in Older Americans Act and NSIP funds, and \$2,263 in County General Funds for general program support for a total amount of FIFTY-TWO THOUSAND THIRTY-SIX DOLLARS (\$52,036) for the contract term July 1, 2005 through June 30, 2006.