


COUNTY OF SAN MATEO
Departmental Correspondence

Date: December 23, 2001

Hearing date: January 8, 2002

TO: Honorable Board of Supervisors

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

SUBJECT: Agreements with four new providers and four amendments to agreements with various providers of Older Americans Act (OAA) Title III E funded programs

RECOMMENDATION

Adopt a resolution:

1. authorizing the President of the Board of Supervisors to execute agreements with Alzheimer Association of Northern California, Center for Independence of the Disabled, Inc., Edgewood Center for Children and Families, and Family Caregiver Alliance;
2. authorizing the President of the Board of Supervisors to execute amendments to agreements with Coastside Adult Day Health Center, City of Daly City, Legal Aid Society of San Mateo, and Mills-Peninsula Senior Focus, Inc.;
3. authorizing the County Manager to execute amendments and minor modifications to these agreements, not to exceed \$100,000; and
4. authorizing the Director of Health Services to execute amendments and minor modifications to these agreements, not to exceed \$25,000.

Background

The Older Americans Act was reauthorized on November 13, 2000 and amended to include a new federal program, Title III E, the Family Caregiver Support Program (FCSP). The FCSP is intended to provide services and support to informal family caregivers. The California Department of Aging (CDA) released its formulated portion of Title III E funds to local jurisdictions, and on October 2, 2001, your board approved an agreement with CDA for \$440,605 for development and implementation of the FCSP. Recipients of these funds are required to develop a plan including specific service areas and based on locally identified needs resulting in a request for proposals (RFP).

An RFP was developed with consideration of both the needs identified in the Strategic Plan for Services to Older Adults and Adults with Disabilities for 2001-05, which your board approved on

Honorable Board of Supervisors
Agreements with Family Caregiver Support Program providers
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August 21, 2001, and feedback gathered from additional focus groups conducted countywide. The services provided through these agreements will integrate with and enhance the range of services that are currently available to seniors and adults with disabilities through the package of agreements for Title III, VII, and V, of the OAA and Community Based Services Programs that your board approved on August 21, 2000.

Discussion

Funds from this grant are designated to provide services to family caregivers aged 18 and older, who provide care for individuals aged 60 years of age or older, as well as to grandparents and other relative caregivers aged 60 and over who are responsible for and living with grandchildren aged 18 and under in San Mateo County. Services to be offered fall within five categories: Information, Assistance, Caregiver Support, Respite, and Supplemental Services.

A request for proposals (RFP) for a three-year contract cycle from January 1, 2002 to June 30, 2005 for Title III E Family Caregiver Support Program services was issued in October 2001. As part of the development process for this new program and per CDA requirements, Aging and Adult Services (AAS) performed a review of needs and developed a program description and criteria for evaluation. Based on the results of these efforts, new goals and objectives have been incorporated into the existing Strategic Plan and a Service Unit Plan has been developed for the new program. An evaluation committee consisting of representatives from the Commission on Aging, Commission on Disabilities, AAS Administration, the New Beginning Coalition, and an administrator from outside the county reviewed each proposal. Organizational experience and competence in the provision of services to informal family caregivers in San Mateo County were strongly considered in the selection process.

Out of eleven applicants, eight were selected to provide these new services. The Commission on Aging approved the evaluation committee's recommendations. Three of the selected applicants, Alzheimer Association of Northern California, Edgewood Center for Children and Families, and Family Caregiver Alliance, are new contractors with AAS. Four of the applicants selected have existing contracts with AAS and, therefore, require a contract amendment to include the new services. The eighth provider, Center for Independence of the Disabled Inc. (CID), currently provides services under a Purchasing Agreement. This Agreement is superseded by a new contract incorporating OAA requirements and the new Title III E services. All of the services provided through the FCSP will supplement rather than supplant existing services.

County Counsel has reviewed and approved the agreements and amendments as to form and content.

Performance Measures

As this is the first year of funding for FCSP, baseline information will need to be established to develop relevant performance measures. It is expected that services funded through this grant will positively impact the performance measures currently established for AAS. Information generated through provision of these services will also be incorporated in the development of AAS Outcome Based Management measures.

Term and Fiscal Impact

The term of the three new agreements is January 1, 2002 to June 30, 2003. The term of the four amendments remains the same July 1, 2001 through June 30, 2002; these agreements will be amended to extend the term when the grants for the coming fiscal year are received. The term for CID's new replacement agreement is July 1, 2001 through June 30, 2003. The total contracted program cost for this package of agreements is \$1,287,312. Of this amount 28% or \$357,069 is provided through state and federal funding (Title III E), and 72% (which is in excess of the required 25% local match) or \$930,243 represents provider contributions. Any ongoing expenditures will be reduced if funds are unavailable in future years. Of the remaining balance of the Title III E grant, \$44,061 or 10% is required for administrative costs and \$39,475 is currently unallocated. Revenues and expenses related to these agreements are included in AAS's approved budget for 2001-02. There is no impact on the county General Fund as a result of this action. We are requesting that the County Manager be given signing authority to execute minor changes and modifications not to exceed the aggregate of \$100,000 for each agreement and that the Director of Health Services be given signing authority to execute minor changes and modifications not to exceed the aggregate of \$25,000 for each agreement.

RECOMMENDED


HEALTH SERVICES AGENCY

RESOLUTION NO. _____

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

RESOLUTION APPROVING NEW AGREEMENTS WITH ALZHEIMER ASSOCIATION OF NORTHERN CALIFORNIA, CENTER FOR THE INDEPENDENCE OF THE DISABLED, INC., EDGEWOOD CENTER FOR CHILDREN AND FAMILIES, AND FAMILY CAREGIVER ALLIANCE, AND AMENDMENT NO. 1 WITH COASTSIDE ADULT DAY HEALTH CENTER, CITY OF DALY CITY, LEGAL AID SOCIETY OF SAN MATEO, AND MILLS-PENINSULA SENIOR FOCUS, INC.

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

WHEREAS, this Board has designated itself as the Area Agency on Aging of San Mateo County to carry out programs pursuant to senior services; and

WHEREAS, there have been presented to this Board of Supervisors for its consideration and acceptance Agreements and Amendments, reference to which is hereby made for further particulars, whereby the Alzheimer Association of Northern California, Center for the Independence of the Disabled, Inc., Edgewood Center for Children and Families, Family Caregiver Alliance, Coastside Adult Day Health Center, City of Daly City, Legal Aid Society of San Mateo, and Mills-Peninsula Senior Focus, Inc., shall provide services under the Family Caregiver Support Program; and

WHEREAS, this Board has been presented with a form of the Agreements and Amendments and has examined and approved them as to both form and content and desires to enter into these Agreements and Amendments:

NOW, THEREFORE, IT IS RESOLVED that Agreements with Alzheimer Association of Northern California, Center for the Independence of the Disabled, Inc., Edgewood Center for Children and Families, Family Caregiver Alliance, and Amendment No. 1 with Coastside Adult Day Health Center, City of Daly City, Legal Aid Society of San Mateo, and Mills-Peninsula Senior Focus, Inc., are hereby approved, and the President of this Board of Supervisors is hereby authorized and directed to execute the aforesaid Agreements 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 County Manager is hereby authorized to execute subsequent amendments and minor modifications to the Agreements not to exceed the aggregate of \$100, 000 for each Agreement;

BE IT FURTHER RESOLVED that the Director of Health Services is hereby authorized to execute subsequent Amendments and minor modifications to the Agreements not to exceed the aggregate of \$25,000 for each Agreement.

