

**AMENDMENT ONE TO THE AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE  
COASTSIDE ADULT DAY HEALTH CENTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the **COASTSIDE ADULT DAY HEALTH CENTER**, 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 Program, Congregate Nutrition Program, and Transportation Program services on September 9, 2008; and

WHEREAS, the parties wish to amend the Agreement to increase funding for the Congregate Nutrition Program by \$1,250 and adding the Family Caregiver Support Program in the amount of \$4,000 for a total of \$48,716:

**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 FORTY-EIGHT THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS (\$48,716).

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 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

**COASTSIDE ADULT DAY HEALTH CENTER**

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

**SCHEDULE A – AMENDMENT ONE**  
**COASTSIDE ADULT DAY HEALTH CENTER**  
**FY 2008-2009 DESCRIPTION OF SERVICES**

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 Program, a Congregate Nutrition Program, a Family Caregiver Support Program, and a Transportation Program. Services described in this Schedule A reflect program performance requirements (units of service) 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 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.

Program Performance Measurement:

Contractor shall agree to distribute customer feedback surveys, which will be provided by County and returned to the County for data collection and analysis. Contractor agrees to attempt to obtain at least a 75% rating of good or better from client surveys. This percentage will serve as a baseline for performance in future years.

**I. ADULT DAY HEALTH CARE PROGRAM**

A. Units of Service

Contractor agrees to provide 37 unduplicated clients with 1,500 days of attendance.

B. Unit Definitions

**Adult Day Health Care:** To provide a day of attendance for an eligible client at a facility or center.

**Unit of service: One day (four-hour minimum)**

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. Be licensed by the State of California and conform to State regulations;
2. Make arrangements for transporting clients to and from the site through the use of an agency owned and operated vehicle or by arrangement with another agency or through other means;
3. Offer a daily nutrition program;
4. Prepare an individual assessment with a care plan for clients and offer appropriate therapeutic programs based on licensing guidelines and social activities as well as other supportive services for clients and their caregivers;

Contractor assures that:

1. Means tests shall not be used to determine program/service eligibility;
2. Services shall not be denied to any client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions shall be non-coercive;
4. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service; and
5. Proof of age or citizenship shall not be required as a condition of receiving services.

## II. ALZHEIMER'S PROGRAM

### A. Units of Service

Contractor agrees to provide 10 unduplicated clients with the following services: one community education session, 900 days of attendance, 132 hours of family counseling and training, six in-service staff training sessions, three professional service provider sessions, and 10 support group sessions.

### B. Unit Definitions

**Community Education:** Presentations will be conducted alone or jointly with other community providers to provide needed information to professionals and service providers in the community.

**Unit of Service: One session**

**Day of Attendance:** To provide an environment designed to accommodate participants experiencing moderate to severe stages of Alzheimer's Disease. Program to include dementia specific services and a noon meal.

**Unit of Service: One day (five-hour minimum)**

**Family Counseling/Training:** Trained social workers or other professionals on staff to provide counseling and to assist families by referring them to specific resources in the area to address dementia-related issues in depth.

**Unit of Service: One hour**

**In-Service Staff Training:** Conduct training sessions for staff and volunteers that emphasize understanding dementia.

**Unit of Service: One session**

**Professional Service Provider Sessions:** Use student intern programs to provide training to professional service providers in the community.

**Unit of Service: One session**

**Support Group Sessions:** Sessions conducted for caregivers through caregiver support groups and other caregiver activities no fewer than 10 times per year by staff associated with the ADCRC or by arrangement with other support group providers in the local community.

**Unit of Service: One session**

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.

**Program Requirements** are to operate, as a direct or contracted serve, a state funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resources Center policy and Procedure Manual, revised July 2000, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement.

**Eligible Service Population** means: an individual at 18 and older with Alzheimer's disease, or other dementia-related disorders, particularly in the moderate to severe stages, whose care needs and behavioral problems may make it difficult to participate in existing care programs.

