

COUNTY OF SAN MATEO
Departmental Correspondence

Date: December 5, 2001

Hearing date: December 18, 2001

TO: Honorable Board of Supervisors

FROM: Charlene A. Silva, Director, Aging and Adult Services *CAS*

SUBJECT: Agreement with Mills-Peninsula Senior Focus, Inc.

RECOMMENDATION

Adopt a resolution:

1. authorizing the President of the Board to execute an Agreement with Mills-Peninsula Senior Focus, Inc., for Adult Day Care services; and
2. authorizing the Director of Health Services Agency to execute future amendments and minor modifications to this Agreement, not to exceed \$25,000.

Background

For the past thirteen years Aging and Adult Services (AAS) has received funds from the California Department of Aging (CDA) to provide the Multipurpose Senior Services Program (MSSP). MSSP provides funding for adult day care programs and home health care services to allow frail seniors and adults with disabilities to remain independent in their homes and their communities and avoid premature placement in nursing facilities and acute care hospitals.

Adult day care provides a structured and therapeutic program of supervised social, recreational, and nutritional services, linking participants with needed supportive services. It also provides needed respite for family and friends who are the primary caregivers of the program participants. The goal of adult day care is to maintain or improve the well-being of older adults and adults with disabilities and prevent their premature institutionalization.

On June 5, 2001 your board approved the 2001-2002 Agreement with CDA for MSSP for adult day care programs and home health care services for a total of \$739,385.

On June 19, 2001 your board approved Agreements with three contractors for a collective amount of \$115,000 to provide adult day care services under MSSP.

Discussion

Currently, AAS has three contractors providing MSSP services in the areas of San Carlos, Menlo Park, and South San Francisco. The addition of Mills-Peninsula Senior Focus, Inc., will allow us to provide MSSP services in the central cities of San Mateo, Millbrae, and Burlingame.

In December 2000, Aging and Adult Services (AAS) issued a competitive Request for Proposals (RFP) for adult day care programs for services to be funded through San Mateo County's Older Americans Act (OAA) and other AAS programs. The four-year cycle of the RFP is from July 2001 through June 30, 2005. The three current providers as well as Mills-Peninsula Senior Focus, Inc. were successful respondents to the RFP to provide adult day care services. Mills Peninsula Senior Focus, Inc. is currently providing services for various OAA Programs.

Performance Measures

Two performance measures were developed last year to help determine MSSP's success at meeting its goal of assisting clients to delay or avoid institutionalization. The first measure looks at the average number of months clients are served by MSSP. This represents the amount of time the program has succeeded in avoiding institutionalization. The second performance measure looks at the number of clients who terminate from the program because of institutionalization. The lower this percentage is, the better the program is doing at meeting its goal of avoiding institutionalization.

| Performance Measures | Actual FY 2000-01 | Estimated FY 2001-02 |
|--|----------------------|-------------------------|
| Average number of months that MSSP services prevented institutionalization | 39 | 37 |
| Number and Percent of case terminations due to institutionalization | 35 26% | 32 25% |

County Counsel has reviewed and approved this agreement.

Term and Fiscal Impact

The term of this agreement is January 1, 2002 through June 30, 2002. The maximum the county shall be obligated to pay collectively for this agreement and the three approved in June 2001 is \$115,000. These funds are provided through the MSSP agreement with CDA and are included in AAS's approved budget for 2001-2002. There is no impact on the county General Fund as a result of this action. We are requesting that the Director of Health Services be given signing authority to execute minor changes and modifications not to exceed the aggregate of \$25,000.

RECOMMENDED


HEALTH SERVICES AGENCY

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION APPROVING AGREEMENT WITH MILLS-PENINSULA
SENIOR FOCUS, INC.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby Mills-Peninsula Senior Focus, Inc., shall provide adult day care services for MSSP clients; and

WHEREAS, the maximum the county shall be obligated to pay collectively for services provided through this Agreement and the three Agreements approved through Resolution Number 64534, dated June 19, 2001, is \$115,000; and

WHEREAS, this Board has been presented with a form of the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS RESOLVED that the Agreement with Mills-Peninsula Senior Focus, Inc., is hereby approved, and the President of this Board of Supervisors is hereby authorized and directed to execute the aforesaid Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Director of Health Services is authorized to execute subsequent Amendments and minor modifications to the Agreement with Mills-Peninsula Senior Focus, Inc., not to exceed the aggregate of \$25,000.

