

**AMENDMENT ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND THE
CITY OF DALY CITY**

THIS AMENDMENT TO THE AGREEMENT, entered into this 22nd day of FEBRUARY, 20 07, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF DALY CITY, 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 Congregate Nutrition Program, a Family Caregiver Support Program, and a Health Promotion/Disease Prevention on July 18, 2006;

WHEREAS, the parties wish to amend the Agreement increasing the units of service and funding for the Congregate Nutrition Program by \$2,387 for a total of \$103,713; 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, 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 THREE THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS (\$103,713).

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 B of the Original Agreement is revised and incorporated herein as 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

CITY OF DALY CITY


MIKE STALLINGS
Contractor's Signature

Date: 22 February 2007

SCHEDULE B
CITY OF DALY CITY

FY 2006-2007 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Congregate Nutrition Program, the Family Caregiver Support Program for Caregiver Support, and a Health Promotion/Disease Prevention 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. 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 \$2,387 for the purchase of a replacement freezer 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-TWO THOUSAND THREE HUNDRED SEVENTEEN DOLLARS (\$72,317).

II. FAMILY CAREGIVER SUPPORT PROGRAM (CAREGIVER SUPPORT)

Aging and Adult Services will pay the contractor in consideration of Family Caregiver Support 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 Family Caregiver Support Program services rendered.

The maximum reimbursement for the Family Caregiver Support Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

III. HEALTH PROMOTION/DISEASE PREVENTION PROGRAM

Aging and Adult Services will pay the contractor in consideration of Health Promotion/Disease prevention 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 Health Promotion/Disease Prevention Program services rendered.

The maximum reimbursement for the Health Promotion/Disease Prevention Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed FIVE THOUSAND DOLLARS (\$5,000).

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 the City of Daly City is \$97,317 in OAA and NSIP funds, and \$6,396 in County General Funds for general program support for a total amount of ONE HUNDRED THREE THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS (\$103,713) for the contract term July 1, 2006 through June 30, 2007.