REQUEST FOR PROPOSALS (RFP)

1. General Description of RFP	Contract Services for Family Caregiver Support for Older Americans Act (OAA) Programs
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 serving seniors and persons with disabilities.
5. Total number sent to prospective proposers	95
6. Number of proposals received	13
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>Alzheimer's Association Avenidas, Palo Alto, CA Ctr. for the Independence of the Disabled, Belmont, CA Coastside ADHC, Half Moon Bay, CA City of Daly City, Daly City, CA City of East Palo Alto, EPA, CA Edgewood Center for Children and Families, South San Francisco, CA Family Caregiver Alliance, San Francisco, CA Legal Aid Society, San Mateo, CA Mills Peninsula Senior Focus, Inc., Millbrae, CA Nurse Providers, Inc., South San Francisco, CA Senior Coastsiders, Half Moon Bay, CA City of South San Francisco, S. San Fco., CA</p>

AGREEMENT WITH ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the AREA AGENCY ON AGING OF THE COUNTY OF SAN MATEO, hereinafter called "AAA," and ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of the County of San Mateo, California, has designated itself the Area Agency and has undertaken the administration of a program to foster the development of comprehensive and coordinated service systems to serve older persons pursuant to the Older Americans Act of 1964, as amended, Pub. L. 89-73;42 U.C.S. Section 3001 et seq., and all amendments, rules and regulations pertaining thereto (hereinafter collectively referred to as the "Act");

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described, in the following pages, for the Area Agency on Aging of the County of San Mateo, and

WHEREAS, pursuant to Government Code, Section 31000, AAA may contract with independent contractors for the furnishing of such services to or for AAA 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 the services as described in Schedule B, 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 B, the amount that AAA shall be obligated to pay for services rendered under

this Agreement shall not exceed FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500) 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 AAA unless so approved in writing. In no event may the rates established in Schedule A be increased to the extent that the maximum AAA obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule B 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 AAA for payment in accordance with the provisions of Schedule B. AAA shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to AAA 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 AAA 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 AAA, County, State 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 AAA, 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 AAA 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, AAA 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, Contractor 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, AAA may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar AAA agreements by giving sixty (60) days' notice to Contractor.

AAA 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 AAA, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if AAA 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 Attachment II, which is attached hereto, and incorporated herein.

Contractor shall comply with AAA 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.
- 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 AAA.

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 AAA, to any federal or state department having monitoring or reviewing authority, to AAA'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 AAA, to:

San Mateo County Aging and Adult Services
Commissions and Provider Services Unit
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:

Alzheimer's Association of Northern California
Tenny Tsai
2065 West El Camino Real, Suite c
Mountain View, CA 94040

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

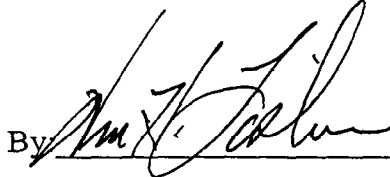
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 2002 through June 30, 2003. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

ALZHEIMER'S ASSOCIATION OF
NORTHERN CALIFORNIA

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

By:  _____

Date: _____

Date: 11-21-01

ATTEST:

By: _____
Clerk of Said Board

Date: _____

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.

Sarah Hurley

Name of 504 Person - Type or Print

Alzheimer's Association

Name of Contractor(s) - Type or Print

2065 West El Camino Real,
Street Address or PO Box Suite C

Mountain View
City

CA
State

94040
Zip Code

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

12/18/01

Date

Jordan Lawrence

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."

ATTACHMENT II

Contract between County of San Mateo and ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA, 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.

Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment or recipient of services because of the above named conditions. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

1. Contractor shall comply with the provisions of the Title VII of the Civil Rights Act of 1964 (42 USC 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261).
 2. Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 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.

SCHEDULE A

I. ASSURANCES SPECIFIC TO THE AAA PROGRAM

A. Labor Relations

Contractor swears under penalty of perjury that no more than one (1) final unappealable finding of contempt by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a federal court which requires Contractor's compliance with an order of the National Labor Relations Board.

B. Confidentiality

1. Identity shall include, but not be limited to, name identifying number, symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
2. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. Contractor shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement.
4. Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the State without prior written authorization from the State via the AAA, except when subpoenaed by a court.
5. Contractor may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Contractor accept such from any participant.

C. Copyrights and Rights in Data

1. Copyrights

- a. If any material funded by this Agreement is subject to copyright, the parties acknowledge that the State has the right to copyright such material and Contractor agrees not to copyright such material, except as set forth in subsections b. and c.
- b. Contractor may request permission to copyright material by writing to the State Director via the AAA. The Director shall consent to or give the reason for denial to Contractor in writing within sixty (60) days of receipt of the request.

- c. If the material is copyrighted with the consent of the State via the AAA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

2. Rights in Data

- a. Contractor shall not publish or transfer any materials, as defined in b. below, produced or resulting from activities supported by this Agreement without the express written consent of the State Director via the AAA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the State via the AAA. The State via the AAA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- b. As used in this Agreement, the term "materials" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.
- c. Subject only to the provisions of Article III, Section C., Section D., paragraph 1., the State via the AAA may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all materials delivered under this Agreement.
- d. Materials published or transferred shall: 1) state that the materials or product were a result of a project funded by a contract with the "Area Agency on Aging"; 2) give the name of the entity, the address, and the telephone number at which the supporting data is available; and 3) include a statement that the conclusions and opinions expressed may not be those of the State and/or AAA and that the publication may not be based upon or inclusive of all raw data.

D. Law, Policy and Procedure, Licenses, and Certificates

Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement and with all applicable local, state, and federal laws including, but not limited to, wages and hours of employment; occupational safety; and fire, safety, health, and sanitation regulations, directives, guidelines, and/or

manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. Contractor and its subcontractors shall keep in effect all licenses, accreditation, permits, notices, and certificates that are required by law.

E. Code of Conduct

1. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the AAA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the AAA and such conflict may constitute grounds for termination of this Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Officials Not to Benefit

The following shall not be admitted to any share or part of this Agreement or to any benefit that may arise:

1. member of, or delegate to, Congress; or
2. member of, or delegate to, the State Legislature; or
3. formerly employed person of any state agency or department that was employed under the State Civil Service, or otherwise appointed to service in State Government less than twenty-four (24) months prior to the commencement of this Agreement, if that person was engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Agreement while employed in any capacity by any state agency or department; or
4. former employee of any state agency if, that former employee was employed in a policy-making position in the same general subject area as the proposed contract, if that employee has been separated from the State for less than twelve (12) months.

G. Covenant Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the AAA shall have the right to annul this Agreement without liability, or at its discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

H. Payroll Taxes and Deductions

Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and state income taxes withheld, to designated governmental agencies.

I. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts and/or will include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 2760) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276 a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-330) (29 CFR, Part 5).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owners' value of such property to the benefit of the owner except where permitted by law and by the State via the AAA.
3. When funding is provided for construction and nonconstruction activities, Contractor or subcontractor must obtain prior written approval from the State via the AAA before making any fund or budget transfers between construction and nonconstruction.

J. Contracts in Excess of \$100,000

If funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857)

2. Clean Water Act, As amended (33 USC 1363)
3. Federal Water Pollution Control Act, ad amended (33 UDC 1251, et seq.).
4. Environmental Protection Agency Regulations (40 CFR, Part 16 and Executive Order 11738).

K. Debarment

1. Contractor must not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/state assistance programs.
2. Contractor shall timely execute any and all amendments to this Agreement or certificates or other required documentation relating to their subcontractors' debarment/suspension status.

L. Agreement Authorization

If a public entity, Contractor shall submit to the AAA a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private, nonprofit entity, Contractor shall submit to the AAA an authorization by the board of directors to execute this Agreement, referencing this Agreement number.

M. Drug-Free Workplace Act

Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code, Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code, Section 8355 (b) to inform employees about all of the following:
 - a. the dangers of drug abuse in the workplace;
 - b. the person's or organization's policy of maintaining a drug-free workplace;
 - c. any available counseling, rehabilitation, and employee assistance programs; and
 - d. penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code, Section 8355 (c), that every employee who works under this Agreement:
 - a. will receive a copy of Contractor's drug-free policy statement; and

- b. will agree to abide by the terms of Contractor's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractor may be ineligible for award of any future State-funded contracts if the AAA determines that any of the following has occurred: 1) Contractor has made false certification, or 2) Contractor has violated the certification by failing to carry out the requirements as noted above.

