

**AMENDMENT ONE TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CATHOLIC CHARITIES CYO**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CATHOLIC CHARITIES CYO, 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, 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 increase funding for the Congregate Nutrition Program and the Meals on Wheels Program by \$23,961 for a total of \$587,361:

**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 EIGHTY-SEVEN THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS (\$587,361).

2. Schedule A and Schedule B of the Agreement are deleted and replaced and incorporated herein 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

CATHOLIC CHARITIES CYO

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

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

## SCHEDULE A – AMENDMENT ONE

### CATHOLIC CHARITIES CYO

#### 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, a Congregate Nutrition Program, 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 100 unduplicated clients with 5,468 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

**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. 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. CONGREGATE NUTRITION PROGRAM

### A. Units of Service

Contractor agrees to provide 100 unduplicated clients with 5,468 senior congregate meals, and four nutrition education presentations.

Contractor also agrees to hire an outside or third-party registered dietician consultant to evaluate the Congregate Nutrition Program and develop new polices and procedures to streamline and improve the quality of services.

### B. Unit Definitions

**Meal:** To provide one meal which assures a minimum of one-third of the current Recommended 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 meals 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).

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

#### **A. Units of Service**

Contractor agrees to provide 560 unduplicated senior clients with 72,483 home-delivered meals, 92 unduplicated clients with 13,752 supplemental home-delivered meals, 68 units of nutrition counseling, 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 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.
4. Participate in Meals on Wheels Coalition meetings.

**IV. TRANSPORTATION PROGRAM**

A. Units of Service

Contractor agrees to provide 100 unduplicated clients with 10,936 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**

### **CATHOLIC CHARITIES CYO**

#### **FY 2007-08 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Adult Day Care Program, a Congregate Nutrition Program, 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.

The maximum reimbursement for the Adult Day Care Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed TWENTY-THREE THOUSAND FIVE HUNDRED TWELVE DOLLARS (\$23,512).

#### **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 \$7,161 to hire a registered dietician consultant to evaluate the congregate nutrition program and develop new policies and procedures to streamline and improve the quality of services.

AAS will pay the contractor a total of \$10,300 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 THIRTY-SEVEN THOUSAND SIX HUNDRED NINETY-THREE DOLLARS (\$37,693).

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



Aging and Adult Service 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 contractor \$6,500 for Chinese and Spanish language materials for the Meals on Wheels program.

The maximum reimbursement for the Meals on Wheels Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed THREE HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$368,915).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed EIGHTY-TWO THOUSAND FIVE HUNDRED TWELVE DOLLARS (\$82,512).

#### **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 total maximum reimbursement for the Transportation Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed TWENTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$21,872).

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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; and
- F. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- 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 Catholic Charities CYO is \$534,504 in OAA, NSIP and Meals on Wheels Trust funds, and \$52,857 in County General Funds for general program support for a total amount of FIVE HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS (\$587,361) for the contract term July 1, 2007 through June 30, 2008.