

**AMENDMENT TWO TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PENINSULA VOLUNTEERS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA VOLUNTEERS, 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, the parties entered into an Agreement for the purpose of providing Adult Day Care Services to clients of Aging and Adult Services on June 9, 2009, by Resolution 70153 in the amount of \$141,600 for a term of July 1, 2009 through June 30, 2013;

WHEREAS, the parties amended the Original Agreement on May 11, 2010 by Resolution 70754 increasing the collective amount by \$141,600 for FY 2010-11 for a total of \$283,200 for all Agreements under one Resolution; and

WHEREAS, the parties wish to further amend the Original Agreement for the continuation of these adult day care services by increasing the collective amount by \$141,600 for Fiscal Year 2011-12 for a total amount of \$424,800 and replacing the Exhibit As and Exhibit Bs 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 (revised July 1, 2011), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised July 1, 2011). 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 FORTY-ONE THOUSAND SIX HUNDRED DOLLARS (\$141,600) collectively for the period of July 1, 2011 through June 30, 2012 for all contracts approved under the same

resolution. The total obligation for the term of these Agreements is FOUR HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$424,800) collectively.

2. Original Exhibit A of the Agreement is replaced with Exhibit A (revised July 1, 2011) as attached.
3. Original Exhibit B of the Agreement is replaced with Exhibit B (revised July 1, 2011) as attached.
4. **All other terms and conditions of the Agreement dated June 9, 2009, 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: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

PENINSULA VOLUNTEERS, INC.

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

Date: 2/23/11

## Exhibit "A" (revised July 1, 2011)

In consideration of the payments set forth in Exhibit "B" (revised July 1, 2011), Contractor shall provide the following services:

### I. Definition:

**Adult Day Care (1.1):** will be provided to MSSP clients who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day support center. Adult Day Care services will be provided when the client's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide non-medical care to persons 18 years of age or older in need of personal care services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual for less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Alzheimer's Day Care Resource Centers (not licensed by DSS) are also eligible providers. Eligible clients are those who:

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

### II. Scope of Work:

Contractor agrees to:

1. Maintain a current State of California ADC or ADHC license (Welfare and Institutions Code 9542(e) 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; and
4. Maintain minimum staffing ratios per license requirement and place qualified staff in key, client-related positions. Use of volunteers is encouraged to augment, not replace program staffing.

Exhibit "B" (revised July 1, 2011)

In consideration of the services provided by Contractor in Exhibit "A" (revised July 1, 2011), County shall pay Contractor based on the following fee schedule:

Serv. Code	Unit Type	Service	Rate Per Unit
1.1	Day	Adult Day Care, day=6 hrs.	\$40.00

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;

Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days;

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

- 1) The title of the Program: MSSP: 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 Contractor'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  
225 – 37<sup>th</sup> Avenue  
San Mateo, CA 94403

AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted; and

The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Peninsula Volunteers, Inc	Phone:	650.326.0065
Contact Person:	Bart A. Charlow	Fax:	650.326.9547
Address:	800 Middle Avenue Menlo Park, CA 94025		

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
- offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
- the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

Signature

*[Handwritten Signature]*

Date

*2/27/11*

Name

*BART A. CHARLOW*

Title

*EXECUTIVE DIRECTOR*