

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
OMBUDSMAN SERVICES OF SAN MATEO COUNTY, 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 OMBUDSMAN SERVICES OF SAN MATEO COUNTY, 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 ombudsman services on July 26, 2005; and

WHEREAS, on December 12, 2005, the parties amended the original Agreement to include investigation and monitoring of residential care facilities for those under 60 years of age, by Resolution Number 67685; and

WHEREAS, the parties wish to further amend the Agreement increasing funding for ombudsman services by \$7,000 for a total of \$300,581:

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 THREE HUNDRED THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$300,581).

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 December 12, 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

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.



Contractor's Signature

Date: 2/14/06

SCHEDULE A – AMENDMENT TWO

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, 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 Ombudsman Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2005 through June 30, 2006. This program 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. Monitoring will be conducted annually and onsite, in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual compliance. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

I. OMBUDSMAN PROGRAM

1. Units of Service

Contractor agrees to provide a minimum of 500 units of community education/advocacy; 8,000 units of complaint/abuse investigation and facility monitoring for a minimum of 1,200 unduplicated cases for clients in long term care facilities for the elderly and; 1,200 hours of volunteer recruitment for recruiting a minimum of 10 volunteers. Contractor also agrees to provide a minimum of 400 units of community education/advocacy and 400 units of complaint/abuse investigation and facility monitoring for a minimum of 120 unduplicated cases in adult residential facilities for the developmentally disabled.

2. Unit Definitions

Community Education: To provide in-service training, consultation and information to facility staff, resident councils, community groups, families and individuals regarding long-term care.

Unit of Service: One hour

Complaint/Abuse Investigation and Facility Monitoring: To participate in activities related to receiving, verifying, investigating, and resolving a complaint. Includes all hours spent in facilities by staff or volunteers, traveling to or from facilities, and completing required records.

Unit of Service: One hour

Volunteer Recruitment: To engage in activities directed towards the recruitment and training of volunteer workers (need not be over 60 years of age).

Unit of Service: One hour

Ombudsman Services of San Mateo County, Inc. – Schedule A

3. Program Requirements

a. Contractor agrees to provide ombudsman services in accordance with the California Department of Aging and the Area Agency on Aging requirements.

b. Contractor agrees to submit monthly reports that specify the number of individual referrals received and monthly reports that include multiple referrals.

SCHEDULE B – AMENDMENT TWO

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, 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 Ombudsman Program. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2005 through June 30, 2006. This program 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.

I. OMBUDSMAN PROGRAM

Aging and Adult Services will pay the contractor in consideration of complaint investigation, volunteer recruitment and community education services rendered through OAA and County general funds, the rate of one-twelfth of the total reimbursement for this program per month.

Aging and Adult Services will pay the remaining \$7,000 for equipment and supplies over the period of the amendment to the Agreement.

The maximum reimbursement for the Ombudsman Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed THREE HUNDRED THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$300,581).

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, 2006 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 and 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

Ombudsman Services of San Mateo County, Inc. – Schedule B

- c. Submit an audited financial statement by December 31, 2006.
- d. Submit a closing report by July 31, 2006.

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Ombudsman Services of San Mateo County, Inc., is \$202,619 in Older Americans Act funds, \$50,000 in County general funds to serve individuals under 60 years of age in residential care facilities, and \$47,962 in County general funds for general program support. The total amount of this agreement shall not exceed THREE HUNDRED THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$300,581) for the contract term of July 1, 2005 to June 30, 2006.