N. Statement of Compliance

The Contractor's signature affixed hereon shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.

O. Availability

Contractor shall make staff available to the AAA for training and meetings which the AAA may find necessary from time to time.

P. Administration

1. Contractor shall be a public or private nonprofit entity. If a private, nonprofit entity, Contractor shall be a corporation in good standing with the Secretary of the State of California and shall maintain that status throughout the term of the Agreement.
2. Failure to maintain good standing by Contractor shall result in suspension or termination of this Agreement with the AAA until satisfactory status is restored.

II. AGREEMENT

All elements of this agreement as approved by the AAA in making this award, are hereby incorporated by reference, as if fully set forth herein.

III. FUNDS

1. Expenditure of Funds

- a. Contractor shall expend all funds received hereunder in accordance with this Agreement.
- b. Any reimbursement for necessary travel expenses and per diem shall not exceed rates

that are set in accordance with Department of Personnel Administration rates set for comparable classes which shall be determined by the State. This is not to be construed as limiting Contractor from paying any differences in costs, from funds other than those provided by the State, between the Department of Personnel Administration rates and any rates Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the AAA.

- c. The AAA reserves the right to refuse payment to Contractor or later disallow costs for any expenditure, as determined by the AAA and/or State not to be in compliance with this Agreement, unrelated or inappropriate to contract activities, or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted.

2. Accountability for Funds

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 Contractor and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures.

3. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Contractor shall return to the AAA immediately, upon written demand, any funds provided under this Agreement, which are not payable for goods or services, delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

4. Availability of Funds

- a. It is understood between the parties that this Agreement may have been written before ascertaining the appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purposes of this Program(s). In addition, this Agreement is subject to any additional restriction, limitation, or conditions enacted which may affect the provisions, terms, or funding of this Agreement in any manner.
- c. If the Legislature or Congress does not appropriate sufficient funds for this Program, this Agreement shall be amended to reflect any reduction in funds.
- d. In the event that insufficient funds are appropriated, this Agreement may be canceled

at any time by either party, by giving thirty (30) days' written notice to the other party.

- e. The AAA has the option to void this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

5. Interest Earned

If, as a result of advanced funds, the Program earns interest on funds awarded by the AAA, that interest shall be identified as income to the Program and used for Program expenditures, with full documentation on file.

IV. BUDGET AND BUDGET REVISION

1. Contractor shall be reimbursed for expenses only as itemized in the budget approved by the AAA which is attached as "Exhibit B" and hereby incorporated by reference.
2. The budget must set forth in detail the reimbursable items, unit rates, and extended total amount for each line item. Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 - a. Direct and overhead costs.
 - b. Monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of personnel time to be charged to this Agreement, as well as fringe benefits.
 - c. Rental reimbursement items should specify the unit rate, such as the rate per square foot.
 - d. If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified.
 - e. Any travel outside the State of California.
3. Budget and budget revisions shall adhere to any other provisions contained in the CDA Program Manual(s).

V. PAYMENT

1. Payment shall be made to the Contractor in accordance with the CDA Program Manual(s) and AAA procedures. In the event of conflict, the provisions of the CDA Program Manual(s) shall prevail.
2. The AAA shall allow the Contractor, upon execution of this Agreement to request and receive, in a timely manner, one advance payment of twenty-five percent (25%) of the Agreement amount.

3. No alteration, variation, or deviation from any budget item described in Exhibit B shall be valid unless made in writing and approved by Area Agency.

VI. SUBCONTRACTS

1. The AAA shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the Program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
2. Funds for this Agreement shall not be obligated in subcontracts for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the AAA has agreed in writing to permit the specific expenditure for a specified period of time.
3. Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
4. Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to Contractor in a timely manner and at intervals as determined by the Department.
5. Contractor shall ensure that any subcontractors for services described in W&I Code, Sections 9541 through 9547, will be the same as those services contracted for in SFY 1996-97, unless written approval is received from the Department.

VII. RECORDS

1. Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, letters of agreement, insurance documentation in accordance with Article XVI, Memorandums and/or Letters of Understanding, and patient records) of its activities and expenditures hereunder in a form satisfactory to the AAA and shall make all records pertaining to this Agreement available for inspection and audit by the AAA and the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by Contractor: 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, 2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B. or C., or 3) for such longer period as the Department deems necessary.
2. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in

Section A above.

3. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the AAA and so stated in writing to Contractor.
4. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the AAA under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the AAA during the audit resolution process.
5. Contractor agrees that the awarding agency or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide the awarding AAA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with GC 8546.7 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
6. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Site Director or his/her designee, prior to submission to the AAA. Incomplete forms shall be returned to Contractor for completion. (In the event of changes in these forms, the AAA shall advise Contractor via written notice.) Contractor shall develop and implement a process for ensuring quality control.

VIII. REPORTS

1. Contractor shall submit reports to the AAA and the Department as provided for in the program manual(s) or at the direction of the AAA.
2. Unless otherwise specified by the AAA, Contractor shall keep these reports on file in accordance with the program manual(s) or until the Department deems the retention is no longer necessary.

IX. PROPERTY

1. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement. Capitalized property includes property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies

such as paper, pencils, typing ribbons, computer floppy disks, file folders, etc.

2. Property meeting all of the following criteria is subject to the capitalization requirements and must:

- a. have a normal useful life of at least one (1) year;
- b. have a unit acquisition cost of at least FIVE THOUSAND DOLLARS (\$5,000) (e.g., four (4) identical assets which cost THREE THOUSAND DOLLARS (\$3,000) each, for a TWELVE THOUSAND DOLLAR (\$12,000) total, would not meet this capitalization requirement); and
- c. be used to conduct business under this Agreement.

As used in this Agreement, the term "equipment" shall refer only to capitalized property.

3. Noncapitalized property is those items which do not meet all three (3) requirements in this Article, Section B. above.
4. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
5. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, computer hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

6. Contractor shall record the following information when property is acquired:
- a. date acquired;
 - b. property description (include model number);
 - c. property identification number (serial number);

- d. cost or other basis of valuation;
- e. fund source; and
- f. rate of depreciation (or depreciation schedule), if applicable.

Contractor shall keep track of property purchased with funds under this Agreement whether capitalized or not. Contractor shall submit to the State via the AAA, annually with the Closeout, a current inventory of property furnished or purchased with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32) to report property.

7. Prior to disposal of any State-owned property, Contractor must obtain approval from the State

via the AAA regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is received from the State via the AAA.

Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

8. State reserves title to all the State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.

Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project and until Contractor has complied with all written instructions from the State via the AAA regarding the final disposition of the property.

9. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to the State via the AAA. The State reserves the right to require Contractor to transfer such property to another entity or to the State via the AAA.

10. To exercise the above right, within one hundred twenty (120) days after termination of this Agreement or notification of Contractor's dissolution, the State via the AAA will issue specific written disposition instructions to Contractor.

11. Contractor shall use the property for the purpose for which it was intended under this Agreement. When no longer needed for that use, Contractor shall use it, if needed, and with written approval of the State via the AAA for other purposes in this order:

- a. another State program providing the same or similar service; or
- b. another State-funded program.

12. Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the State via the AAA. As a condition of the approval, the State via the AAA may require reimbursement under this Agreement for its use.
13. Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
14. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
15. Contractor shall include the provisions contained in Article XIII in all its subcontracts awarded under this Agreement.

X. ACCESS

Contractor shall provide access to the Bureau of State Audits, or any of their duly authorized State

representatives, any books, documents, papers, and records of Contractor or subcontractor which are pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall include this requirement in its subcontracts.

XI. MONITORING ASSESSMENT AND EVALUATION

1. Authorized AAA representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but are not limited to, audits, inspections of project premises, and inspection of food preparation sites, as appropriate, and interviews of project staff and participants.
2. Contractor shall cooperate with the AAA in the monitoring, assessment, and evaluation processes, which include making any program and administrative staff (fiscal, etc.) available during any scheduled process.