REQUEST FOR PROPOSALS (RFP)

| | |
|--|--|
| 1. General Description of RFP | Contract Services for Adult Day Care for the Multipurpose Senior Services Program |
| 2. List key evaluation criteria | <ol style="list-style-type: none"> 1. Prior experience working with target program population, consumer involvement, outreach, and volunteers, 2. Effective plan for delivery of services including organization and staffing, training, record keeping, contingency plan, record keeping, and coordination of services 3. Cost, cost allocations 4. Mission of the organization |
| 3. Where was it advertised? | San Mateo Times |
| 4. In addition to any advertisement, list others to whom RFP was sent | Senior Centers, San Mateo City offices, and agencies services seniors and persons with disabilities. |
| 5. Total number sent to prospective proposers | 200 |
| 6. Number of proposals received | 55 |
| 7. Who evaluated the proposals? | Review committee included staff from Aging and Adult Services (AAS) and representatives from Commission on Aging, Commission on Disabilities, AAS from Alameda County, and New Beginnings Coalition. |
| 8. In alphabetical order, names of proposers (or finalist, if applicable) and location | <p>Avenidas, Palo Alto, CA City of Belmont, Belmont, CA Catholic Charities, San Mateo, CA Ctr. for the Independence of the Disabled, Belmont, CA Coastside ADHC, Half Moon Bay, CA City of Daly City, Daly City, CA Family Service Agency, San Mateo, CA Lance Reynolds, San Bruno, DA Legal Aid Society, San Mateo, CA City of Menlo Park, Menlo Park, CA City of Millbrae, Millbrae, CA Mills Peninsula Senior Focus, Inc., Millbrae, CA City of Pacifica, Pacifica, CA Peninsula Volunteers, Menlo Park, CA Poplar, ReCare, San Mateo, CA City of San Bruno, San Bruno, CA San Mateo County/Mental Health, San Mateo, CA Self Help for the Elderly, San Mateo, CA Senior Coastsiders, Half Moon Bay, CA City of South San Francisco, S. San Fco., CA</p> |

AGREEMENT WITH MILLS-PENINSULA SENIOR FOCUS, INC.
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MILLS-PENINSULA SENIOR FOCUS, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Aging and Adult Services; and

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;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A for the Multipurpose Senior Services Program, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000) collectively for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so

approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance \$1,000,000
- 3) Professional Liability \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein.

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;

iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

i. examine Contractor's employment records with respect to compliance with this paragraph;

ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to

Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County
Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to

Contractor.

2) In the case of Contractor, to:

Mills-Peninsula Senior Focus, Inc.
Attn: Linda Franco
100 So. San Mateo Dr.
San Mateo, CA 94401

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 2002 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

MILLS-PENINSULA SENIOR FOCUS, INC.

By: _____
Michael D. Nevin, President
Board of Supervisors, San Mateo County

By:  _____

Date: _____

Date: Nov 21, 2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE C

Contract between County of San Mateo and Mills-Peninsula Senior Focus, Inc., hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Debbie Goodin

Name of 504 Person - Type or Print

Mills-Peninsula Senior Focus, Inc.
Name of Contractor(s) - Type or Print

100 So. San Mateo Dr.
Street Address or PO Box

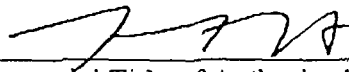
San Mateo,
City

CA
State

94401
Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

NOV 21, 2001
Date


Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

MULTIPURPOSE SENIOR SERVICES PROGRAM

PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR PROGRAM

- A. Contractor agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and State of which this agreement is a part.
- B. 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.

