

**AMENDMENT ONE 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";

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 an Agreement 68151 for a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program (HICAP), and the Meals on Wheels and Supplemental Meals on Wheels Programs on July 18, 2006;

WHEREAS, the parties wish to amend the Agreement increasing funding for the Congregate Nutrition Program, HICAP, and the Meals on Wheels and Supplemental Meals on Wheels Programs by \$4,435 for a total of \$393,052; and

WHEREAS, the parties wish to further amend the Agreement to add Section 23. Grievance Procedures:

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

1. Section 3 of the Original 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), County shall make payment to Contractor based on the rates and in the manner specified in Schedule B (revised). 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 NINETY-THREE THOUSAND FIFTY-TWO DOLLARS (\$393,052).

2. Section 23 is added to the Original Agreement as follows:

23. Grievance Procedures

Consumers of services funded through Aging and Adult Services (AAS) shall have the opportunity to file a written complaint against an AAS-funded program or an employee or volunteer of that program. All service providers must have a written grievance/complaint process for reviewing and attempting to resolve consumer complaints. Should the complaint not result in resolution at the provider level, the consumer or his/her representative may bring the complaint to AAS. The levels of resolution are as follows:

- First Level: The service provider (AAS subcontractor)
- Second Level: The Health Services Manager over the Commissions and Provider Services Unit
- Third Level: The AAS Director
- Final Level: The Health Department Director

A copy of the policy and procedures for handling complaints is available through Aging and Adult Services at 650-573-2700.

3. Schedule A and Schedule B of the Original Agreement are deleted and replaced and incorporated herein as Schedule A (revised) and Schedule B (revised) as attached.
4. **All other terms and conditions of the agreement dated July 18, 2006, 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.

ATTEST:

COUNTY OF SAN MATEO

By: _____
Clerk of Said Board

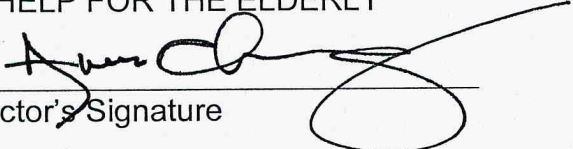
By: _____
Rose Jacobs Gibson, President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: Anni Chung, President/CEO
Clerk of Said Board

SELF-HELP FOR THE ELDERLY



Contractor's Signature

Date: 2/26/2007

SCHEDULE A –AMENDMENT ONE

SELF-HELP FOR THE ELDERLY

FY 2006-2007 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, 2006 through June 30, 2007. 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. CASE MANAGEMENT PROGRAM

A. 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.

B. 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, 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.

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

C. Program Requirements

Contractor agrees to:

1. 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;
2. Provide ongoing supervision to the social worker;
3. 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;
4. Provide local access to TIES line services; social worker shall attend the Adult Abuse Prevention Collaborative;
5. Provide short-term case management services, especially for Chinese-speaking at-risk older adults and adults with disabilities, that are consistent with Aging and Adult Services Response Criteria;
6. Coordinate with AAS on cases, as needed;
7. Refer all cases of suspected elder and dependent adult abuse to AAS;
8. Provide translation assistance for elder abuse cases involving Chinese-speaking clients referred to AAS;
9. Refer all appropriate cases who have received either general or comprehensive assessments when it appears they are in need of direct County services (e.g., In Home Supportive Services, conservatorship) to the County's Central Intake Unit or TIES; and
10. 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.

Aging and Adult Services shall:

1. 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
2. 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

A. 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).

B. 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

C. Program Requirements

1. 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; and

2. Operate the program five days a week (or as negotiated for less or alternative service) at both sites.

III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

A. 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.

B. Unit Definitions

Community Education: To 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: To 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

Translation: To translate Medicare materials to Chinese, Spanish, Russian and Tagalog.

