

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF MENLO PARK, 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 and a Transportation Program on July 18, 2006;

WHEREAS, the parties wish to amend the Agreement increasing funding for the Congregate Nutrition Program by \$850;

WHEREAS, the parties wish to further amend the Agreement for the addition of a Supportive Services Program for outreach services in the amount of \$1,000; 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 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 Attachment 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 FORTY-NINE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS (\$49,834).

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.
3. **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 MENLO PARK

  
Contractor's Signature

Date: 2-26-07

## SCHEDULE A – AMENDMENT ONE

### CITY OF MENLO PARK

#### FY 2006-2007 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Congregate Nutrition Program, a Supportive Services Program, 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. CONGREGATE NUTRITION PROGRAM

##### A. Units of Service

Contractor agrees to provide 285 unduplicated clients with 8,482 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; and

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

## II. SUPPORTIVE SERVICES PROGRAM

### Program Requirements

Contractor agrees to hold an Open House with a multicultural focus to promote the city of Menlo Park Senior Center to local families and build bridges across Latino and African-American patrons.

## III. TRANSPORTATION PROGRAM

### A. Units of Service

Contractor agrees to provide 65 unduplicated clients with 6,470 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 the 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**

### **CITY OF MENLO PARK**

#### **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, a Supportive Services Program, 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. 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 \$850 for supplies and equipment 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 THIRTY-TWO THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS (\$32,233).

#### **II. SUPPORTIVE SERVICES PROGRAM**

Aging and Adult Services will pay contractor in consideration of Supportive Services Program services rendered through IIIB OAA funds, the total of \$1,000.

The maximum reimbursement for the Supportive Services Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed ONE THOUSAND DOLLARS (\$1,000).

#### **III. 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 maximum reimbursement for the Transportation Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWELVE THOUSAND

NINE HUNDRED FORTY DOLLARS (\$12,940).

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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 (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.);
- 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 Menlo Park is \$46,173 in OAA and NSIP funds, and \$3,661 in County General Funds for general program support for a total amount of FORTY-NINE THOUSAND EIGHT HUNDRED THRITY-FOUR DOLLARS (\$49,834) for the contract term July 1, 2006 through June 30, 2007.