Contractor agrees to:

1. Provide services to meet the special care needs of participants with dementia, concentrating on participants in the moderate to severe ranges of disability due to dementia. Provide respite relief, counseling, and referral to other services for families and caregivers. The ADCRC must conduct dementia appropriate, specifically designed activities related to social, cognitive and physical functioning as well as activities of daily living that maintain the dignity of each individual and use available skills and knowledge;
2. Provide physical facilities that include safeguards to protect the participants' safety. The ADCRC must have a written plan for emergency preparedness including evacuation in the event of fire, earthquake, or other potentially life threatening disaster;
3. Develop an individual written plan of care for each participant based upon functional capacity and services needed and available within the context of the day care program and its resources. Care planning should include multidisciplinary input;
4. Provide or arrange for a nutritious noon meal for participants that provides one-third of the Recommended Dietary Allowance for older persons. Morning and afternoon snacks should also be available;
5. Provide directly or arrange for transportation so that clients can get to the ADCRC site. If site provides transportation directly, all laws and regulations pertaining to vehicle maintenance, the qualification of drivers, and insurance shall be followed to assure safety;
6. Conduct community outreach activities and provide Alzheimer's Disease educational and informational materials to the community;
7. Conduct pre-award and physical plant, safety inspections, and relocation visits;
8. The use of any funds in support of an ADCRC requires each contracted entity to comply with all ADCRC program requirements;
9. Multiple subcontractors are allowable and satellite sites operated by a subcontractor are no longer tied to a baseline funding allocation;
10. Subcontractor must have a mechanism in place to ensure that changes in licensing status are reported to the Contractor within 30 days;

11. Ensure that the subcontractor has a current Adult Day Health Care or Adult Day Care license. (W&I 9542(e)).

Contractor assures that:

1. Means tests shall not be used to determine program/service eligibility;
2. Services shall not be denied to any client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions shall be non-coercive;
4. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service; and
5. Proof of age or citizenship shall not be required as a condition of receiving services.

### III. CONGREGATE NUTRITION PROGRAM

#### A. Units of Service

Contractor agrees to provide 37 unduplicated clients with 1,500 congregate senior meals, and four nutrition education presentations.

#### B. Unit Definitions

**Meal:** To provide one meal that assures a minimum of one-third of the current Dietary Reference Intakes (DRI) for adults and complies 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);

Contractor assures that:

1. Means tests shall not be used to determine program/service eligibility;
2. Services shall not be denied to any client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions shall be non-coercive;
4. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service; and
5. Proof of age or citizenship shall not be required as a condition of receiving services.

#### **IV. FAMILY CAREGIVER SUPPORT PROGRAM (SUPPLEMENTAL SERVICES)**

##### **A. Units of Service**

There are no Units of Service required for Fiscal Year 2008-09.

##### **B. Unit Definitions**

**Supplemental Services:** means caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts.



**Supplemental Services** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.

**Assistive Devices for Caregiving:** means a Supplemental Service involving the purchase, rental and/or service fee of any equipment or product system (ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device) that will facilitate and enhance the caregiving role.

**Unit of Service: One device for one client equals one occurrence**

**Home Adaptations for Caregiving:** means a Supplemental Service that makes any minor or major physical change to the home in order to facilitate and enhance the caregiving role (ranging from installation of grab bars or replacement of door handles to construction of an entrance ramp or roll-in shower).

**Unit of Service: One modification to one home equals one occurrence**

C. Program Requirements

1. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374;
2. **Eligible Service Population** for Title III E means:
  - a. A Family Caregiver
  - b. A Grandparent or Older Individual Who is a Relative Caregiver;
3. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction. “Family Caregiver” is used interchangeably with “informal caregiver”. “Informal” means that the care is not provided as part of a public or private formal service program.

