

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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF DALY CITY, 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 Congregate Nutrition Program and Health Promotion/Disease Prevention Program services on August 14, 2007; and

WHEREAS, the parties wish to amend the Agreement to add an Information and Assistance Program and increase funding for the Congregate Nutrition Program by \$17,907 for a total of \$102,273:

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 ONE HUNDRED TWO THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS (\$102,273).

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

CITY OF DALY CITY

Contractor's Signature

Date: _____

SCHEDULE A – AMENDMENT ONE

CITY OF DALY CITY

FY 2007-2008 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Congregate Nutrition Program, a Health Promotion/Disease Prevention Program, and an Information and Assistance 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. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Contractor agrees to provide 350 unduplicated clients with 5,106 senior congregate meals at the Lincoln Park Senior Center, 850 unduplicated clients with 13,794 senior congregate meals at the Doelger Senior Center, and four nutrition education presentations at each site (total of eight).

B. Unit Definitions

Meals: 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 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 at both Lincoln Park and Doelger Senior Centers (or as negotiated for less or alternative service).

II. HEALTH PROMOTION/DISEASE PREVENTION PROGRAM

Disease Prevention

A. Units of Service

Contractor agrees to provide minimum of 320 unduplicated clients with at least 20 units of community education, and 120 units of health screening at a minimum of four community sites serving targeted population in San Mateo County.

B. Unit Definitions

Community Education/Advocacy: To provide educational presentations on specific health-related topics such as smoking cessation, cancer prevention, nutrition, etc.

Unit of Service: One hour

Counseling/Client and Family Support: To provide advice, guidance, and casework support for clients and their families/caregivers in order to enable the clients to make more effective use of services from caregivers/programs and to provide counseling support groups and other support to families and caregivers of individuals with health related issues.
Unit of Service: One hour

Health Screening: To provide a brief examination to determine need for more in-depth medical evaluation and referral when appropriate.
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.

Title III D (Disease Prevention and Health Promotion Services) means a variety of activities to maintain or improve the physical, mental, and nutritional health of older persons, to include the following specific activities: disease prevention, health promotion education, nutrition education, nutrition counseling, nutrition risk screening services, medication management, home security, equipment, family support, community education/advocacy, information, outreach, physical fitness, therapy, and comprehensive assessment.

Individual Health Screenings will be composed of:

- one (1) blood pressure screening,
- one (1) blood sugar screening,
- one (1) cholesterol screening, or one (1) triglycerides screening,
- one (1) body weight measurement, and
- distribution of supportive education materials

III. INFORMATION AND ASSISTANCE PROGRAM

A. Units of Service

Contractor agrees to provide Healthy Aging Response Team (HART) to support facilitated planning with community partners to assist older adults in accessing services by maneuvering through established referral systems.

B. Unit Definitions

Referral: To screen inquirers to identify their needs and appropriate resources by indicating organizations capable of meeting those needs; to help callers for whom services are unavailable by locating alternative resources; and if necessary, to actively participate in linking the inquirer to needed services.

C. Program Requirements

Title III B (Information and Assistance) means a service for older individuals that provides: (1) current information on opportunities and services available to the individuals within the communities; (2) assessment of the problems and capacities of the individuals; (3) linkage of the individuals to the opportunities and services that are available; and, (4) appropriate follow-up on referral with the client or organization to ensure that he needed service(s) was received.

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.

SCHEDULE B – AMENDMENT ONE

CITY OF DALY CITY

FY 2007-2008 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Congregate Nutrition Program, a Health Promotion/Disease Prevention Program, and an Information and Assistance 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 and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

I. 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 \$5,031 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 SEVENTY-FOUR THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS (\$74,961).

II. HEALTH PROMOTION/DISEASE PREVENTION PROGRAM

Aging and Adult Services will pay the contractor in consideration of Health Promotion/Disease Prevention 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 Health Promotion/Disease Prevention Program services rendered.

The maximum reimbursement for the Health Promotion/Disease Prevention Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed FIVE THOUSAND DOLLARS (\$5,000).

III. INFORMATION AND ASSISTANCE PROGRAM

Aging and Adult Services will pay contractor a total of \$12,876 in consideration of Information and Assistance Program services rendered through IIIB OAA funds during the period between approval of Amendment One and the end of the contract term.

The maximum reimbursement for the Information and Assistance Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed TWELVE THOUSAND EIGHT HUNDRED SEVENTY-SIX DOLLARS (\$12,876).

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 the City of Daly City is \$92,837 in OAA and NSIP funds, and \$9,436 in County General Funds for general program support for a total amount of ONE HUNDRED TWO THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS (\$102,273) for the contract term July 1, 2007 through June 30, 2008.