

**AMENDMENT ONE TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PENINSULA VOLUNTEERS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA VOLUNTEERS, INC., 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, by Resolution 068920 the parties entered into an Agreement for Adult Day Care Program, Alzheimer's Program, Congregate Nutrition Program, the Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program services on August 14, 2007; and

WHEREAS, the parties wish to amend the Agreement to add a Family Caregiver Support Program (One-Time-Only) and to increase funding for the Adult Day Care Program, Congregate Nutrition Program, and the Meals on Wheels and Supplemental Meals on Wheels Programs by \$37,874 for a total of \$564,193:

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3 of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B Amendment One. 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 FIVE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED NINETY-THREE DOLLARS (\$564,193).

2. Schedule A and Schedule B of the Agreement are deleted and replaced and incorporated here in as Schedule A Amendment One and Schedule B Amendment One as attached.

**3. All other terms and conditions of the Agreement dated August 14, 2007, 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: \_\_\_\_\_  
Adrienne Tissier, President,  
Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

PENINSULA VOLUNTEERS, INC.

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

## SCHEDULE A – AMENDMENT ONE

### PENINSULA VOLUNTEERS, INC.

#### FY 2007-2008 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, an Alzheimer's Program, a Congregate Nutrition Program, the Family Caregiver Support Program (One-Time-Only), 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, 2007 through June 30, 2008. 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 136 unduplicated clients with 8,850 days of attendance.

##### 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)**

##### C. Program Requirements

Contractor agrees to:

**Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.

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 32 unduplicated clients with the following services: four community education sessions, 2,727 days of attendance, 395 hours of family counseling and training, 20 in-service staff training sessions, nine professional service provider sessions, and 32 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 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.

**Units of Service: One session**

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

**Units of service: One session**

**Support Group Sessions:** Sessions conducted for caregivers through caregiver support groups and other caregiver activities no fewer than nine 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

**Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.

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 the 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 136 unduplicated clients with 8,850 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 Dietary Reference Intakes (DRI) for adults and comply with the current Dietary Guidelines for Americans, 2005.

**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

**Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.

**Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the DRI and comply with the current Dietary Guidelines for Americans, 2005.

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, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health department policies and procedures.

2. Operate the program five days a week and serve at least one meal per day (or as negotiated for less or alternative service).

#### IV. FAMILY CAREGIVER SUPPORT PROGRAM (ONE-TIME-ONLY)

##### A. Units of Service

Contractor agrees to provide resources for caregiver training.

##### B. Unit Definitions

**Caregiver Training (Caregiver Support):** A workshop or one-on-one session to assist caregivers to develop the skills necessary to perform caregiving activities, including decision-making and problem-solving.

##### C. Program Requirements

Contractor agrees to:

1. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374;
2. **Eligible Service Population** for Title III E means:
  - a. A Family Caregiver
  - b. A Grandparent or Older Individual Who is a Relative Caregiver;
3. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) 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 or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "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.

The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this

care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

4. **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, marriage, or adoption, who is 55 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 (but is not the older adult parent of the child or individual of any age with a disability);
  - 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.
5. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(22)]. 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.
6. **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(a)(1) of the OAA as an individual who is not more than 18 years of age or is an individual (of any age) with a disability.
7. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in 3 or more of the following areas of major life activity:
  - a. Self-care,
  - b. Receptive and expressive language,

- c. Learning,
- d. Mobility,
- e. Self-direction,
- f. Capacity for Independent Living,
- g. Economic self-sufficiency,
- h. Cognitive functioning, and
- i. Emotional adjustment

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, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and 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. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

The following apply to the Respite service category above:

- a. “Respite Care” is the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) 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, and could be provided on the following basis:
  - (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
  - (2) Occasional—Time off for the caregiver to attend a special event;

- (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.
- 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.
  - d. Title III E funds cannot be used to support the following activities:
    - (1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
      - (a) Providing ongoing assistance to a care receiver living alone;
      - (b) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
      - (c) One-time, end-of-the-year assistance without an identified individual caregiver need.

**V. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS**

A. Units of Service

Contractor agrees to provide 350 unduplicated senior clients with 53,353 home-delivered meals, 40 unduplicated clients with 7,678 supplemental home-delivered 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 (DRI) and comply with the current Dietary Guidelines for Americans, 2005.

**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**

C. Program Requirements

**Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.

**Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening.

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, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health department 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.

## VI. TRANSPORTATION PROGRAM

### A. Units of Service

Contractor agrees to provide 136 unduplicated clients with 17,700 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

**Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.

Contractor agrees to:

1. Coordinate services with all other relevant transit providers, especially paratransit services available from Redi-Wheels and Redi-Coast;
2. 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**

### **PENINSULA VOLUNTEERS, INC.**

#### **FY 2007-2008 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Adult Day Care Program, Alzheimer's Program, a Congregate Nutrition Program, Family Caregiver Support Program (One-Time-Only), 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, 2007 through June 30, 2008. 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 \$3,473 for supplies and equipment for the Adult Day Care Program.

The maximum reimbursement for the Adult Day Care Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed FORTY-ONE THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS (\$41,528).

#### **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 services rendered.

The maximum reimbursement for the Alzheimer's Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed SIXTY THOUSAND DOLLARS (\$60,000).

#### **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.

AAS will pay the contractor a total of \$26,513 for supplies and equipment for the Congregate Nutrition Program.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed FIFTY-NINE THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS (\$59,258).

#### **IV. FAMILY CAREGIVER SUPPORT PROGRAM (ONE-TIME-ONLY)**

Aging and Adult Services will pay the contractor \$1,268 for supplies and equipment for the Family Caregiver Support Program through IIIIE OAA funds during the period between approval of Amendment One and the end of the contract term.

The maximum reimbursement for the Family Caregiver Support Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed ONE THOUSAND TWO HUNDRED SIXTY-EIGHT DOLLARS (\$1,268).

#### **V. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS**

Aging and Adult Services 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 \$5,120 for supplies and equipment for the Meals on Wheels Program.

AAS will pay contractor \$1,500 for the translation and dubbing of the Meals on Wheels DVD in Spanish.

The maximum reimbursement for the Meals on Wheels Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed TWO HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED EIGHTY-FIVE DOLLARS (\$273,385).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed FORTY-SIX THOUSAND SIXTY-EIGHT DOLLARS (\$46,068).

#### **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, 2007 through June 30, 2008 shall not exceed THIRTY-FIVE THOUSAND FOUR HUNDRED DOLLARS (\$35,400).

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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, 2008;
- 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 Peninsula Volunteers, Inc., is \$516,907 OAA, NSIP and Meals on Wheels Trust funds, and \$47,286 in County General Funds for general program support for a total amount of FIVE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED NINETY-THREE DOLLARS (\$564,193) contract term July 1, 2007 through June 30, 2008.