XII. AUDIT

1. The AAA will perform financial and compliance audits and perform additional work as needed to substantiate compliance with statutes, rules, and regulations, and with the terms of this Agreement.
2. The AAA shall have access to all Contractor audit reports and records that are related to this

Agreement.

3. An Audit Resolution shall be performed in accordance with the established policy, procedures, and guidelines of the AAA for each contract period.
4. If during the life of this Agreement the total funds awarded equal or exceed TEN THOUSAND DOLLARS (\$10,000), Contractor agrees to be subject to the examination and audit by the Bureau of State Audits for a period of three (3) years after final payment under this Agreement.

Contractor shall arrange for an independent audit or single audit in accordance with requirements set forth in the Office of Management and Budget (OMB) Circular A-133. Such costs shall be at the expense of Contractor and the requirements shall be provided to Contractor by Area Agency. Contractor shall ensure that the audit is:

- a. Performed in a timely manner--not less frequently than every year--and a report submitted to Area Agency not later than one hundred eighty (180) days after the completion of Area Agency fiscal year.
- b. Properly procured, i.e., based on OMB Circular A-110 procurement standards and providing maximum opportunities to small and minority audit firms.
- c. Performed in accordance with Government Auditing Standards. The audit should be performed by an independent auditor and be organization-wide.
- d. All inclusive: it includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major federal programs and selected non-major federal programs and selected non-major program transactions.

XIII. RESPONSIBILITY FOR AUDIT EXCEPTIONS

Definitions

- A. For the purpose of this Agreement, "audit exception" includes, but is not limited to, a determination by Area Agency or by county, state, or federal agencies that monies provided hereunder have been improperly spent, used, allocated, recorded, ledgered, or accounted for, or that Contractor has otherwise not complied with terms of the Act or of this Agreement.
- B. Contractor shall fully reply to, comply with, and take requested corrective action as to any audit exception determined pursuant to this Agreement. Contractor understands that any failure by Contractor to fully perform all terms and conditions herein, or to comply with applicable spending, budget, accounting, bookkeeping, and record keeping requirements may result in Area Agency liability for all affected funds. Contractor, therefore, agrees to indemnify, save harmless, and pay Area Agency the full amount of liability resulting from any such audit exception.

XIV. FIDELITY BOND

Prior to receiving any monies hereunder, Contractor shall submit a verified statement to Area Agency that all officials, employees, and agents handling or having access to funds received or disbursed by Contractor pursuant to this Agreement, or who are authorized to sign or countersign checks, are covered by either an individual or a blanket fidelity bond in an amount of no less than ten percent (10%) of the amount of funds provided hereunder. Area Agency shall be named payee on said bond. If the bond is canceled or reduced, Contractor shall notify Area Agency immediately, and Area Agency may withhold payment to Contractor until it is assured that the proper coverage has been obtained.

XV. SUSPENSION, TERMINATION OR CANCELLATION

1. AAA may suspend or terminate Contractor or project operations hereunder and be relieved of the payment of any consideration to Contractor with or without cause upon thirty (30) days written notice to contractor. Such suspension or termination shall be effective immediately in the case of threat to health or safety of the public.
2. The AAA may determine that a contractor may be considered "high risk" as described in 45 CFR, Part 92.12. If such a determination is made, Contractor may be subject to special conditions or restrictions.

XVI. DISSOLUTION OF ENTITY

Contractor shall notify the AAA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

SCHEDULE B

ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA

DESCRIPTION OF SERVICES

During the contract period of January 1, 2002 through June 30, 2003, Contractor shall provide services through the Family Caregiver Support Program funded under Title III E of the Older Americans Act.

Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

FAMILY CAREGIVER SUPPORT PROGRAM

Contractor agrees to provide twenty (20) units of Comprehensive Assessments (one unit = one hour) to ten (10) unduplicated clients; twenty (20) units of Case Management (one unit = one hour) to ten (10) unduplicated clients; and one thousand thirteen hundred thirty-two (1,332) units of respite care services (one unit = one hour or one day or one overnight) to ten (10) unduplicated clients. Contractor estimates that 15% of contracted services will fall under hourly service, 75% of contracted services will fall under daily services and 10% of contracted services will fall under overnight services. This funding will be used to expand existing services to include the informal family caregiver as a client for services.

For the purpose of performance measures, units of service to be provided will be tracked as follows:

<u>Service</u>	<u>Units</u>
Comprehensive Assessment	20
Case Management	20
Respite Care Services	1,332

A mid-year review, scheduled for September, will require a reconciliation of year-to-date units of service. Based on this information, a budget revision may be required.

In addition, Contractor agrees to:

- a. Submit updated budget including applicable program planning adjustments by May 31, 2002 for the new FY funding cycle beginning July 1, 2002.
- b. Submit client intake forms, monthly program reports, and invoices by the tenth (10th) of each month;

- c. Submit a closing report at the end of each fiscal year, by July 31, 2002 and July 31, 2003.
- d. Ensure that respite services may not be authorized for more than three (3) days of hourly respite or three (3) days of respite day care per client per week over a six-month period; overnight care is not to exceed ten (10) days per six-month period per client.

Contractor is responsible for covering the cost of all components of each program outlined here and shall be reimbursed monthly for actual expenditures on the approved budget for each program. Individual payments to Contractor shall not exceed the amount of Contractor's fidelity bond.

The maximum amount to be reimbursed for all services provided under this Agreement shall not exceed FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500).

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Mary Robblee - 573-2667, FAX 573-2193, PONY - AAS 321

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

SUBJECT: Approval of Board Memo, Resolution and Agreements for :

Alzheimer's Association of Northern California, Edgewood Center for
Children and Families, and Family Caregiver Alliance and Center for the
Independence of the Disabled, Inc.

Contract term is extended to 18 months to keep with the existing contract
period and current RFP.

DATE SUBMITTED: 11/19/01

CONTRACT PERIOD: January 1, 2002 to June 30, 2003

CONTRACT AMOUNT AND FUNDING SOURCE:

Funds for these contracts come from the California Department of Aging, Title III E of the Older
Americans Act as amended.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/14/01
DATE

**COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM**

Number of pages faxed

DATE: 11/7/01

TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163

FROM: Mary Robblee - 573-2667, FAX 372-0729, PONY - AAS 321

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Alzheimer's Association

DO THEY TRAVEL? : Yes

PERCENT OF THE TIME: 100%

NUMBER OF EMPLOYEES: 3

DUTIES (SPECIFIC): Respite services for family caregiver support program.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Motor Vehicle Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Professional Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Worker's Compensation	<u>statutory</u>	<u>✓</u>	<u> </u>	<u> </u>

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse 11-8-01

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR 11
ALZHE-1

DATE (MM/DD/YY)
09/14/01

PRODUCER

Sexton & Freidin Ins. Services
592 Weddell Dr. Suite 3
Sunnyvale CA 94089-2113
Phone: 408-744-1547 Fax: 408-744-1562

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

Alzheimer's Association of
Northern California
2065 El Camino Real, Suite C
Mountain View CA 94040

INSURER A: SAFECO INS COS
INSURER B: United National Insurance Co.
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
A	GENERAL LIABILITY	CP7750433I	12/23/00	12/23/01	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
	B <input checked="" type="checkbox"/> PROFESSIONAL				PERSONAL & ADV INJURY \$ 1000000
B	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CGA042532	01/03/01	01/03/02	GENERAL AGGREGATE \$ 1000000
					PRODUCTS - COMP/OP AGG \$ 1000000
					PROF. CLM 1000000
A	AUTOMOBILE LIABILITY	CP7750433I	12/23/00	12/23/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
X	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	See attached			WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER	CP7750433I	12/23/00	12/23/01	
	Property Section				
A	Crime Section	CP7750433I	12/23/00	12/23/01	

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

CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

BLANKOO

Attachment #10
Proof of Insurance

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 IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Van A. Freidin



HOME OFFICE

SAN FRANCISCO

POLICY DECLARATIONS

CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY
THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.