Invoices shall contain:

- 1) The title of the Program: 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, and hours of services provided, and
- 4) The signature of approval of the subcontractor's project director or an individual acting on his/her behalf.

- C. Compensation for services shall be paid as described in Part II of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

San Mateo County Aging and Adult Services
Attention: Social Work Supervisor - MSSP
225 - 37th Avenue
San Mateo, CA 94403

- D. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to receive regardless of this Agreement, unless provision of such services would require contractor to develop additional service units.
- E. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and

services furnished under the terms of this Agreement. Contractor agrees to maintain and preserve until four (4) years after termination of County's Agreements with the State, and to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to, and to examine and audit, any and all pertinent books, documents, papers, and records of the Agreement related to the above named programs.

- E. Contractor shall indemnify and hold harmless State, County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978.
- F. Contractor shall hold the State and individuals served under this contract harmless in the event County cannot or will not pay for services performed by the contractor pursuant to this contract. Contractor shall be held solely and exclusively liable for any act or omission of its agents or employees as related to the services provided hereunder.
- G. Contractor, its agents and employees, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of either County or State. This agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Departments of Health Services and Aging in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- H. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention, and disposal. Contractor shall disclose no information without written authorization from San Mateo County, except for statistical information that does not identify specific clients, or as authorized by a program client with regards to information pertaining only to himself/herself. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this agreement. Contractor shall not use such information for any purpose other than carrying out the obligations under this agreement. For the purposes of this paragraph, identity shall include but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.
- I. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this contract.

- J. Contractor shall maintain licensure and certification requirements at all times during the term of this Agreement.
- K. All services to be performed by Contractor pursuant to this agreement shall be performed in accordance with all applicable Federal, State, County, and Municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, see Attachment I, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, and provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Contractor shall send to each labor union or representative of workers with which vendor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Federal Government or the State, advising the labor union or worker's representative of the contractor's commitments under the Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- L. Contractor agrees to allow County, State, or Federal representatives, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed hereunder. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County or State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that they will not unduly delay or interfere with the work being performed by Contractor.
- M. County may terminate this agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this agreement, the balance, if any, due and owing shall be paid to Contractor. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and the State, including Contract Number MS-0102-13.
- N. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this agreement.

PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES PROGRAM

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Aging and Adult Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This agreement shall be of no force and effect unless and until the County has fully executed agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these agreements have been approved by the State.

Services and Rates of Payment for Mills-Peninsula Senior Focus, Inc. - for January 1, 2002 to June 30, 2002

| <u>Serv. Code</u> | <u>Unit Type</u> | <u>Service</u> | <u>Rate</u> |
|-------------------|------------------|--------------------------------------|-------------|
| 1.0 | day | Adult Day Support Center, day=6 hrs. | \$30.00 |

Definition of Services Provided

Adult Day Support Center (1.0): This is a community-based program that provides nonmedical care to meet the needs of functionally-impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that will provide a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible clients are those who:

- need but do not have a caretaker available during the day;
- are isolated and in need of social stimulation;
- need a protective setting for social interaction; and/or,
- need psychological support to prevent institutionalization.

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the client's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature. This service provides clients with access to community services, activities and resources, specified by their plan of care.

INTEGRATION: This agreement, Attachments I and II, and Schedules A and B inclusive, shall be taken together to form the complete terms and conditions of this agreement. Should any of the terms and conditions of this agreement be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall be valid and serviceable.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Mills-Peninsula Senior Focus, Inc.
Contact Person: Forrest Malakoff
Address: 100 So. San Mateo Dr
San Mateo, CA 94401
Phone Number: (650) 696-4274 Fax Number: (650) 696-4630

II Employees

Does the Contractor have any employees? X Yes ___ No
Does the Contractor provide benefits to spouses of employees? X Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on ___ (date) and expires on ___ (date).

IV Declaration

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.

