

**AMENDMENT ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SELF-HELP FOR THE ELDERLY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SELF-HELP FOR THE ELDERLY, 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 Case Management Program, Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, and the Meals on Wheels and Supplemental Meals on Wheels Programs services on August 14, 2007; and

WHEREAS, the parties wish to amend the Agreement to increase funding for the Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, and the Meals on Wheels and Supplemental Meals on Wheels Programs by \$13,403 for a total of \$429,708.

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 FOUR HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED EIGHT DOLLARS (\$429,708).

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

SELF-HELP FOR THE ELDERLY

Contractor's Signature

Date: _____

SCHEDULE A – AMENDMENT ONE

SELF-HELP FOR THE ELDERLY

FY 2007-2008 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, and the Meals on Wheels and Supplemental Meals on Wheels Programs. 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. CASE MANAGEMENT PROGRAM

A. Units of Service

Contractor agrees to provide 75 unduplicated clients with the following services: 600 units of case monitoring, 90 units of comprehensive assessments, and 50 units of general assessments.

B. Unit Definitions

Case Monitoring: To determine quality and effectiveness of services provided to a client according to an individualized care plan, to maintain periodic client contact to determine if change has occurred, and to take appropriate action including advocacy, referral, encouraging and assisting the client to overcome barriers to access.

Unit of Service: One hour

Comprehensive Assessment: To collect information about a client with multiple needs (social, environmental, physical and emotional), identify problems, determine eligibility and needed supportive services to meet those needs. Additional outcomes of the assessment are a determination of a client's functional capacity to live independently, the system, if any, that supports independent functioning, and what additional assistance is needed to sustain as much independence as possible. The assessment must be conducted in a home visit with the client by a case management social worker. When appropriate, an informal support person may be in attendance.

Unit of Service: One hour

General Assessment: To collect information about a client with multiple needs (social, environmental, physical, and emotional), identify problems, determine eligibility and needed support services to meet those needs. Does not require a home visit.

Unit of Service: One hour

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. Employ at least a quarter-time social worker who shall function as a liaison between Aging and Adult Services (AAS);
2. Provide ongoing supervision to the social worker;
3. Assure that the Spanish-speaking community is aware of the availability of social work services for at-risk older adults and encourage the use of those services;
4. Provide local access to TIES line services; social worker shall attend the Adult Abuse Prevention Collaborative;
5. Provide short-term case management services for at-risk older adults and adults with disabilities that are consistent with Aging and Adult Services Response Criteria;
6. Coordinate with AAS on cases, as needed;

7. Refer all cases of suspected elder and dependent adult abuse to AAS;
8. Refer all appropriate cases who have received either general or comprehensive assessments when it appears they are in need of direct County services (e.g., In Home Supportive Services, conservatorship) to the County's Central Intake Unit or TIES; and
9. Provide back-up coverage when the social worker is on vacation, on sick leave, or out of the office during normal business hours. Back-up person shall have access to and be able to present information from client files to Adult Protective Services, Police, Fire, and other appropriate professionals.
10. Provide translation assistance for elder abuse cases involving Spanish-speaking clients referred to AAS;

Aging and Adult Services shall:

1. Accept appropriate referrals from liaison; investigate, complete reports, and follow up, as necessary, on all suspected elder and dependent adult abuse reported by the liaison; and
2. Assign AAS Community Liaison/Social Worker for consultation purposes. This role shall include, but not be limited to: orientation to AAS standards, information about community resources, case consultation as needed, case review on a minimum of a quarterly time frame for utilization review, and provision of updates on policies and/or regulatory changes.

II. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Contractor agrees to provide 600 unduplicated clients with 8,660 senior congregate meals at the St. Andrew's Senior Center, 800 unduplicated clients with 11,440 senior congregate meals at the San Mateo Central Park site, and four nutrition education presentations at each site (total of eight).

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.

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).

III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

A. Units of Service

Contractor agrees to provide a minimum of 1,000 persons with 35 interactive community education presentations on Medicare-related issues, and 1,200 unduplicated clients with direct counseling and informal advocacy. Contractor also agrees maintain its pool of registered counselors in the following manner: at least 18 Active Counselors, 23 Registered Counselors; 17 Volunteer Active Counselors, and 20 Volunteer Registered Counselors.

Contractor also agrees to provide Medicare Outreach to underserved populations.

B. Unit Definitions

Health Insurance Counseling and Advocacy Program (HICAP), is defined in State law, Welfare and Institutions Code (W&I), Section 9541

State Health Insurance Assistance Program (SHIP), is defined by the Centers for Medicare and Medicaid Services (CMS). This term may be used interchangeably with **HICAP**.

Eligible Service Population for services other than HICAP Legal Services means (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [W&I Code, Section 9541 (a) and (c)(2)], (b) the public at large for HICAP community education services [W&I Code, Section 9541, (c)(1),(4),(5), and (6)].

Eligible Service Population for HICAP Legal Services means Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability. [W&I Code, Section 9541 (a) and (c)(3)].

Community Education: Provide interactive community education to the public on Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health care coverage plans.

