## SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SELF-HELP FOR THE ELDERLY

| THIS AMENDMENT TO THE AGREEMENT, entered into this day of                      |
|--|
| , 20, by and between the COUNTY OF SAN MATEO,                                  |
| hereinafter called "County," and SELF-HELP FOR THE ELDERLY, hereinafter called |
| "Contractor";  |

#### WIINESSETH:

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 case Management, Congregate Nutrition, Health Insurance Counseling and Advocacy, 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 \$25,835 to \$402,393 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 \$2,518 for a total of \$404,911:

# 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 FOUR THOUSAND NINE HUNDRED ELEVEN DOLLARS (\$404,911).

- 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).

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:<br>Jerry Hill, President, Board of Supervisors, San<br>Mateo County |
|                           | Date:   |
| ATTEST:                   |   |
|                           |   |
| By:Clerk of Said Board    |   |
| SELF-HELP FOR THE ELDERLY |   |
| Jan E                     |   |
| Contractor's Signature    |   |
| Date: 5/2/06              |   |

#### SCHEDULE A - AMENDMENT TWO

#### SELF-HELP FOR THE ELDERLY

#### FY 2005-2006 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, 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 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. CASE MANAGEMENT PROGRAM

#### 1. Units of Service

Contractor agrees to provide 75 unduplicated clients with the following services: 600 units of case monitoring, 90 units of comprehensive assessments, and 50 units of general assessments.

Contractor agrees to purchase and install new phone system to improve access to services.

#### 2. Unit Definitions

Case Monitoring: To determine quality and effectiveness of services provided to a client according to an individualized care plan, to maintain periodic client contact to determine if change has occurred, and to take appropriate action including advocacy, referral, and encouraging and assisting the client to overcome barriers to access.

Unit of Service: One hour

Comprehensive Assessment: To collect information about a client with multiple needs (social, environmental, physical and emotional), identify problems, determine eligibility and needed supportive services to meet those needs. Additional outcomes of the assessment are a determination of a client's functional capacity to live independently, the system, if any, that supports independent functioning, and what additional assistance is needed to sustain as much independence as possible. The assessment must be conducted in a home visit with the client by a case management social worker. When appropriate, an informal support person may be in attendance.

Self-Help for the Elderly - Schedule A

Unit of Service: One hour

**General Assessment:** To collect information about a client with multiple needs (social, environmental, physical, and emotional), identify problems, determine eligibility and needed support services to meet those needs. Does not require a home visit.

Unit of Service: One hour

#### 3. Program Requirements

Contractor agrees to:

- a. Employ at least a half-time, licensed bilingual social worker who shall function as a liaison between Aging and Adult Services (AAS) and the Self-Help for the Elderly community, specifically the Chinese-speaking community of San Mateo County;
- b. Provide ongoing supervision to the social worker;
- Assure that the Chinese-speaking community is aware of the availability of social work services for at-risk older adults and encourage the use of those services;
- d. Provide local access to TIES line services; social worker shall attend the Adult Abuse Prevention Collaborative;
- e. Provide short-term case management services, especially for Chinesespeaking at-risk older adults and adults with disabilities, that are consistent with Aging and Adult Services Response Criteria;
- f. Coordinate with AAS on cases, as needed;
- g. Refer all cases of suspected elder and dependent adult abuse to AAS;
- h. Refer all appropriate individuals who have received either general or comprehensive assessments to the County's Central Intake Unit or TIES, when it appears they are in need of direct County services (e.g., In Home Supportive Services, conservatorship);
- Provide back-up coverage when the social worker is on vacation, on sick leave, or out of the office during normal business hours. Back-up person shall have access to and be able to present information from client files to Adult Protective Services, Police, Fire, and other appropriate professionals;
- j. Provide translation assistance for elder abuse cases involving Chinesespeaking clients referred to AAS.

Aging and Adult Services shall:

Self-Help for the Elderly - Schedule A

- a. Accept appropriate referrals from Self-Help liaison; investigate, complete reports, and follow up, as necessary, on all suspected elder and dependent adult abuse reported by the Self-Help liaison; and
- b. Assign AAS Community Liaison/Social Worker for consultation purposes. This role shall include, but not be limited to: orientation to AAS standards, information about community resources, case consultation as needed, case review on a minimum of a quarterly time frame for utilization review, and provision of updates on policies and/or regulatory changes.

## II. CONGREGATE NUTRITION PROGRAM

#### 1. Units of Service

Contractor agrees to provide 600 unduplicated clients with 8,660 senior congregate meals at St. Andrew's Senior Center, 800 unduplicated clients with 11,440 senior congregate meals at the San Mateo Central Park site, and four nutrition education presentations at each site (total of eight).

## 2. Unit Definitions

**Meals:** 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 sevice of meals.
- b. Operate the program at both sites five days a week (or as negotiated for less or alternative service).