Executed this 21 day of November, 2001 at San Mateo, California
(City) (State)

Signature
Assistant V.P.
Title

Forrest Malakoff
Name (Please Print)
94-2663918
Contractor Tax Identification Number

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321

FROM: Raymond Swope, County Counsel
Telephone X 4759, Fax 363-4034, Pony CCO 111

SUBJECT: Approval of Board Memo Resolution and Agreement with:
Mills-Peninsula Senior Focus, Inc.

DATE SUBMITTED: November 14, 2001

CONTRACT PERIOD: January 1, 2002 to June 30, 2002

CONTRACT AMOUNT AND FUNDING SOURCE:

A collective amount of \$115,000 – funds for this agreement will be paid from a grant from the

California Department of Aging.

COUNTY COUNSEL'S OFFICE HAS REVIEWED AND HEREBY APPROVED AS TO
FORM THE AGREEMENT STIPULATED ABOVE.

APPROVED BY:


DEPUTY COUNTY COUNSEL

11/19/01
DATE

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

Number of pages faxed 5

DATE: November 14, 2001
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163
FROM: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Mills-Peninsula Senior Focus, Inc.

DO THEY TRAVEL?: Contractor may transport clients to and from program site.

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Contractor will provide Adult Day Care services for clients of the Multipurpose Senior Services Program.

| COVERAGE: | Amount | approve | waive | modify |
|---------------------------------|-----------|-------------------------------------|--------------------------|--------------------------|
| Comprehensive General Liability | \$ 1m | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Motor Vehicle Liability | \$ 1m | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Professional Liability | \$ 1m | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Worker's Compensation | Self insd | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

REMARKS/COMMENTS

SIGNATURE DATE
Priscilla Morse 11-12-01

POLICY OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/31/01

PRODUCER
A.J. Gallagher & Co/Comm Lines
CA Lic# 0726293 (925)460-9900
4301 Hacienda Dr. #300
Leasanton, CA 94588-9101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Mills-Peninsula Hospital
100 San Mateo Drive
Senior Focus, Inc.
San Mateo, CA 94401

INSURER A: Great American Ins (Cincinnati)
INSURER B: _____
INSURER C: _____
INSURER D: _____
INSURER E: _____

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | | | | | | | |
|--|--|---------------|----------------------------------|-----------------------------------|---|--|--------------------------------|--------------------|----------|----------------------------|----------|-----------------------------|----------|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ _____ FIRE DAMAGE (Any one fire) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COM/PROP AGG \$ _____ | | | | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car | CAP375367101 | 07/31/01 | 07/31/02 | COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN EA ACC \$ _____ AUTO ONLY: AGG \$ _____ | | | | | | | | |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____ | | | | EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____ \$ _____ | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><input type="checkbox"/> WC STATUTORY LIMITS</td> <td style="width: 40%;"><input type="checkbox"/> OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ _____</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ _____</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ _____</td> </tr> </table> | <input type="checkbox"/> WC STATUTORY LIMITS | <input type="checkbox"/> OTHER | E.L. EACH ACCIDENT | \$ _____ | E.L. DISEASE - EA EMPLOYEE | \$ _____ | E.L. DISEASE - POLICY LIMIT | \$ _____ |
| <input type="checkbox"/> WC STATUTORY LIMITS | <input type="checkbox"/> OTHER | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ _____ | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ _____ | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ _____ | | | | | | | | | | | | |
| | OTHER | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Cert holder is named as additional insured with respect to liability arising out of the operation of covered autos on the additional insured's premises.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

County of San Mateo
Area Agency of Aging
Name: Mary Roblee
25 37th Ave.
San Mateo, CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mona E. Lindahl

SUTTER INSURANCE SERVICES CORPORATION

Grosvenor Center, Mauka Tower

737 Bishop Street #2100

Honolulu, HI 96813

For further information referencing this Certificate, contact:
Sutter Health Risk Management Department (916) 286-6520

CERTIFICATE OF COVERAGE

CERTIFICATE NO. 01-1-411

ISSUE DATE: January 1, 2001

NAME OF INSURED

Mills Peninsula Hospitals
Senior Focus, Inc.
100 South San Mateo Drive
San Mateo, CA 94401

COVERAGE

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF COVERAGE

Healthcare Professional Liability & Commercial General Liability

SISCO (Claims made):

LIMIT:

Primary: SIS 2001-1

\$2,000,000/Claim

Excess: SIS 2001-2

\$3,000,000/Claim

Retroactive Date: 1/1/98 (MPHS)

The excess policy is supported by reinsurance provided by Lloyds of London and General Reinsurance Corporation.