Unit of Service: One interactive presentation

Counseling and Informal Advocacy: Provide direct counseling and informal advocacy with respect to Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health coverage plans.

Unit of Service: One hour

Medicare Outreach: Provide small media campaign of paid Public Service Announcements on local Spanish, Chinese and faith-based radio/television stations.

C. Program Requirements

Contractor shall perform the following:

1. Ensure statutory provisions of the HICAP (W&I Code, Section 9541) are met and services provided in accordance with all applicable laws, regulations, and the HICAP Program Manual as issued by the Department and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of this Agreement.
2. Maintain and if applicable distribute an up-to-date HICAP Program Manual and related Department requirements so that all HICAP Counselors and responsible persons have ready access to standards, policies, and procedures. Additionally, all Counselors shall be provided the latest HICAP Counselor Handbook. [W&I Code, Section 9100 (c) & (d); Section 9541 (b)(1) & (2)].
3. Provide timely notice to the Department or to the Contractor of any changes to the program or changes in the status of the Contractor or subcontractor that could restrict the operations of, or access to, HICAP services including, but not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the Contractor will forward this information to the Department.
4. Submit the name of the HICAP Program Manager to the Department and/or to the Contractor within 30 days of initial employment.
5. Recruit and maintain a strong, well-trained, cadre of volunteer Counselors, Long-Term Care Counselors, Long Term Care Community Educators and General Community Educators [W&I Code Section 9541 (c)(7)]. New Counselors shall be recruited, trained, apprenticed, and registered as needed to adjust for attrition and to maintain the agreed upon performance levels in the latest Area Plan Service Unit Plans.
6. Standard HICAP work week business hours, open to the public, shall be five days a week, Monday through Friday, at least 9 a.m. to 4 p.m., except holidays. During holidays, no HICAP office shall be closed to the public longer than 2 days in a standard work week (Monday through Friday).
7. Telephone access by the public shall be during normal business hours, Monday through Friday, 9 a.m. through 4 p.m. In the event clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message, and return telephone number with an answering service or answering machine. Calls from clients leaving messages shall be returned within 48 hours, excluding weekends and holidays.

8. Provide a disclosure statement to counseling clients prior to counseling, as prescribed by the CDA in the HICAP Program Manual [W&I Code, Section 9541 (f) (4)].
9. Provide a community education campaign designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, and related health care plans [W&I Code Section 9541(c) (1), (4), (5), &, (6)].
10. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Manual [W&I Code, Section 9541 (e)].
11. The Program Manager and/or designated representative shall attend all Department required HICAP training sessions or conferences conducted during each fiscal year, in order to maintain program knowledge, efficiency, and competency [W&I Code Section 9541, (f)(7)].
12. Maintain a program data collection and reporting system as specified in accordance to Department Standards.
13. Contractor agrees to make referrals for legal representation and report the number of legal referrals to the Department and AAS.
14. Maintain agency's commitment to increased financial support to HICAP and allow HICAP staff to conduct fundraising efforts specifically for HICAP.

IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

A. Units of Service

Contractor agrees to provide 46 unduplicated senior clients with 5,412 home-delivered meals, and three unduplicated clients with 233 supplemental home-delivered meals, four units of nutrition counseling, and four units of nutrition education presentations.

B. Unit Definitions

Meals: To provide one meal which assures a minimum of one-third of the current Recommended Dietary Allowance (DRI) for adults 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 made 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.

SCHEDULE B – AMENDMENT ONE

SELF-HELP FOR THE ELDERLY

FY 2007-2008 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, and the Meals on Wheels and Supplemental Meals on Wheels Programs. 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. CASE MANAGEMENT PROGRAM

Aging and Adult Services will pay the contractor in consideration of Case Management 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 case management services rendered.

The maximum reimbursement for the Case Management Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

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 senior meal.

AAS will pay the contractor a total of \$5,974 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 EIGHTY THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS (\$80,344).

III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

The Area Agency on Aging will pay the contractor in consideration of HICAP services rendered through federal, state and local 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 HICAP services rendered.

AAS will pay the contractor a total of \$1,929 to install Computer Local Area Network for HICAP.

AAS will pay the contractor a total of \$1,807 for supplies and equipment for HICAP.

The maximum reimbursement for HICAP during the contract term July 1, 2007 through June 30, 2008 shall not exceed TWO HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED NINE DOLLARS (\$249,809).

IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAM

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 \$200 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 to Cantonese and Mandarin.

The maximum reimbursement for the Meals on Wheels Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed TWENTY-EIGHT THOUSAND ONE HUNDRED DOLLARS (\$28,760).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed ONE THOUSAND THREE HUNDRED NINETY-EIGHT DOLLARS (\$1,398).

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, 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 Self-Help for the Elderly is \$395,311 in OAA, Federal and State HICAP funds, NSIP and Meals on Wheels Trust funds, and \$34,397 in County General Funds for general program support for a total amount of FOUR HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED EIGHT DOLLARS (\$429,708) for the contract term July 1, 2007 through June 30, 2008.