

**AMENDMENT ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CATHOLIC CHARITIES CYO**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CATHOLIC CHARITIES CYO, 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 an Adult Day Care 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 Adult Day Care Program and the Meals on Wheels Program by \$107,626 for a total of \$635,969; 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 SIX HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS (\$635,969).

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:

<u>First Level:</u>	The service provider (AAS subcontractor)
<u>Second Level:</u>	The Health Services Manager over the Commissions and Provider Services Unit
<u>Third Level:</u>	The AAS Director
<u>Final Level:</u>	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

CATHOLIC CHARITIES CYO



Contractor's Signature

Date: 2/26/07

SCHEDULE A – AMENDMENT ONE

CATHOLIC CHARITIES CYO

FY 2006-2007 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, 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 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. ADULT DAY CARE PROGRAM

A. Units of Service

Contractor agrees to provide 100 unduplicated clients with 5,468 days of attendance.

Contractor agrees to provide outreach to the community about Adult Day Care Services.

B. 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)

Adult Day Care – Outreach: To provide materials to increase community education and awareness about Adult Day Care Services countywide.

C. Program Requirements

Contractor agrees to:

1. Be licensed by the State of California and conform to State regulations;
2. 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;

3. Offer a daily nutrition program; and
4. 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 caregivers.

II. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Contractor agrees to provide 100 unduplicated clients with 5,468 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 meals 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; and
2. Operate the program five days a week (or as negotiated for less or alternative service).

III. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

A. Units of Service

Contractor agrees to provide 560 unduplicated senior clients with 70,852 home-delivered meals, 70 unduplicated clients with 11,910 supplemental home-delivered meals, 900 unduplicated clients with Emergency Preparedness Supplies, 68 units of nutrition counseling, 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 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

Emergency Preparedness Supplies: To provide emergency food and food-related supplies in preparation for nutritional support during a disaster or other emergency.

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.
5. Act as fiscal agent on behalf of the Meals on Wheels Coalition for the purchasing of emergency food supplies through the Earthquake Center, and for paying project invoices for marketing/design consultants, printing, and other materials development costs for the outreach campaign.

IV. TRANSPORTATION PROGRAM

A. Units of Service

Contractor agrees to provide 100 unduplicated clients with 10,936 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

CATHOLIC CHARITIES CYO

FY 2006-07 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Adult Day Care 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. ADULT DAY CARE PROGRAM

Aging and Adult Services (AAS) 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 \$2,000 for outreach materials for the Adult Day Care Program.

The maximum reimbursement for the Adult Day Care Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWENTY-FIVE THOUSAND FIVE HUNDRED TWELVE DOLLARS (\$25,512).

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 meal.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWENTY THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS (\$20,232).

III. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

Aging and Adult Service (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 \$87,626 for equipment, supplies, outreach materials, ad placements, and vehicle servicing for the Meals on Wheels Program.

AAS will pay the contractor a total of \$18,000 for Emergency Preparedness Supplies (food items) 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 FOUR HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS (\$459,886).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed SEVENTY-ONE THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$71,460).

IV. 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.

The total maximum reimbursement for the Transportation Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWENTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$21,872).

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; and
- F. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- 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 Catholic Charities CYO is \$506,336 in OAA, NSIP and Meals on Wheels Trust funds, and \$37,007 in County General Funds for general program support for a total amount of SIX HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS (\$635,969) for the contract term July 1, 2006 through June 30, 2007.