

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

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 PACIFICA, 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, 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 Community Service Program and increase funding for the Congregate Nutrition Program and the Meals on Wheels Program by \$20,005 for a total of \$136,661:

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 THIRTY-SIX THOUSAND SIX HUNDRED SIXTY-ONE DOLLARS (\$136,661).

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 PACIFICA

Contractor's Signature

Date: _____

SCHEDULE A – AMENDMENT ONE

CITY OF PACIFICA

FY 2007-2008 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Community Service 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. COMMUNITY SERVICE PROGRAM

A. Units of Service

Contractor agrees to provide an accessible work-station for outreach services.

B. Unit Definitions

Outreach: To provide information and encouragement about existing services and benefits to individuals. Primary outreach activity will be on a one-to-one basis, except when specifically targeted group presentations are deemed more appropriate for a particular outreach need. In such case, the service provider shall assure that all participants will be counted in the unit.

C. Program Requirements

Title III B (Community Service) means activities which focus on the physical, social, psychological, economic, educational, recreational, and/or creative needs of older persons which are not included in other California Title III Program definitions.

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.

II. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Contractor agrees to provide 400 unduplicated clients with 9,300 senior 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 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 (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 101 unduplicated senior clients with 11,560 home-delivered meals, seven unduplicated clients with 1,245 supplemental home-delivered meals, four 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 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 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.

IV. TRANSPORTATION PROGRAM

A. Units of Service

Contractor agrees to provide 65 unduplicated clients with 3,375 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

CITY OF PACIFICA

FY 2007-2008 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Community Service 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 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. COMMUNITY SERVICE PROGRAM

Aging and Adult Services will pay contractor a total of \$430 for supplies and equipment for the Community Service Program through IIIB OAA funds during the period between approval of Amendment One and the end of the contract term.

The maximum reimbursement for the Community Service Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed FOUR HUNDRED THIRTY DOLLARS (\$430).

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 \$11,445 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 FORTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$45,855).

III. 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 \$8,010 for supplies and equipment 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 SIXTY-FIVE THOUSAND EIGHT HUNDRED TEN DOLLARS (\$65,810).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed SEVEN THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$7,470).

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.

AAS will pay the contractor a total of \$120 for supplies and equipment for the Transportation Program.

The maximum reimbursement for the Transportation Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed SIX THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$6,870).

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 Pacifica is \$126,435 in OAA, NSIP and Meals on Wheels Trust funds, and \$10,226 in County General Funds for general program support for a total amount of ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED SIXTY-ONE DOLLARS (\$136,661) for the contract term July 1, 2007 through June 30, 2008.