AGE 2

CONTINUOUS POLICY 1611975-01

* INTERIM BILLING RATES WILL BE USED ON PAYROLL REPORTS. THEY TAKE INTO ACCOUNT RATING PLAN CREDITS (OR DEBITS) WHICH WILL APPLY AT FINAL BILLING AND AN ESTIMATE OF YOUR PREMIUM DISCOUNT AS DETAILED BELOW.

RATING PLAN CREDITS (DEBITS) EFFECTIVE FROM 01-01-01 TO 01-01-02

RATING PLAN MODIFIER	0.94860
ESTIMATED PREMIUM DISCOUNT MODIFIER	<u>0.78510</u>
COMPOSITE FACTOR APPLIED TO BASE RATES TO DERIVE INTERIM BILLING RATES	0.74475

*		*
*	PREMIUM DISCOUNT SCHEDULE EFFECTIVE FROM 01-01-01 TO 01-01-02	*
*	ESTIMATED MODIFIED PREMIUM IS DISCOUNTED ACCORDING TO THE FOLLOWING SCHEDULE:	*
*	FIRST NEXT ABOVE	*
*	\$1,000 \$4,000 \$5,000	*
*	0.0% 19.0% 23.6%	*
*		*

THE ESTIMATED PREMIUM DISCOUNT IS BASED ON AN ESTIMATE OF YOUR PAYROLL. ACTUAL PREMIUM DISCOUNT APPLIED AT FINAL BILLING WILL BE BASED ON THE ACTUAL PAYROLL REPORTED ON YOUR POLICY AND SUBJECT TO AUDIT.

**STATE
COMPENSATION
INSURANCE
FUND**

HOME OFFICE

SAN FRANCISCO

POLICY DECLARATIONS

CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.

THIS INSURANCE IS EFFECTIVE FROM
 12:01 A.M., PACIFIC STANDARD TIME
 1-01-01 TO 1-01-02 AND SHALL
 AUTOMATICALLY RENEW EACH 1-01
 UNTIL CANCELLED

CONTINUOUS POLICY 1611975-01

APR 12 2001

ALZHEIMER'S ASSOCIATION

DEPOSIT PREMIUM

\$1,563.00

2065 W EL CAMINO RL #C
 MOUNTAIN VIEW, CALIF 94040

MINIMUM PREMIUM
 PREMIUM ADJUSTMENT PERIOD
 REP 02

\$200.00
 MONTHLY
 N NG

NAME OF EMPLOYER- ALZHEIMER'S ASSOCIATION
 (A NON PROFIT PUBLIC BENEFIT CORP)
 (A NON-PROFIT CORP.)

LOCATIONS- 251 LAFAYETTE CIRCLE #350, LAFAYETTE 94549
 2222 WATT AVE #B-2, SACRAMENTO, CA 95825

1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 01-01-01 TO 01-01-02

		BASE RATE	INTERIM BILLING RATE*
8810	CLERICAL OFFICE EMPLOYEES--N.O.C.	1.41	1.05
8742	SALESPERSONS--OUTSIDE.	1.69	1.26

*****BUREAU NOTE INFORMATION*****

FEIN 942897949

TOTAL ESTIMATED ANNUAL PREMIUM \$15,631

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Alzheimer's Association of Northern California
Contact Person: Sarah Hurley
Address: 2065 West El Camino Real, Suite C
Mountain View, CA 94040
Phone Number: 650-962-8111 Fax Number 650-962-9644

II Employees

Does the Contractor have any employees? ☒ Yes ___ No

Does the Contractor provide benefits to spouses of employees? ☒ Yes ___ No

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

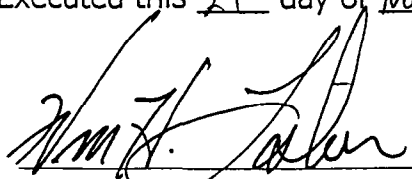
III Equal Benefits Compliance (Check One)

- ☒ 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 Mountain View, CA.
(City) (State)


Signature

William H. Fisker
Name (Please Print)

Chief Executive Officer
Title

94-2897949
Contractor Tax Identification Number

AGREEMENT WITH FAMILY CAREGIVER ALLIANCE
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the AREA AGENCY ON AGING OF THE COUNTY OF SAN MATEO, hereinafter called "AAA," and FAMILY CAREGIVER ALLIANCE, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of the County of San Mateo, California, has designated itself the Area Agency and has undertaken the administration of a program to foster the development of comprehensive and coordinated service systems to serve older persons pursuant to the Older Americans Act of 1964, as amended, Pub. L. 89-73;42 U.C.S. Section 3001 et seq., and all amendments, rules and regulations pertaining thereto (hereinafter collectively referred to as the "Act");

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described, in the following pages, for the Area Agency on Aging of the County of San Mateo, and

WHEREAS, pursuant to Government Code, Section 31000, AAA may contract with independent contractors for the furnishing of such services to or for AAA 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 the services as described in Schedule B, 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 B, the amount that AAA shall be obligated to pay for services rendered under

this Agreement shall not exceed ONE HUNDRED EIGHT THOUSAND ONE HUNDRED DOLLARS (\$108,100) 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 AAA unless so approved in writing. In no event may the rates established in Schedule A be increased to the extent that the maximum AAA obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule B 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 AAA for payment in accordance with the provisions of Schedule B. AAA shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to AAA 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 AAA 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 AAA, County, State 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 AAA, 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 AAA 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, AAA 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, Contractor 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, AAA may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar AAA agreements by giving sixty (60) days' notice to Contractor.

AAA 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 AAA, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if AAA 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 Attachment II, which is attached hereto, and incorporated herein.

Contractor shall comply with AAA 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.
- 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 AAA.

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 AAA, to any federal or state department having monitoring or reviewing authority, to AAA'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 AAA, to:

San Mateo County Aging and Adult Services
Commissions and Provider Services Unit
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:

Kathleen Kelly
Family Caregiver Alliance
690 Market St, St. 600
San Francisco, CA 94104

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, 2003. 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

FAMILY CAREGIVER ALLIANCE

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

By: Kamrona Kelly

Date: _____

Date: 11/20/01

ATTEST:

By: _____
Clerk of Said Board

Date: _____

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.

David Deppe, Director, Programs and Administration

Name of 504 Person - Type or Print

Family Caregiver Alliance

690 Market St., Suite 600

Name of Contractor(s) - Type or Print

Street Address or PO Box

San Francisco, CA 94104

City

State

Zip Code

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

4/20/01
Date

Barbara Kelly Executive Director
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."

ATTACHMENT II

Contract between County of San Mateo and FAMILY CAREGIVER ALLIANCE, 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.

Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment

against any employee or applicant for employment or recipient of services because of the above named conditions. Contractor and its subcontractors shall comply with the provisions of

the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract

by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

1. Contractor shall comply with the provisions of the Title VII of the Civil Rights Act of 1964 (42 USC 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261).
 2. Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 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.

SCHEDULE A

I. ASSURANCES SPECIFIC TO THE AAA PROGRAM

A. Labor Relations

Contractor swears under penalty of perjury that no more than one (1) final unappealable finding of contempt by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a federal court which requires Contractor's compliance with an order of the National Labor Relations Board.

B. Confidentiality

1. Identity shall include, but not be limited to, name identifying number, symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
2. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. Contractor shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement.
4. Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the State without prior written authorization from the State via the AAA, except when subpoenaed by a court.
5. Contractor may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Contractor accept such from any participant.

C. Copyrights and Rights in Data

1. Copyrights

- a. If any material funded by this Agreement is subject to copyright, the parties acknowledge that the State has the right to copyright such material and Contractor agrees not to copyright such material, except as set forth in subsections b. and c.
- b. Contractor may request permission to copyright material by writing to the State Director via the AAA. The Director shall consent to or give the reason for denial to Contractor in writing within sixty (60) days of receipt of the request.

