

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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AVENIDAS, 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 the purpose of providing Adult Day Health Care Program, Congregate Nutrition Program, and Transportation Program services on August 14, 2007; and

WHEREAS, the parties wish to amend the Agreement to increase funding for the Congregate Nutrition Program by \$586 for a total of \$13,706:

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, 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 THIRTEEN THOUSAND SEVEN HUNDRED SIX DOLLARS (\$13,706).

2. Schedule B of the Agreement is deleted and replaced and incorporated here in as 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

AVENIDAS

Contractor's Signature

Date: _____

SCHEDULE B – AMENDMENT ONE

AVENIDAS

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 Health Care 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, 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 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.

The maximum reimbursement for the Adult Day Health Care Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed FOUR THOUSAND THREE HUNDRED DOLLARS (\$4,300).

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 meal.

AAS will pay the contractor a total of \$586 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 FOUR THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS (\$4,286).

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, 2007 through June 30, 2008 shall not exceed FOUR THOUSAND DOLLARS (\$4,000).

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.

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.

In addition, Contractor agrees to:

- A. 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.);
- B. Offer services throughout the twelve-month contract period, unless prior written approval is received from Aging and Adult Services; and
- C. Submit a closing report by July 31, 2008.
- 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 Avenidas is \$12,586 in Older Americans Act funds, and \$1,120 in County General Funds for general program support for a total amount of THIRTEEN THOUSAND SEVEN HUNDRED SIX DOLLARS (\$13,706) for the contract term July 1, 2007 through June 30, 2008.