

**AMENDMENT ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SENIOR COASTSIDERS**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the SENIOR COASTSIDERS, 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 68151 for a Case Management Program, a Congregate Nutrition Program, the Meals on Wheels and Supplemental Meals on Wheels Programs and a Transportation Program on July 18, 2006;

WHEREAS, the parties wish to amend the Agreement increasing funding for the Congregate Nutrition Program, Family Caregiver Support Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program by \$11,444 for a total of \$137,200:

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 ONE HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$137,200).

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.

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SENIOR COASTSIDERS

W. S. Tilden
Contractor's Signature

Date: 2-24-07

SCHEDULE A – AMENDMENT ONE

SENIOR COASTSIDERS

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

A. Units of Service

Contractor agrees to provide 75 unduplicated clients with: 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, 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.

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

Support Group Sessions: Conduct support group and training sessions for identified group.

Unit of Service: One hour

C. Program Requirement

Contractor agrees to:

1. Employ a three-quarter time, licensed social worker who shall function as a liaison between Aging and Adult Services (AAS) and the Coastsides Community;
2. Provide ongoing supervision to the social worker;
3. Assure that the Coastsides Community is aware of the availability of social work services for at-risk older adults and adults with disabilities 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 for 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. Refer all appropriate individuals who have received either general or comprehensive assessments to the County's Centralized Intake Unit or TIES, when it appears these individuals are in need of direct County services (e.g., In-Home Supportive Services, conservatorship); and
9. 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 Coastside liaison; investigate, complete reports, and follow-up, as necessary, on all suspected elder and dependent adult abuse reported by the Coastside 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 200 unduplicated clients with 6,375 congregate meals, and four nutrition education presentations.

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

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 and current California Uniform Retail Food Facilities Law (CURFFL) regarding safe and sanitary preparation and service of meals.

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

III. FAMILY CAREGIVER SUPPORT PROGRAM

A. Units of Service

Contractor agrees to provide a three-hour training for caregivers, including outreach services and translation, and minor home repairs for recipients identified by the Family Caregiver Program.

B. Unit Definitions

Outreach: To provide local advertisement
Unit of Service: N/A

Minor Home Repairs: To provide minor home repairs for recipients identified through the Family Caregiver Program and that have a low income senior over age 60 living in the home.
Unit of Service: N/A

Training: To provide two program aids that will hold a three-hour workshop for caregivers that will advance their knowledge of resources, decision making skills and care giving methods. The program will be held on a Saturday to meet the schedules of working caregivers and will be represented with Spanish language translation and Spanish printed materials offered. Between the morning and afternoon sessions a working lunch will be offered.
Unit of Service: One workshop

Translation: Spanish translation at the three-hour workshop including all printed materials.
Unit of Service: One workshop

C. Program Requirements

Contractor agrees to:

1. Provide this service in accordance with the guidelines set forth in the Aging and Adult Services Request for Proposals, the Title III E Older Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County Aging and Adult Services;
2. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374;

3. **Eligible Service Population** for Title III E means:
 - a. A Family Caregiver
 - b. A Grandparent or Older Individual Who is a Relative Caregiver;

4. **A Family Caregiver** is defined in Title III, Part E, Sections 372(2) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual. "Family caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program;

A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver;

5. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood or marriage, who is 60 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA:
 - a. Lives with a child;
 - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - c. Has legal relationship with child, as such legal custody or guardianship, or is raising the child informally;

6. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older [Title III, Part E, Section 373(2); Part A, Section 102(35)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment;

7. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(1)

of the OAA as an individual who is not more than 18 years of age; and

8. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training to caregivers to assist the caregivers in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e)(1), the Department has established for the five support service categories additional service standards that must be met documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

The following apply to the Respite service category above:

- a. "Respite" can be in the form of respite provided in the home (and may include the provision of personal, homemaker, and chore services to the care receiver), respite provided by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and respite provided by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
- b. "Temporarily" means a brief period of relief or rest from a caregivers responsibilities during a limited time period.
- c. Title III E funds cannot be used to support the following activities:
 - (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
 - (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly); and
 - (3) To supplement the service unit cost of "a participant day" at an adult day care program.

IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

A. Units of Service

Contractor agrees to provide 80 unduplicated senior clients with 8,342 home-delivered meals, 10 unduplicated clients with 665 supplemental home-delivered meals, four units of nutrition counseling, and four nutrition education presentations.

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

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 (CRUFFL), 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.

V. TRANSPORTATION PROGRAM

A. Units of Service

Contractor agrees to provide 90 unduplicated clients with 6,550 trips.

B. Unit Definition

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

Unit of service: One one-way trip

C. Program Requirements

Contractor agrees to:

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

SCHEDULE B – AMENDMENT ONE

SENIOR COASTSIDERS

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 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, 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 (AAS) 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.

AAS will pay the contractor a total of \$2,000 for emergency food 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 TWENTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$25,588).

III. FAMILY CAREGIVER SUPPORT PROGRAM

Aging and Adult Services will pay contractor in consideration of Family Caregiver Support Program services rendered through IIIIE OAA funds, upon the successful completion of the three-hour Caregiver Support Workshop.

The maximum reimbursement for the Family Caregiver Support Program during the

contract term July 1, 2006 through June 30, 2007 shall not exceed FIVE THOUSAND FORTY-FOUR DOLLARS (\$5,044).

IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

Aging and Adult Services (AAS) 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 \$4,000 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, 2006 through June 30, 2007 shall not exceed FORTY-FIVE THOUSAND SEVEN HUNDRED TEN DOLLARS (\$45,710).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed THREE THOUSAND NINE HUNDRED NINETY DOLLARS (\$3,990).

V. TRANSPORTATION PROGRAM

Aging and Adult Services will pay contractor in consideration of Transportation Program services rendered through IIIB OAA funds, the rate of one-twelfth of the total reimbursement of this program per month, as long as this amount does not exceed the total cost of transportation services rendered.

AAS will pay the contractor a total of \$400 to put grab bars on agency's bus for the Transportation Program.

The maximum reimbursement for the Transportation Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed THIRTEEN THOUSAND FIVE HUNDRED DOLLARS (\$13,500).

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 Senior Coastsiders is \$128,832 in OAA, NSIP and Meals on Wheels Trust funds, and \$8,368 in County General Funds for general program support for a total amount of ONE HUNDRED THIRT-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$137,200) for the contract term of July 1, 2006 through June 30, 2007.