- c. If the material is copyrighted with the consent of the State via the AAA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

2. Rights in Data

- a. Contractor shall not publish or transfer any materials, as defined in b. below, produced or resulting from activities supported by this Agreement without the express written consent of the State Director via the AAA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the State via the AAA. The State via the AAA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- b. As used in this Agreement, the term "materials" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.
- c. Subject only to the provisions of Article III, Section C., Section D., paragraph 1., the State via the AAA may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all materials delivered under this Agreement.
- d. Materials published or transferred shall: 1) state that the materials or product were a result of a project funded by a contract with the "Area Agency on Aging"; 2) give the name of the entity, the address, and the telephone number at which the supporting data is available; and 3) include a statement that the conclusions and opinions expressed may not be those of the State and/or AAA and that the publication may not be based upon or inclusive of all raw data.

D. Law, Policy and Procedure, Licenses, and Certificates

Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement and with all applicable local, state, and federal laws including, but not limited to, wages and hours of employment; occupational safety; and fire, safety, health, and sanitation regulations, directives, guidelines, and/or

manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. Contractor and its subcontractors shall keep in effect all licenses, accreditation, permits, notices, and certificates that are required by law.

E. Code of Conduct

1. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the AAA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the AAA and such conflict may constitute grounds for termination of this Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Officials Not to Benefit

The following shall not be admitted to any share or part of this Agreement or to any benefit that may arise:

1. member of, or delegate to, Congress; or
2. member of, or delegate to, the State Legislature; or
3. formerly employed person of any state agency or department that was employed under the State Civil Service, or otherwise appointed to service in State Government less than twenty-four (24) months prior to the commencement of this Agreement, if that person was engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Agreement while employed in any capacity by any state agency or department; or
4. former employee of any state agency if, that former employee was employed in a policy-making position in the same general subject area as the proposed contract, if that employee has been separated from the State for less than twelve (12) months.

G. Covenant Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the AAA shall have the right to annul this Agreement without liability, or at its discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

H. Payroll Taxes and Deductions

Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and state income taxes withheld, to designated governmental agencies.

I. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts and/or will include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 2760) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276 a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-330) (29 CFR, Part 5).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owners' value of such property to the benefit of the owner except where permitted by law and by the State via the AAA.
3. When funding is provided for construction and nonconstruction activities, Contractor or subcontractor must obtain prior written approval from the State via the AAA before making any fund or budget transfers between construction and nonconstruction.

J. Contracts in Excess of \$100,000

If funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857)

2. Clean Water Act, As amended (33 USC 1363)
3. Federal Water Pollution Control Act, ad amended (33 UDC 1251, et seq.).
4. Environmental Protection Agency Regulations (40 CFR, Part 16 and Executive Order 11738).

K. Debarment

1. Contractor must not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/state assistance programs.
2. Contractor shall timely execute any and all amendments to this Agreement or certificates or other required documentation relating to their subcontractors' debarment/suspension status.

L. Agreement Authorization

If a public entity, Contractor shall submit to the AAA a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private, nonprofit entity, Contractor shall submit to the AAA an authorization by the board of directors to execute this Agreement, referencing this Agreement number.

M. Drug-Free Workplace Act

Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code, Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code, Section 8355 (b) to inform employees about all of the following:
 - a. the dangers of drug abuse in the workplace;
 - b. the person's or organization's policy of maintaining a drug-free workplace;
 - c. any available counseling, rehabilitation, and employee assistance programs; and
 - d. penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code, Section 8355 (c), that every employee who works under this Agreement:
 - a. will receive a copy of Contractor's drug-free policy statement; and

- b. will agree to abide by the terms of Contractor's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractor may be ineligible for award of any future State-funded contracts if the AAA determines that any of the following has occurred: 1) Contractor has made false certification, or 2) Contractor has violated the certification by failing to carry out the requirements as noted above.

N. Statement of Compliance

The Contractor's signature affixed hereon shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.

O. Availability

Contractor shall make staff available to the AAA for training and meetings which the AAA may find necessary from time to time.

P. Administration

1. Contractor shall be a public or private nonprofit entity. If a private, nonprofit entity, Contractor shall be a corporation in good standing with the Secretary of the State of California and shall maintain that status throughout the term of the Agreement.
2. Failure to maintain good standing by Contractor shall result in suspension or termination of this Agreement with the AAA until satisfactory status is restored.

II. AGREEMENT

All elements of this agreement as approved by the AAA in making this award, are hereby incorporated by reference, as if fully set forth herein.

III. FUNDS

1. Expenditure of Funds

- a. Contractor shall expend all funds received hereunder in accordance with this Agreement.
- b. Any reimbursement for necessary travel expenses and per diem shall not exceed rates

that are set in accordance with Department of Personnel Administration rates set for comparable classes which shall be determined by the State. This is not to be construed as limiting Contractor from paying any differences in costs, from funds other than those provided by the State, between the Department of Personnel Administration rates and any rates Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the AAA.

- c. The AAA reserves the right to refuse payment to Contractor or later disallow costs for any expenditure, as determined by the AAA and/or State not to be in compliance with this Agreement, unrelated or inappropriate to contract activities, or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted.

2. Accountability for Funds

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 Contractor and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures.

3. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Contractor shall return to the AAA immediately, upon written demand, any funds provided under this Agreement, which are not payable for goods or services, delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

4. Availability of Funds

- a. It is understood between the parties that this Agreement may have been written before ascertaining the appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purposes of this Program(s). In addition, this Agreement is subject to any additional restriction, limitation, or conditions enacted which may affect the provisions, terms, or funding of this Agreement in any manner.
- c. If the Legislature or Congress does not appropriate sufficient funds for this Program, this Agreement shall be amended to reflect any reduction in funds.
- d. In the event that insufficient funds are appropriated, this Agreement may be canceled

at any time by either party, by giving thirty (30) days' written notice to the other party.

- e. The AAA has the option to void this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

5. Interest Earned

If, as a result of advanced funds, the Program earns interest on funds awarded by the AAA, that interest shall be identified as income to the Program and used for Program expenditures, with full documentation on file.

IV. BUDGET AND BUDGET REVISION

1. Contractor shall be reimbursed for expenses only as itemized in the budget approved by the AAA which is attached as "Exhibit B" and hereby incorporated by reference.
2. The budget must set forth in detail the reimbursable items, unit rates, and extended total amount for each line item. Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 - a. Direct and overhead costs.
 - b. Monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of personnel time to be charged to this Agreement, as well as fringe benefits.
 - c. Rental reimbursement items should specify the unit rate, such as the rate per square foot.
 - d. If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified.
 - e. Any travel outside the State of California.
3. Budget and budget revisions shall adhere to any other provisions contained in the CDA Program Manual(s).

V. PAYMENT

1. Payment shall be made to the Contractor in accordance with the CDA Program Manual(s) and AAA procedures. In the event of conflict, the provisions of the CDA Program Manual(s) shall prevail.
2. The AAA shall allow the Contractor, upon execution of this Agreement to request and receive, in a timely manner, one advance payment of twenty-five percent (25%) of the Agreement amount.

3. No alteration, variation, or deviation from any budget item described in Exhibit B shall be valid unless made in writing and approved by Area Agency.

VI. SUBCONTRACTS

1. The AAA shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the Program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
2. Funds for this Agreement shall not be obligated in subcontracts for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the AAA has agreed in writing to permit the specific expenditure for a specified period of time.
3. Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
4. Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to Contractor in a timely manner and at intervals as determined by the Department.
5. Contractor shall ensure that any subcontractors for services described in W&I Code, Sections 9541 through 9547, will be the same as those services contracted for in SFY 1996-97, unless written approval is received from the Department.

VII. RECORDS

1. Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, letters of agreement, insurance documentation in accordance with Article XVI, Memorandums and/or Letters of Understanding, and patient records) of its activities and expenditures hereunder in a form satisfactory to the AAA and shall make all records pertaining to this Agreement available for inspection and audit by the AAA and the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by Contractor: 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, 2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B. or C., or 3) for such longer period as the Department deems necessary.
2. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in

Section A above.

3. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the AAA and so stated in writing to Contractor.
4. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the AAA under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the AAA during the audit resolution process.
5. Contractor agrees that the awarding agency or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide the awarding AAA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with GC 8546.7 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
6. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Site Director or his/her designee, prior to submission to the AAA. Incomplete forms shall be returned to Contractor for completion. (In the event of changes in these forms, the AAA shall advise Contractor via written notice.) Contractor shall develop and implement a process for ensuring quality control.

VIII. REPORTS

1. Contractor shall submit reports to the AAA and the Department as provided for in the program manual(s) or at the direction of the AAA.
2. Unless otherwise specified by the AAA, Contractor shall keep these reports on file in accordance with the program manual(s) or until the Department deems the retention is no longer necessary.

IX. PROPERTY

1. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement. Capitalized property includes property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies

such as paper, pencils, typing ribbons, computer floppy disks, file folders, etc.

2. Property meeting all of the following criteria is subject to the capitalization requirements and must:
 - a. have a normal useful life of at least one (1) year;
 - b. have a unit acquisition cost of at least FIVE THOUSAND DOLLARS (\$5,000) (e.g., four (4) identical assets which cost THREE THOUSAND DOLLARS (\$3,000) each, for a TWELVE THOUSAND DOLLAR (\$12,000) total, would not meet this capitalization requirement); and
 - c. be used to conduct business under this Agreement.

As used in this Agreement, the term "equipment" shall refer only to capitalized property.

3. Noncapitalized property is those items which do not meet all three (3) requirements in this Article, Section B. above.
4. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
5. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, computer hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

6. Contractor shall record the following information when property is acquired:
 - a. date acquired;
 - b. property description (include model number);
 - c. property identification number (serial number);

- d. cost or other basis of valuation;
- e. fund source; and
- f. rate of depreciation (or depreciation schedule), if applicable.

Contractor shall keep track of property purchased with funds under this Agreement whether capitalized or not. Contractor shall submit to the State via the AAA, annually with the Closeout, a current inventory of property furnished or purchased with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32) to report property.

7. Prior to disposal of any State-owned property, Contractor must obtain approval from the State

via the AAA regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is received from the State via the AAA.

Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

8. State reserves title to all the State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.

Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement

or repair of such property during the period of the project and until Contractor has complied with all written instructions from the State via the AAA regarding the final disposition of the property.

9. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to the State via the AAA. The State reserves the right to require Contractor to transfer such property to another entity or to the State via the AAA.

10. To exercise the above right, within one hundred twenty (120) days after termination of this Agreement or notification of Contractor's dissolution, the State via the AAA will issue specific written disposition instructions to Contractor.

11. Contractor shall use the property for the purpose for which it was intended under this Agreement. When no longer needed for that use, Contractor shall use it, if needed, and with written approval of the State via the AAA for other purposes in this order:

- a. another State program providing the same or similar service; or
- b. another State-funded program.

12. Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the State via the AAA. As a condition of the approval, the State via the AAA may require reimbursement under this Agreement for its use.
13. Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
14. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
15. Contractor shall include the provisions contained in Article XIII in all its subcontracts awarded under this Agreement.

X. ACCESS

Contractor shall provide access to the Bureau of State Audits, or any of their duly authorized State

representatives, any books, documents, papers, and records of Contractor or subcontractor which are pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall include this requirement in its subcontracts.

XI. MONITORING ASSESSMENT AND EVALUATION

1. Authorized AAA representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but are not limited to, audits, inspections of project premises, and inspection of food preparation sites, as appropriate, and interviews of project staff and participants.
2. Contractor shall cooperate with the AAA in the monitoring, assessment, and evaluation processes, which include making any program and administrative staff (fiscal, etc.) available during any scheduled process.

XII. AUDIT

1. The AAA will perform financial and compliance audits and perform additional work as needed to substantiate compliance with statutes, rules, and regulations, and with the terms of this Agreement.
2. The AAA shall have access to all Contractor audit reports and records that are related to this

Agreement.

3. An Audit Resolution shall be performed in accordance with the established policy, procedures, and guidelines of the AAA for each contract period.
4. If during the life of this Agreement the total funds awarded equal or exceed TEN THOUSAND DOLLARS (\$10,000), Contractor agrees to be subject to the examination and audit by the Bureau of State Audits for a period of three (3) years after final payment under this Agreement.

Contractor shall arrange for an independent audit or single audit in accordance with requirements set forth in the Office of Management and Budget (OMB) Circular A-133. Such costs shall be at the expense of Contractor and the requirements shall be provided to Contractor by Area Agency. Contractor shall ensure that the audit is:

- a. Performed in a timely manner--not less frequently than every year--and a report submitted to Area Agency not later than one hundred eighty (180) days after the completion of Area Agency fiscal year.
- b. Properly procured, i.e., based on OMB Circular A-110 procurement standards and providing maximum opportunities to small and minority audit firms.
- c. Performed in accordance with Government Auditing Standards. The audit should be performed by an independent auditor and be organization-wide.
- d. All inclusive: it includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major federal programs and selected non-major federal programs and selected non-major program transactions.

XIII. RESPONSIBILITY FOR AUDIT EXCEPTIONS

Definitions

- A. For the purpose of this Agreement, "audit exception" includes, but is not limited to, a determination by Area Agency or by county, state, or federal agencies that monies provided hereunder have been improperly spent, used, allocated, recorded, ledgered, or accounted for, or that Contractor has otherwise not complied with terms of the Act or of this Agreement.
- B. Contractor shall fully reply to, comply with, and take requested corrective action as to any audit exception determined pursuant to this Agreement. Contractor understands that any failure by Contractor to fully perform all terms and conditions herein, or to comply with applicable spending, budget, accounting, bookkeeping, and record keeping requirements may result in Area Agency liability for all affected funds. Contractor, therefore, agrees to indemnify, save harmless, and pay Area Agency the full amount of liability resulting from any such audit exception.

XIV. FIDELITY BOND

Prior to receiving any monies hereunder, Contractor shall submit a verified statement to Area Agency that all officials, employees, and agents handling or having access to funds received or disbursed by Contractor pursuant to this Agreement, or who are authorized to sign or countersign checks, are covered by either an individual or a blanket fidelity bond in an amount of no less than ten percent (10%) of the amount of funds provided hereunder. Area Agency shall be named payee on said bond. If the bond is canceled or reduced, Contractor shall notify Area Agency immediately, and Area Agency may withhold payment to Contractor until it is assured that the proper coverage has been obtained.

XV. SUSPENSION, TERMINATION OR CANCELLATION

1. AAA may suspend or terminate Contractor or project operations hereunder and be relieved of the payment of any consideration to Contractor with or without cause upon thirty (30) days written notice to contractor. Such suspension or termination shall be effective immediately in the case of threat to health or safety of the public.
2. The AAA may determine that a contractor may be considered "high risk" as described in 45 CFR, Part 92.12. If such a determination is made, Contractor may be subject to special conditions or restrictions.

XVI. DISSOLUTION OF ENTITY

Contractor shall notify the AAA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

SCHEDULE B

FAMILY CAREGIVER ALLIANCE

DESCRIPTION OF SERVICES

During the contract period of January 1, 2002 through June 30, 2003, Contractor shall provide services under the Family Caregiver Support Program funded under Title III E of the Older Americans Act.

Funds shall be used to subsidize the fees of family caregivers who are unable to pay the full cost of services.

FAMILY CAREGIVER SUPPORT PROGRAM

1. Contractor agrees to provide a minimum of one hundred (100) units of Community Education (one unit = one hour); forty (40) units of Comprehensive Assessments (one unit = one hour) to twenty-seven (27) unduplicated clients; thirty-six (36) units of Case Management (one unit = one hour) to eighteen (18) unduplicated clients; eighteen (18) units of Counseling (one unit = one hour) to fifty (50) unduplicated clients; eighteen (18) units of Caregiver Training (one unit = one hour) to eighteen (18) unduplicated clients; and five thousand three hundred forty-six (5,346) units of Respite services (one unit = one hour or one day or one overnight) to thirty (30) unduplicated clients. This funding will be used to expand existing services to include the informal family caregiver as a client for services.