C. Program Requirements

1. Two to five new volunteer counselors will be trained and complete internships with an experienced counselor.

2. 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.
3. Home counseling will be available for clients who are homebound and unable to access other counseling sites.
4. Maintain agency's commitment to increased financial support to HICAP and allow HICAP staff to conduct fundraising efforts specifically for HICAP.
5. Ensure statutory provisions of the HICAP (W&I Code, Section 9541) are met and services provided in accordance with all applicable laws, regulations, and the HICAP Program Manual as issued by the Department and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of this Agreement.
6. Provide timely notice to AAS of any changes to the program or changes in the status of the Contractor or subcontractor that could restrict the operations of, or access to, HICAP services including, but not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the Contractor will forward this information to the Department.
7. Recruit and maintain a strong, well-trained, cadre of volunteer Counselors, Long-Term Care Counselors, Long Term Care Community Educators and General Community Educators [W&I Code Section 9541 (c) (7)]. New Counselors shall be recruited, trained, apprenticed, and registered as needed to adjust for attrition and to maintain the agreed upon performance levels in the latest Area Plan Service Unit Plans.
8. Standard HICAP work week business hours, open to the public, shall be five days a week, Monday through Friday, at least 9 a.m. to 4 p.m., except holidays. During holidays, no HICAP office shall be closed to the public longer than 2 days in a standard work week (Monday through Friday).

9. Telephone access by the public shall be during normal business hours, Monday through Friday, 9 a.m. through 4 p.m. In the event clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message, and return telephone number with an answering service or answering machine. Calls from clients leaving messages shall be returned within 48 hours, excluding weekends and holidays.
10. Provide a disclosure statement to counseling clients prior to counseling, as prescribed by the CDA in the HICAP Program Manual [W&I Code, Section 9541 (f) (4)].
11. Provide a community education campaign designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, and related health care plans [W&I Code Section 9541(c) (1), (4), (5), &, (6)].
12. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Manual [W&I Code, Section 9541 (e)].
13. The Program Manager and/or designated representative shall attend all Department sponsored HICAP training sessions or conferences conducted during each fiscal year, in order to maintain program knowledge, efficiency, and competency [W&I Code Section 9541, (f) (7)].
14. Maintain a program data collection and reporting system according to CDA standards.

IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

A. Units of Service

Contractor agrees to provide 40 unduplicated senior clients with 5,148 home delivered meals, and three unduplicated clients with 233 supplemental home delivered meals, four units of nutrition counseling, four units of nutrition education presentations, and four staff training.

B. 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

Training: To provide three staff members working in Meals on Wheels Program with a Serv-Safe Training Course.

C. Program Requirements

Contractor agrees to:

1. 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);
2. 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;
3. 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; and
4. Participate in Meals on Wheels Coalition meetings.

SCHEDULE B – AMENDMENT ONE

SELF-HELP FOR THE ELDERLY

FY 2006-2007 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, 2006 through June 30, 2007. 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 PROGRAM

Aging and Adult Services 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, as long as this amount does not exceed the total cost of case management services rendered.

The maximum reimbursement for the Case Management Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

II. 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 senior meal.

AAS will pay the contractor a total of \$944 for equipment and supplies for the Congregate Nutrition Program.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed SEVENTY-FIVE THOUSAND THREE HUNDRED FOURTEEN DOLLARS (\$75,314).

III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

The Area Agency on Aging will pay the contractor in consideration of HICAP services rendered through federal, state and local funds, the rate of one-twelfth of the total reimbursement for this program per month, as long as this amount does not exceed the total cost of HICAP services rendered.

AAS will pay the contractor a total of \$1,300 for ergonomic upgrades for HICAP and \$1,056 for translation and printing of Medicare materials to Chinese, Spanish, Russian and Tagalog.

The maximum reimbursement for HICAP during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWO HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$231,726).

IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAM

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 \$625 for equipment and supplies for the Meals on Wheels Program and \$510 for the Serv Safe Training course for staff.

The maximum reimbursement for the Meals on Wheels Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWENTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$26,875).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed ONE THOUSAND THREE HUNDRED NINETY-EIGHT DOLLARS (\$1,398).

Contractor agrees to the following:

- A. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- B. 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;
- C. 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.);

- D. Offer services throughout the twelve-month contract period, unless prior written approval is received from Aging and Adult Services;
- E. Submit a closing report by July 31, 2007;
- F. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated; and
- G. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Self-Help for the Elderly is \$370,313 in OAA, Federal and State HICAP funds, NSIP and Meals on Wheels Trust funds, and \$22,739 in County General Funds for general program support for a total amount of THREE HUNDRED NINETY-THREE THOUSAND FIFTY-TWO DOLLARS (\$393,052) for the contract term July 1, 2006 through June 30, 2007.