

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PENINSULA VOLUNTEERS**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA VOLUNTEERS, 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, Alzheimer's Day Care Resource Center, and Meals on Wheels and Supplemental Meals on Wheels programs on July 26, 2005; and

WHEREAS, the parties amended the Agreement increasing the total amount by \$14,226 to \$485,522 by Resolution 67878 on March 28, 2006; and

WHEREAS, the parties wish to further amend the Agreement increasing funding for Meals on Wheels and Supplemental Meals on Wheels programs by \$11,630 for a total of \$497,152:

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3. of the agreement is amended to read as follows:

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "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 contract exceed FOUR HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS (\$497,152).

2. Exhibit A (revised 2/06) is replaced with Revised Exhibit A (revised 4/06).
3. Exhibit B (revised 2/06) is replaced with Revised Exhibit B (revised 4/06).

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

PENINSULA VOLUNTEERS

Michelle Knapik Executive Director  
Contractor's Signature

Date: 5/31/06

## SCHEDULE A – AMENDMENT TWO

### PENINSULA VOLUNTEERS, 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 Adult Day Care Program, an Alzheimer's Program, a Congregate Nutrition Program, the Meals on Wheels and Supplemental Meals on Wheels Programs, and a Transportation Program. 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, applicable federal laws, 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 136 unduplicated clients with 8,688 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

Peninsula Volunteers – Schedule A

caregivers.

## II. ALZHEIMER'S PROGRAM

### 1. Units of Service

Contractor agrees to provide 32 unduplicated clients with the following services: four community education sessions, 2,727 days of attendance, 395 hours of family counseling and training, 20 in-service staff training sessions, nine professional service provider sessions, and 32 support group sessions.

### 2. Unit Definitions

**Community Education:** Presentations will be conducted alone or jointly with other community providers to provide needed information to professionals and service providers in the community.

**Unit of Service: One session**

**Day of Attendance:** To provide an environment designed to accommodate participants experiencing moderate to severe stages of Alzheimer's Disease. Program to include dementia specific services and a noon meal.

**Unit of Service: One day (five-hour minimum)**

**Family Counseling/Training:** Trained social workers or other professionals on staff to provide counseling to assist families by referring them to specific resources in the area to address dementia-related issues in depth.

**Unit of Service: One hour**

**In-Service Staff Training:** Conduct training sessions for staff and volunteers that emphasize understanding dementia.

**Units of Service: One session**

**Professional Service Provider Sessions:** Use student intern programs to provide training for professional service providers in the community.

**Units of service: One session**

**Support Group Sessions:** Sessions conducted for caregivers through caregiver support groups and other caregiver activities no fewer than nine times per year by staff associated with the ADCRC or by arrangement with other support group providers in the local community.

**Unit of Service: One session**

### 3. Program Requirements

Contractor agrees to:

Peninsula Volunteers – Schedule A

- a. Provide services to meet the special care needs of participants with dementia, concentrating on participants in the moderate to severe ranges of disability due to dementia. Provide respite relief, counseling and referral to other services for families and caregivers. The ADCRC must conduct dementia appropriate, specifically designed activities related to social, cognitive and physical functioning as well as activities of daily living that maintain the dignity of each individual and use available skills and knowledge.
- b. Provide physical facilities that include safeguards to protect the participants' safety. The ADCRC must have a written plan for emergency preparedness including evacuation in the event of fire, earthquake, or other potentially life threatening disaster.
- c. Develop an individual written plan of care for each participant based upon functional capacity and services needed and available within the context of the day care program and its resources. Care planning should include multidisciplinary input.
- d. Provide or arrange for a nutritious noon meal for participants that provides one-third of the Recommended Dietary Allowance for older persons. Morning and afternoon snacks should also be available.
- e. Provide directly or arrange for transportation so that clients can get to the ADCRC site. If the site provides transportation directly, all laws and regulations pertaining to vehicle maintenance, the qualification of drivers, and insurance shall be followed to assure safety.
- f. Conduct community outreach activities and provide Alzheimer's Disease educational and informational materials to the community.

### III. CONGREGATE NUTRITION PROGRAM

#### 1. Units of Service

Contractor agrees to provide 136 unduplicated clients with 8,688 congregate meals, and four nutrition education presentations.