Self-Help for the Elderly – Schedule A

# III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

#### 1. Units of Service

Contractor agrees to provide a minimum 2,800 persons with 62 community education presentations on Medicare-related issues, and 1,000 unduplicated clients with counseling and informal advocacy with a core of 26 trained volunteer counselors for a minimum of 1,500 hours of direct counseling at any of the 30 counseling sites, including senior centers, medical centers, and the District Social Security Office. Additionally, volunteer counselors will provide 620 hours devoted to research, casework, follow-up, giving presentations, and training. Case manager will provide 62 units of monolingual Chinese HICAP outreach to 100 unduplicated clients.

#### 2. Unit Definitions

Community Education: Provide community education to the public on Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health care coverage plans.

Unit of Service: One presentation

**Counseling and Informal Advocacy:** Provide direct counseling and informal advocacy with respect to Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health coverage plans.

Unit of Service: One hour

#### 3. Program Requirements

- a. Two to five new volunteer counselors will be trained and complete internships with an experienced counselor.
- b. Coordination with other Elder Abuse Prevention Programs: Contractor will build upon its ongoing relationship with the various programs and agencies involved with elder abuse prevention and elder rights education in the county. Related activities include coordination of community education programs, participation in programs sponsored by the Minority Elders Committee of the Commission on Aging, and sharing of resources with Long-Term Care Ombudsman and similar programs.
- c. Home counseling will be available for clients who are homebound and unable to access other counseling sites.
- d. Develop and implement a focused media outreach plan to San Mateo County residents about HICAP services and Medicare Part D. Submit a written work plan by January 1, 2006.

Self-Help for the Elderly - Schedule A

- e. Increase agency support for HICAP by developing and implementing an action plan to ensure integration of the HICAP into Contractor's activities, policies, plans and priorities. Submit a written work plan by January 1, 2006
- f. Maintain agency's commitment to increased financial support to HICAP and allow HICAP staff to conduct fundraising efforts specifically for HICAP.
- g. Collaborate with Legal Aid Society to establish a clearer delineation of what legal issues will be addressed in-house versus what types of cases will be referred out. Submit a written work plan by February 1, 2006.

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

#### 1. Units of Service

Contractor agrees to provide 40 unduplicated senior clients with 5,000 senior home delivered meals, and three unduplicated clients with 233 supplemental home delivered meals, four units of nutrition counseling, and four units of nutrition education presentations.

#### 2. Unit Definitions

**Meals:** 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 made 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. <u>Program Requirements</u>

Contractor agrees to:

 a. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of

Self-Help for the Elderly – Schedule A

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.

#### SCHEDULE B - AMENDMENT TWO

#### SELF-HELP FOR THE ELDERLY

#### FY 2005-2006 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, 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 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.

#### I. CASE MANAGEMENT

Aging and Adult Services (AAS) will pay the contractor in consideration of Case Management Program services rendered through OAA funds, the rate of one-twelfth of the total reimbursement for this program per month.

AAS will pay the remaining \$14,189 for the purchase and installation of a new phone system over the period of the amendment to the Agreement.

The maximum reimbursement for the Case Management Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed FORTY-NINE THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS (\$49,189).

#### II. CONGREGATE NUTRITION

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 senior meal.

AAS will pay the contractor a total of \$1,480 for equipment and supplies over the period of the amendment to the Agreement.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed SEVENTY-FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$75,850).

#### III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

The Area Agency on Aging will pay contractor in consideration of HICAP services rendered through federal, state and local funds, the rate of one-twelfth of the total reimbursement (\$229,370) for this program per month.

Self-Help for the Elderly – Schedule B

AAS will pay the remaining \$9,666 for equipment and supplies over the period of the amendment to the Agreement.

The maximum reimbursement for HICAP during the contract term July 1, 2005 through June 30, 2006 shall not exceed TWO HUNDRED THIRTY-NINE THOUSAND AND THIRTY-SIX DOLLARS (\$239,036).

# IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAM

Aging and Adult Services will pay the contractor in consideration of services rendered through combined OAA 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.

AAS will pay the contractor an increase in the amount of \$2,518 for a total of \$3,018 for equipment and supplies over the period of the amendment to the agreement.

The maximum reimbursement for the Meals on Wheels Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed TWENTY-EIGHT THOUSAND EIGHTEEN DOLLARS (\$28,018).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed ONE THOUSAND THREE HUNDRED NINETY-EIGHT DOLLARS (\$1,398).

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:

- Maximize all potential funding sources to meet the needs of the HICAP program.
- b. 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.);
- Offer services throughout the twelve-month contract period, unless prior written approval is received from Aging and Adult Services; and

Self-Help for the Elderly – Schedule B

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

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Self-Help for the Elderly is \$393,491 in Older Americans Act, Federal and State HICAP funds, NSIP and Meals on Wheels Trust funds, and \$11,420 in County General Funds for general program support for a total amount of FOUR HUNDRED FOUR THOUSAND NINE HUNDRED ELEVEN DOLLARS (\$404,911) for the contract period July 1, 2005 through June 30, 2006.