CERTIFICATE EFFECTIVE DATE: 1/1/01

CERTIFICATE EXPIRATION DATE: 1/1/02

REASON FOR INTEREST

RE: Mills-Peninsula Senior Focus Agreement to provide nutrition and transportation services.

CERTIFICATE HOLDER

County of San Mateo
Attn: Aging & Adult Services
225 West 37th Avenue
San Mateo, CA 94403

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.


Authorized Representative

SUTTER INSURANCE SERVICES CORPORATION

Grosvenor Center, Mauka Tower

737 Bishop Street #2100

Honolulu, HI 96813

For further information referencing this Certificate, contact:

Sutter Health Risk Management Department (916) 286-6520

CERTIFICATE OF COVERAGE

CERTIFICATE NO. 01-1-113

ISSUE DATE: January 1, 2001

NAME OF INSURED

Mills-Peninsula Hospitals
Senior Focus, Inc.
100 South San Mateo Drive
San Mateo, CA 94401

COVERAGE

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF COVERAGE

Healthcare Professional Liability & Commercial General Liability

SISCO (Claims made):

LIMIT:

Primary: SIS 2001-1

\$1,000,000/Claim

Retroactive Date: 1/1/98 (MPIIS)

The excess policy is supported by reinsurance provided by Lloyds of London and General Reinsurance Corporation.

CERTIFICATE EFFECTIVE DATE: 1/1/01

CERTIFICATE EXPIRATION DATE: 1/1/02

REASON FOR INTEREST

RE: Evidence of liability insurance in connection with the Senior Focus Alzheimer's Day Care Resource Center and Adult Day Health Program.

CERTIFICATE HOLDER

County of San Mateo
Attn: Aging and Adult Services
225 West 37th Avenue
San Mateo, CA 94403

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.


Authorized Representative

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

Number: I-1993-02

INTERIM
CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That
MILLS-PENINSULA SENIOR FOCUS

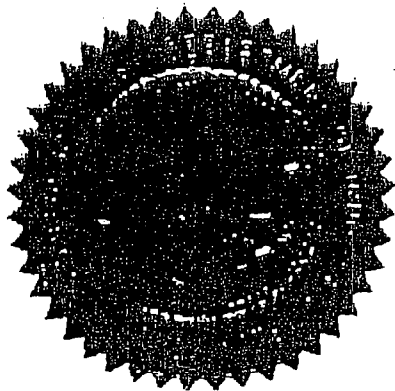
(Name of subsidiary/affiliate)

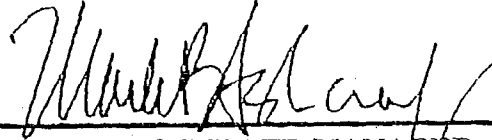
California 94-2663918

(State of Incorporation) Tax ID. No.

is hereby granted this Interim Certificate of Consent to Self-Insure for workers' compensation liabilities from the effective date of this certificate February 1, 2000 to expiration date of July 29, 2000, pursuant to Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and Section 15205 of Title 8, California Code of Regulations. Said Interim Certificateholder is a subsidiary or affiliate of Sutter Health


which has been issued Certificate of Consent to Self-Insure No. 1993 by the Director of Industrial Relations; said certificate remains in full force and effect; and, as the master certificateholder is fully responsible for all benefits due from claims of the Interim Certificate party herein named during the period of this Interim Certificate.





MARK B. ASHCRAFT, MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



STEPHEN J. SMITH, DIRECTOR