A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

The broader term “Caregiver” as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA:
  - a. Lives with a child (but is not the older adult parent of the child or individual of any age with a disability);
  - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
  - c. Has legal relationship with child, such as legal custody or guardianship, or is raising the child informally.
5. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(22)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [e.g., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.
6. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age or is an individual (of any age) with a disability.
7. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue

indefinitely and results in substantial limitation in 3 or more of the following areas of major life activity:

- a. Self-care
- b. Receptive and expressive language
- c. Learning
- d. Mobility
- e. Self-direction
- f. Capacity for Independent Living
- g. Economic self-sufficiency
- h. Cognitive functioning
- i. Emotional adjustment

8. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e) (1), the Department has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

- a. In providing Family Caregiver Support Program (FCSP) services to a family caregiver, or a grandparent or older individual who is a relative caregiver, priority shall be given for services under OAA, Section (373)(2) to:
  - (1) Family Caregivers who provide care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction;
  - (2) Grandparents or other older relatives who provide care for children with severe disabilities;
  - (3) Family Caregivers and Grandparents or relative caregivers who are older individuals 60 year of age or older [as defined in Title I, Section 102(40)] with greatest social need, with greatest economic need, and with particular attention to low-income individuals; and

- (4) Family Caregivers and Grandparents or relative caregivers who are older individuals 60 years of age or older [as defined in Title I Section 102(40)] who provide care for individuals with severe disabilities, including children with severe disabilities.
  - b. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with Title III, Part E, Section 373(d) of the OAA and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants in community service settings (and programs).
9. Contractor agrees to:
- Comply with the data standards of California Department of Aging (CDA) that will be reported through the California Aging Reporting System (CARS).
- Contractors will be required to collect and document specific caregiver and care receiver data elements required for Aging and Adult Services.
10. Contractor assures that:
- a. Means tests shall not be used to determine program/service eligibility;
  - b. Services shall not be denied to any client that does not contribute toward the cost of the services received;
  - c. Methods used to solicit voluntary contributions shall be non-coercive;
  - d. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service; and
  - e. Proof of age or citizenship shall not be required as a condition of receiving services.

#### **IV. TRANSPORTATION PROGRAM**

##### **A. Units of Service**

Contractor agrees to provide 37 unduplicated clients with 3,000 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 medial trip services only if there is a defined need and only if resources permit;

Contractor assures that:

1. Means tests shall not be used to determine program/service eligibility;
2. Services shall not be denied to any client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions shall be non-coercive;
4. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service; and
5. Proof of age or citizenship shall not be required as a condition of receiving services.

**SCHEDULE B – AMENDMENT ONE**  
**COASTSIDE ADULT DAY HEALTH CENTER**  
**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 Program, a Congregate Nutrition 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 SIX THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$6,450).

**II. ALZHEIMER'S PROGRAM**

Aging and Adult Services will pay Contractor in consideration of Alzheimer's Program services rendered through IIIB 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 Alzheimer's Program services rendered.

The maximum reimbursement for the Alzheimer's Program during the contract term July 1, 2008 through June 30, 2009 shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

**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.

AAS will pay the contractor a total of \$1,250 for supplies and equipment for the Congregate Nutrition Program.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2008 through June 30, 2009 shall not exceed SIX THOUSAND FIFTY DOLLARS (\$6,800).

#### **IV. FAMILY CAREGIVER SUPPORT PROGRAM (SUPPLEMENTAL SERVICES)**

AAS will pay the contractor a total of \$4,000 for supplies and equipment for the Family Caregiver Support Program.

The maximum reimbursement for the Family Caregiver Support Program during the contract term July 1, 2008 through June 30, 2009 shall not exceed FOUR THOUSAND DOLLARS (\$4,000).

#### **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.

The maximum reimbursement for the Transportation Program during the contract term July 1, 2008 through June 30, 2009 shall not exceed SIX THOUSAND DOLLARS (\$6,000).

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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. 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 (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.);
- 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 Coastside Adult Day Health Center is \$43,250 in OAA, NISP and Title III funds, and \$5,466 in County General Funds for general program support for a total amount of FORTY-EIGHT THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS (\$48,716) for the contract term July 1, 2008 through June 30, 2009.