#### 2. Unit Definitions

**Meal:** To provide one meal which assures a minimum of one-third of the current Recommended Dietary Allowance for adults.

**Unit of Service: One meal**

**Nutrition Education:** To provide regularly scheduled 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 participants. Handout materials may be used as the sole education component for home-delivered meal program participants.

**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) regarding safe and sanitary preparation and service of meals.
- b. Operate the program five days a week (or as negotiated for less or alternative service).

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

1. Units of Service

Contractor agrees to provide 350 unduplicated senior clients with 50,000 home-delivered meals, 40 unduplicated clients with 6,429 supplemental home-delivered meals, 50 units of nutrition counseling, and four nutrition education presentations.

2. Unit Definitions

**Meal:** To provide one meal which assures 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 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 participants. Handout materials may be used as the sole education component for home-delivered meal program participants.

**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 by the Nutritional Screening Initiative to be at risk.
- d. Participate in Meals on Wheels Coalition meetings.

**V. TRANSPORTATION PROGRAM**

1. Units of Service

Contractor agrees to provide 136 unduplicated clients with 17,376 trips.

2. Unit Definition

**Transportation:** To take a client from one location (home, senior center facility, etc.) to another.

**Unit of Service: One one-way trip**

3. Program Requirements

Contractor agrees to:

Peninsula Volunteers – Schedule A

- a. Coordinate services with all other relevant transit, especially paratransit services available from Redi-Wheels and Redi-Coast.
- b. 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.
- c. Provide transportation for clients of senior centers or adult day programs as the established priority. Agencies should provide additional shopping assistance or medial trip services only if there is a defined need and only if resources permit.



## **SCHEDULE B – AMENDMENT TWO**

### **PENINSULA VOLUNTEERS, INC.**

#### **FY 2005-2006 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Adult Day Care Program, an Alzheimer's Program, a Congregate Nutrition Program, the Meals on Wheels and Supplemental Meals on Wheels Programs, and a Transportation Program. 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, applicable federal laws, 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. ADULT DAY CARE PROGRAM**

Aging and Adult Services will pay the contractor in consideration of Adult Day Care Program services rendered through OAA funds, the rate of \$4.30 per day.

AAS will pay the contractor a total of \$6,205 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 FORTY-THREE THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS (\$43,563).

#### **II. ALZHEIMER'S PROGRAM**

Aging and Adult Services will pay the contractor in consideration of Alzheimer's Program services rendered through OAA funds, the rate of one-twelfth of the total reimbursement for this program per month.

The maximum reimbursement for the Alzheimer's Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed SIXTY THOUSAND DOLLARS (\$60,000).

#### **III. CONGREGATE NUTRITION PROGRAM**

Aging and Adult Services will pay the contractor in consideration of Congregate Nutrition Program services rendered through combined OAA and Nutrition Services Incentive Program (NSIP) funds, the rate of \$3.70 per meal.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 005 through June 30, 2006 shall not exceed THIRTY-TWO THOUSAND ONE HUNDRED FORTY-SIX DOLLARS (\$32,146).

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

Aging and Adult Services will pay the contractor in consideration of Meals on Wheels Program services rendered through combined OAA and NSIP funds, the rate of \$5.00 per home-delivered meal, and in consideration of Supplemental Meals on Wheels Program services rendered through the Meals on Wheels Trust, the rate of \$6.00 per supplemental home-delivered meal.

AAS will pay the contractor a total of \$8,021 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 TWO HUNDRED FIFTY-EIGHT THOUSAND TWENTY-ONE DOLLARS (\$258,021).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed THIRTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-FOUR DOLLARS (\$38,574).

### **IV. TRANSPORTATION PROGRAM**

Aging and Adult Services will pay the contractor in consideration of Transportation Program services rendered through OAA funds, the rate of \$2.00 per trip.

The maximum reimbursement for the Transportation Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed THIRTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS (\$34,752).

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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:

Peninsula Volunteers – Schedule B

- 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 Peninsula Volunteers, Inc., is \$478,686 in OAA, NSIP and Meals on Wheels Trust funds, and \$18,466 in County General Funds for program support for a total amount of FOUR HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS (\$497,152) for the contract term July 1, 2005 through June 30, 2006.