

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

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 PACIFICA, hereinafter called "Contractor";

WITNESSETH:

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, Meals on Wheels and Supplemental Meals on Wheels services on July 26, 2005; and

WHEREAS, the parties wish to amend the Agreement increasing the units of service and funding for Congregate Nutrition including Transportation and Meals on Wheels services by \$16,884 for a total of \$120,466:

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 ONE HUNDRED AND TWENTY THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS (\$120,466).

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

CITY OF PACIFICA

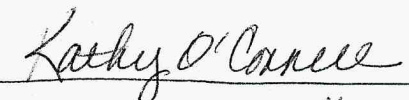


Contractor's Signature

Date: 2/16/06

Approved as to Form
Cecilia M. Dault
City Attorney

ATTEST:



Kathy O'Connell
City Clerk

SCHEDULE A – AMENDMENT ONE

CITY OF PACIFICA

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), 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 will 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 400 unduplicated clients with 9,300 senior congregate meals, four nutrition education presentations, and 65 unduplicated clients with 3,375 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 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.

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

1. Units of Service

Contractor agrees to provide 85 unduplicated senior clients with 11,000 senior home delivered meals, five unduplicated clients with 763 supplemental home delivered meals, four nutrition counseling, and four units of nutrition education presentations.

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 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

CITY OF PACIFICA

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), 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 will 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 \$2,194 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 FORTY-THREE THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS (\$43,354).

II. 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 NSIP 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 \$13,580 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 SIXTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$68,580).

The maximum reimbursement for the Supplemental Meals on Wheels Program

during the term July 1, 2005 through June 30, 2006 shall not exceed FOUR THOUSAND FIVE HUNDRED SEVENTY-EIGHT DOLLARS (\$4,578).

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 Pacifica is \$116,512 in Older Americans Act, NSIP and Meals on Wheels Trust funds, and \$3,954 in County General Funds for general program support for a total amount of ONE HUNDRED AND TWENTY THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS (\$120,466) for the contract term July 1, 2005 through June 30, 2006.