

**FOURTH AMENDMENT 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, the parties entered into an Agreement for the purpose of providing Adult Day Care Services to clients of Aging and Adult Services on September 13, 2005, by Resolution 067528 for a term of July 1, 2005 through June 30, 2009;

WHEREAS, the parties amended the Original Agreement on April 13, 2006 by Change Notice 5700006R67528A-1 to include required state and county language;

WHEREAS, the parties amended the Original Agreement a second time on June 27, 2006 by Resolution 068108 increasing the collective amount by \$141,600 for a total of \$283,200 for all Agreements under one Resolution; and

WHEREAS, the parties amended the Original Agreement a third time on September 11, 2007 by Resolution 068971 increasing the collective amount by \$141,600 for a total of \$424,800 for all Agreements under one Resolution; and

WHEREAS, the parties wish to further amend the Agreement for the continuation of these adult day care services by increasing the collective amount by \$130,000 for Fiscal Year 2008-09 for a total amount of \$554,800 for all Agreements under one Resolution:

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 Exhibit A Amendment One, County shall make payment to Contractor based on the rates and in the

manner specified in Exhibit 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 contract exceed ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000) collectively for the period of July 1, 2008 through June 30, 2009 for all contracts approved under the same resolution. The total obligation for the term of these Agreements is FIVE HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$554,800) collectively.

2. Exhibit A and Exhibit B of the Agreement are deleted and replaced and incorporated here in as Exhibit A Amendment One and Exhibit B Amendment One as attached.
3. **All other terms and conditions of the Agreement dated September 13, 2005, 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

By: _____
Contractor's Signature

Date: _____

Exhibit A Amendment One

In consideration of the payments set forth in Exhibit B Amendment One, Contractor shall provide the following services:

I. Multipurpose Senior Services Program (MSSP) and Healthier Outcomes through Multi-Disciplinary Engagements (HOME) Team Program

Adult Day Support Center (1.0): This is a community-based program that provides nonmedical care to meet the needs of functionally-impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that will provide a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible clients are those who:

- Are referred by the MSSP Social Worker or the HOME Team Social Worker;
- Need but do not have a caretaker available during the day (MSSP);
- Are primarily cared for by an informal caregiver who needs respite;
- Are isolated and in need of social stimulation (MSSP);
- Need a protective setting for social interaction; and/or
- Need psychological support to prevent institutionalization.

MSSP only: Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the client's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature. This service provides clients with access to community services, activities and resources, specified by their plan of care.

Exhibit B Amendment One

In consideration of the services provided by Contractor in Exhibit A Amendment One, County shall pay Contractor based on the following fee schedule:

Services and Rates of Payment for Catholic Charities CYO -- for July 1, 2005 through June 30, 2009 are as follows:

| Serv. Code | Unit Type | Service | Rate Per Unit |
|------------|-----------|--------------------------------------|---------------|
| 1.0 | Day | Adult Day Support Center, day=6 hrs. | \$35.00 |

All invoices for services rendered shall be submitted by the Contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than forty-five (45) days from the date of service.

Invoices for clients referred by AAS shall contain the following information:

- 1) The title of the Program: MSSP: Adult Day Care, or HOME Team: Adult Day Care,
- 2) Names and titles of all personnel for which reimbursement is being requested,
- 3) Names of clients, dates of service, unit type, service code (if applicable), and hours of services provided, and
- 4) The signature of approval of the subcontractor's project director or an individual acting on his/her behalf.

Invoices shall be submitted on Contractor's letterhead directly to:

San Mateo County Aging and Adult Services
Attention: MSSP, Budget Accounting, or
Attention: HOME Team, Budget Accounting
225 – 37th Avenue
San Mateo, CA 94403