

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND THE
OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC., 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 Ombudsman Program services on September 9, 2008; and

WHEREAS, the parties wish to amend the Agreement to decrease baseline funding for Ombudsman Program by \$2,518 for a total of \$313,939:

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 THREE HUNDRED THIRTEEN THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$313,939).

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

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.

Contractor's Signature

Date: _____

SCHEDULE B – AMENDMENT ONE

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.

FY 2008-2009 FISCAL SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Ombudsman Program. Services described in this Schedule B reflect program funding and payment method during fiscal year July 1, 2008 through June 30, 2009. This program 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. OMBUDSMAN PROGRAM

Aging and Adult Services will pay Contractor in consideration of community education services, complaint investigation, and volunteer recruitment rendered \$188,615 in OAA funding, in consideration of services rendered to individuals under 60 years of age in residential care facilities \$50,000 in County General 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 ombudsman services rendered and \$75,324 in County General Funds for general program support.

The maximum reimbursement for the Ombudsman Program in OAA and County General Funds funding during the contract term July 1, 2008 through June 30, 2009 shall not exceed THREE HUNDRED THIRTEEN THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$313,939).

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 Ombudsman Services of San Mateo County, Inc., is \$188,615 in OAA funds, \$50,000 in County General Funds to serve individuals under 60 years of age in residential care facilities, and \$75,324 in County General Funds for general program support for a total amount of THREE HUNDRED THIRTEEN THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$313,939) for the contract term July 1, 2008 through June 30, 2009.