

**AMENDMENT ONE TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE  
COASTSIDE ADULT DAY HEALTH CENTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the COASTSIDE ADULT DAY HEALTH CENTER, 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 Health Care Program, an Alzheimer's Program, a Congregate Nutrition Program, and a Transportation Program on July 18, 2006; and

WHEREAS, the parties wish to amend the Agreement increasing funding for the Adult Day Health Care Program by \$2,506 for a total of \$43,477; 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 FORTY-THREE THOUSAND FOUR HUNDRED SEVENTY-SEVEN DOLLARS (\$43,477).

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

COASTSIDE ADULT DAY HEALTH CENTER

Jewel Bono E.D.  
Contractor's Signature  
Date: 2/22/07

## SCHEDULE A – AMENDMENT ONE

### COASTSIDE ADULT DAY HEALTH CENTER

#### 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 Health Care Program, an Alzheimer's Program, a Congregate Nutrition 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. ADULT DAY HEALTH CARE PROGRAM

##### A. Units of Service

Contractor agrees to provide 37 unduplicated clients with 1,500 days of attendance.

##### B. Unit Definitions

**Adult Day Health 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 Health 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. ALZHEIMER'S PROGRAM

### A. Units of Service

Contractor agrees to provide 10 unduplicated clients with the following services: one community education session, 900 days of attendance, 132 hours of family counseling and training, six in-service staff training sessions, three professional service provider sessions, and 10 support group sessions.

### B. Unit Definitions

**Community Education:** Presentations will be conducted alone or jointly with other community providers to provide needed information to professionals and service providers in the community.

**Unit of Service: One session**

**Day of Attendance:** To provide an environment designed to accommodate participants experiencing moderate to severe stages of Alzheimer's Disease. Program to include dementia specific services and a noon meal.

**Unit of Service: One day (five-hour minimum)**

**Family Counseling/Training:** Trained social workers or other professionals on staff to provide counseling and to assist families by referring them to specific resources in the area to address dementia-related issues in depth.

**Unit of Service: One hour**

**In-Service Staff Training:** Conduct training sessions for staff and volunteers that emphasize understanding dementia.

**Unit of Service: One session**

**Professional Service Provider Sessions:** Use student intern programs to provide training to professional service providers in the community.

**Unit of Service: One session**

**Support Group Sessions:** Sessions conducted for caregivers through caregiver support groups and other caregiver activities no fewer than 10 times per year by staff associated with the ADCRC or by arrangement with other support group providers in the local community.

**Unit of Service: One session**

### C. Program Requirements

Contractor agrees to:

1. Provide services to meet the special care needs of participants with dementia, concentrating on participants in the moderate to severe ranges of disability due to dementia. Provide respite relief, counseling and referral to other services for families and caregivers. The ADCRC must conduct dementia appropriate, specifically designed activities related to social, cognitive and physical functioning as well as activities of daily living that maintain the dignity of each individual and use available skills and knowledge;
2. Provide physical facilities that include safeguards to protect the participants' safety. The ADCRC must have a written plan for emergency preparedness including evacuation in the event of fire, earthquake, or other potentially life threatening disaster;
3. Develop an individual written plan of care for each participant based upon functional capacity and services needed and available within the context of the day care program and its resources. Care planning should include multidisciplinary input;
4. Provide or arrange for a nutritious noon meal for participants that provides one-third of the Recommended Dietary Allowance for older persons. Morning and afternoon snacks should also be available;
5. Provide directly or arrange for transportation so that clients can get to the ADCRC site. If site provides transportation directly, all laws and regulations pertaining to vehicle maintenance, the qualification of drivers, and insurance shall be followed to assure safety; and
6. Conduct community outreach activities and provide Alzheimer's Disease educational and informational materials to the community.

### III. CONGREGATE NUTRITION PROGRAM

#### A. Units of Service

Contractor agrees to provide 37 unduplicated clients with 1,500 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).

**IV. TRANSPORTATION PROGRAM**

A. Units of Service

Contractor agrees to provide 37 unduplicated clients with 3,000 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 medial trip services only if there is a defined need and only if resources permit.

**SCHEDULE B – AMENDMENT ONE**  
**COASTSIDE ADULT DAY HEALTH CENTER**  
**FY 2006-2007 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Adult Day Health Care Program, an Alzheimer's Program, a Congregate Nutrition 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. To avoid the possibility of duplicate payments of federal funds for services provided to persons receiving OAA, CBSP, and/or NSIP funding, Area Agency contract funds may not be used for Contractor's reimbursed Medi-Cal program.

**I. ADULT DAY HEALTH CARE PROGRAM**

Aging and Adult Services will pay the contractor in consideration of Adult Day Health Care Program services rendered through OAA funds, the rate of \$4.30 per day.

AAS will pay the contractor a total of \$2,506 for outreach materials and therapy supplies for the Adult Day Health Care Program.

The maximum reimbursement for the Adult Day Health Care Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed EIGHT THOUSAND NINE HUNDRED FIFTY-SIX DOLLARS (\$8,956).

**II. ALZHEIMER'S PROGRAM**

Aging and Adult Services will pay the contractor in consideration of Alzheimer's Program services rendered through IIIB 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 Alzheimer's Program services rendered.

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

**III. 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 FIVE

Coastside Adult Day Health Center–Schedule B (revised)

THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$5,550).

#### 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 maximum reimbursement for the Transportation Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed SIX THOUSAND DOLLARS (\$6,000).

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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 Coastside Adult Day Health Center is \$40,506 in OAA, NISP and Title III funds, and \$2,971 in County General Funds for general program support for a total amount of FORTY-THREE THOUSAND FOUR HUNDRED SEVENTY-SEVEN DOLLARS (\$43,477) for the contract term July 1, 2006 through June 30, 2007.