

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MILLS-PENINSULA SENIOR FOCUS**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MILLS-PENINSULA SENIOR FOCUS, 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 69659 the parties entered into an Agreement for the purpose of providing Adult Day Health Care Program, Alzheimer's Day Care Resource Center Program, Congregate Nutrition Program, Family Caregiver Support Program (Caregiver Support), Health Promotion/Disease Prevention Program, Medication Management Program, and Transportation Program services on September 9, 2008; and

WHEREAS, the parties wish to amend the Agreement to increase funding for the Health Promotion/Disease Prevention Program and the Family Caregiver Support Program by \$17,042 for a total of \$205,607:

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, 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 TWO HUNDRED FIVE THOUSAND SIX HUNDRED SEVEN DOLLARS (\$205,607).

2. Schedule B of the Agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.

3. All other terms and conditions of the Agreement dated September 9, 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: _____
Mark Church, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MILLS-PENINSULA SENIOR FOCUS

Contractor's Signature

Date: _____

SCHEDULE B – AMENDMENT ONE
MILLS-PENINSULA SENIOR FOCUS, INC.
FY 2008-2009 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Adult Day Health Care Program, an Alzheimer’s Day Care Resource Center Program, a Congregate Nutrition Program, the Family Caregiver Support Program (Caregiver Support), a Health Promotion/Disease Prevention Program, a Medication Management Program, and a Transportation Program. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2008 through June 30, 2009. 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. To avoid the possibility of duplicate payments of federal funds for services provided to persons receiving OAA, CBSP, and/or NSIP funding, Area Agency contract funds may not be used for Contractor’s reimbursed Medi-Cal program.

I. ADULT DAY HEALTH CARE PROGRAM

Aging and Adult Services will pay Contractor in consideration of Adult Day Health Care Program services rendered through OAA funds, the rate of \$4.30 per day.

The maximum reimbursement for the Adult Day Health Care Program during the contract term July 1, 2008 through June 30, 2009 shall not exceed TWELVE THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$12,470).

II. ALZHEIMER’S DAY CARE RESOURCE CENTER (ADCRC) PROGRAM

Aging and Adult Services will pay Contractor in consideration of ADCRC 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 ADCRC services rendered.

The maximum reimbursement for the ADCRC Program during the contract term July 1, 2008 through June 30, 2009 shall not exceed SIXTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS (\$68,374).

III. CONGREGATE NUTRITION PROGRAM

Aging and Adult Services will pay 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.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2008 through June 30, 2009 shall not exceed TEN THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$10,730).

IV. FAMILY CAREGIVER SUPPORT PROGRAM (CAREGIVER SUPPORT)

Aging and Adult Services will pay Contractor in consideration of Family Caregiver Support Program services rendered through OAA funds, including caregiver counseling, caregiver training and caregiver support group assistance, at 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 Family Caregiver Support Program services rendered.

AAS also will pay the Contractor \$16,587 in One-time-Only funds to provide multidisciplinary home assessments for caregivers (who have not had a home assessment in the past).

The maximum reimbursement for the Family Caregiver Support Program during the contract term July 1, 2008 through June 30, 2009 shall not exceed FORTY-SIX THOUSAND FIVE HUNDRED EIGHTY-SEVEN DOLLARS (\$46,587).

V. HEALTH PROMOTION PROGRAM/DISEASE PREVENTION (Wise and Well Program)

A. Disease Prevention

Aging and Adult Services will pay Contractor in consideration of Disease Prevention services rendered through 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 disease prevention services rendered.

The maximum reimbursement for the Disease Prevention portion of this program during the contract term July 1, 2008 through June 30, 2009 shall not exceed TWENTY-ONE THOUSAND ONE HUNDRED NINETEEN DOLLARS (\$21,119).

B. Medication Management

Aging and Adult Services will pay Contractor in consideration of Medication Management Program services rendered through 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 medication management services rendered.

AAS will pay the contractor a total of \$455 for supplies and equipment for Medication Management.

The maximum reimbursement for the Medication Management Program during the contract term July 1, 2008 through June 30, 2009 shall not exceed ELEVEN THOUSAND FOUR HUNDRED SIXTY-TWO DOLLARS (\$11,462).

VI TRANSPORTATION PROGRAM

Aging and Adult Services will pay Contractor in consideration of Transportation Program services rendered through IIB 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 maximum reimbursement for the Transportation Program during the contract term July 1, 2008 through June 30, 2009 shall not exceed ELEVEN THOUSAND SIX HUNDRED DOLLARS (\$11,600).

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 with supporting documentation of expenses by July 31, 2009;

Documentation should include the following:

- 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
- 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 Mills-Peninsula Senior Focus, Inc., is \$182,342 in OAA and NSIP funds, and \$23,265 in County General Funds for general program support for a total amount of TWO HUNDRED FIVE THOUSAND SIX HUNDRED SEVEN DOLLARS (\$205,607) for the contract term July 1, 2008 through June 30, 2009.