

**AMENDMENT TWO TO THE 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, on August 14, 2007, by Resolution 68920 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 in the amount of \$563,400 for the term July 1, 2007 through June 30, 2008; and

WHEREAS, on April 8, 2008, by Resolution 69343 the parties authorized an Amendment to 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 with no change to the term;

WHEREAS, the parties wish to further amend the Agreement for the continuation of the Meals on Wheels and Supplemental Meals on Wheels Programs services extending the term from July 1, 2008 through September 30, 2008 in the amount of \$111,232, bringing the total amount of the Agreement to \$698,593 for full term of July 1, 2007 through September 30, 2008;

**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 Two, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B Amendment Two. 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 SIX HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS (\$698,593).

2. Section 4 of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2007 through September 30, 2008.

This Agreement may be terminated by Contractor, the Health Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Schedule A Amendment One and Schedule B Amendment One of the Agreement are deleted and replaced and incorporated herein as Schedule A Amendment Two and Schedule B Amendment Two as attached.
4. **All other terms and conditions of the Agreement dated August 14, 2007, and Amendment One dated April 8, 2008 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

Brian F. Cahill,  
Executive Director

Date: 7/15/08

**SCHEDULE A – AMENDMENT TWO  
CATHOLIC CHARITIES CYO  
DESCRIPTION OF SERVICES  
JULY 1, 2008 THROUGH SEPTEMBER 30, 2008**

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): the Meals on Wheels and Supplemental Meals on Wheels Programs. Services described in this Schedule A reflect program performance requirements (units of service) during July 1, 2008 through September 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. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS**

A. Units of Service

Contractor agrees to provide 250 unduplicated senior clients with 18,121 home-delivered meals, 50 unduplicated clients with 3,438 supplemental home-delivered meals, 17 units of nutrition counseling, and one nutrition education presentation.

B. Unit Definitions

**Meal:** To provide one meal which assures a minimum of one-third of the current Dietary Reference Intakes for adults 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.
5. Means tests shall not be used by any Contractor.
6. Services shall not be denied to any client over 60 years of age that does not contribute toward the cost of the services received.
7. Methods used to solicit voluntary contributions shall be non-coercive.
8. Donation letters sent to MOW clients (over 60 years of age) shall stipulate that contributions are voluntary and not required to receive service.
9. Proof of age or citizenship shall not be required as a condition of receiving services.

**SCHEDULE B – AMENDMENT TWO  
CATHOLIC CHARITIES CYO  
FISCAL SUMMARY  
JULY 1, 2008 THROUGH SEPTEMBER 30, 2008**

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): the Meals on Wheels and Supplemental Meals on Wheels Programs. Services described in this Schedule B reflect program funding and payment methods during July 1, 2008 through September 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. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS**

Aging and Adult Service will pay 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.

The maximum reimbursement for the Meals on Wheels Program during the contract term July 1, 2008 through September 30, 2008 shall not exceed NINETY THOUSAND SIX HUNDRED FOUR DOLLARS (\$90,604).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2008 through September 30, 2008 shall not exceed TWENTY THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS (\$20,628).

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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. 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.);
- C. Offer services throughout the contract period, unless prior written approval is received from Aging and Adult Services;

- D. Submit a closing report with supporting documentation of expenses by October 31, 2008; and

Examples of documentation are as follows:

- General ledger of expenditures for the contracted program
  - Applicable payroll register
  - Lease agreements and allocation percentage for rent cost
  - Equipment invoices
  - Vendor invoices for large purchases,
  - CDA 32 form—Report of Property Furnished/Purchased
- E. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- F. 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 \$645,736 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 SIX HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS (\$698,593) for the contract term July 1, 2007 through September 30, 2008.