For the purpose of performance measures, units of service to be provided will be tracked as follows:

<u>Service</u>	<u>Units</u>
Community Education	100
Comprehensive Assessments	40
Case Management	36
Counseling	18
Caregiver Training	18
Respite	5,346

Reimbursement for provision of these services shall not exceed EIGHTY THOUSAND EIGHT HUNDRED DOLLARS (\$80,800).

A mid-year review, scheduled for September, will require a reconciliation of year-to-date units of service. Based on this information, a budget revision may be required.

2. Contractor shall also provide the following services:

Powerful Tools in Caregiving Workshop
Caregiver Skills Workshops (2)
Translation of a Spanish Caregiver skills workbook

Reimbursement for the provision of these services shall not exceed TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$27,300).

In addition, Contractor agrees to:

- a. Submit an updated budget including applicable program planning adjustments by May 31, 2002 for the new FY funding cycle beginning July 1, 2002.
- b. Submit client intake forms, monthly program reports, and invoices by the tenth (10th) of each month;
- c. Submit a closing report at the end of each fiscal year, by July 31, 2002 and July 31, 2003.
- d. Ensure that respite services may not be authorized for more than three (3) days of hourly or day care per client over a six-month period; overnight care is not to exceed ten (10) days per six-month period per client.

Contractor is responsible for covering the cost of all components of each program outlined here and shall be reimbursed monthly for actual expenditures on the approved budget for each program. Individual payments to Contractor shall not exceed the amount of Contractor's fidelity bond.

The maximum amount to be reimbursed for all services provided under this Agreement shall not exceed ONE HUNDRED EIGHT THOUSAND ONE HUNDRED DOLLARS (\$108,100).

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Mary Robblee - 573-2667, FAX 573-2193, PONY - AAS 321

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

SUBJECT: Approval of Board Memo, Resolution and Agreements for :

Alzheimer's Association of Northern California, Edgewood Center for
Children and Families, and Family Caregiver Alliance, and Center for the
Independence of the Disabled, Inc.

Contract term is extended to 18 months to keep with the existing contract
period and current RFP.

DATE SUBMITTED: 11/19/01

CONTRACT PERIOD: January 1, 2002 to June 30, 2003

CONTRACT AMOUNT AND FUNDING SOURCE:

Funds for these contracts come from the California Department of Aging, Title III E of the Older
Americans Act as amended.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/14/01
DATE

**COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM**

Number of pages faxed

DATE:

TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163

FROM: Mary Robblee - 573-2667, FAX 372-0729, PONY - AAS 321

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Family Caregiver Alliance

DO THEY TRAVEL? : Yes

PERCENT OF THE TIME: 100%

NUMBER OF EMPLOYEES: 16

DUTIES (SPECIFIC): Case management , training, and respite care
through Family Caregiver Support program.

COUNTY OF
SAN MATEO
2001 NOV - 8 A 9:30

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$2m</u>	<u>✓</u>	<u> </u>	<u> </u>
Motor Vehicle Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Professional Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Worker's Compensation	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse 11-8-01

PRODUCER
Pennbrook Insurance Services
License No. 0622553
200 Pine Street, 8th Floor
San Francisco CA 94104-2702
Phone: 415-362-0445 Fax: 415-394-8332

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

Family Caregiver Alliance
c/o Pauline Bishop
690 Market Street, #600
San Francisco CA 94104

INSURER A: Philadelphia Ins. Cos

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
A	GENERAL LIABILITY	PHPK012392	11/25/01	11/25/02	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> SocServOrg Profes				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PROFESSIO 1,000,000
A	AUTOMOBILE LIABILITY	PHPK012392	11/25/01	11/25/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER	PHPK012392	11/25/01	11/25/02	employee \$25,000 dishonest

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

Certificate Holder (AAA) and its officers, agents, employees and servants to be named additional insured. Such insurance shall be primary and if the additional insured has other insurance, such insurance shall be excess insurance only.

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

Area Agency on Aging
San Mateo County
Attn: Mary Robblee
225 37TH AVENUE
SAN MATEO CA 94403

SANMATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT NOT BE RESPONSIBLE FOR~~ ~~IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~ except 10 days for nonpayment.

Jean Cleverly

Wausau Insurance Companies

Information Page WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Issued by: Employers Insurance of Wausau A Mutual Company

FEIN 942687079

NCCI Carrier Code
15555

Policy Number WCC-Z91-991034-011. TD/CD 92/3 S 2

Producer
208219
TUMC DBA/TARGET INSURANCE SVS
1 NORTHINGTON PLACE
35 TOWER LANE
AVON CT 06001

Renewal Of 0811-00-033235

Account No. 9-991034 Sub Acct No. 0000

Insured is: Corporation

1. Insured and Mailing Address
Family Caregiver Alliance

690 Market St Ste 600
San Francisco, CA 94104

Other workplaces not shown above: See Item 4. Premium - Extension of Information Page

2. The policy period is from 07/01/2001 to 07/01/2002 12:01 A.M. standard time at the Insured's mailing address.

3. Coverage:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the ~~states~~ listed here:
See form WC 99 00 21, Extension of Information Page

B. Employers Liability Insurance: Part Two of this policy applies to work in each state listed in Item 3.A. The ~~limits~~ of our liability under Part Two are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All States except those listed in Item 3.A and the States of:
ND OH WA WV WY

D. This policy includes these endorsements and schedules:
See Item 3. Coverage D - Extension of Information Page

4. Premium. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rates per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium: Workers Compensation		\$750	(CA)	
Total estimated premium				\$ 11,889
Premium will be billed: Annual		9		
Deposit Tax/Surcharge/Assessment:		\$163	Deposit Premium: \$	11,889

Assn 4224 ORP 19 N/R 2
Underwriting Office
CUSTOM ACCOUNTS DIVISION
P.O. BOX 8017
WAUSAU WI 54402-8017

Producing Office: 0354 WAUSAU, WI-COMM

Countersigned by


Authorized Representative CA

Issued 08/13 2001

WC 00 00 01 A
Ed. 01/01/2001

WC 99 00 20

WC 99 00 20 A
(CA only)

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Family Caregiver Alliance
Contact Person: David Deppe, Director, Programs and Administration
Address: 690 Market St., Suite 600
San Francisco, CA 94104
Phone Number: 415-434-3388 Fax Number 415-434-3508

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)

- ☒ 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 17 day of October, 20 01 at San Francisco, CA
(City) (State)

Kathleen A. Kelly
Signature

Executive Director

Title

Kathleen A. Kelly

Name (Please Print)

94-2687079

Contractor Tax Identification Number

05420700

See detailed instructions on page 2. Please type or print.

SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):

DATE	FEDERAL ID NO.	CA EMPLOYER ACCOUNT NO.	SOCIAL SECURITY NO.	NO. OF FORMS NEEDED
MMDDYY				
SERVICE-RECIPIENT NAME / BUSINESS NAME			CONTACT PERSON	
ADDRESS			TELEPHONE NO.	
CITY			STATE	ZIP

SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):

FIRST NAME										LAST NAME									
FAMILY										CAREGIVER ALLIANCE									
SOCIAL SECURITY NO.										STREET NO.									
942687079										690									
CITY										STREET NAME									
SAN FRANCISCO										MARKET ST									
STATE										UNIT/APT.									
CA										600									
START DATE OF CONTRACT										AMOUNT OF CONTRACT									
01/07/02										108,100.00									
CONTRACT EXPIRATION DATE										CHECK HERE IF CONTRACT IS ONGOING									
06/30/02										<input type="checkbox"/>									

FIRST NAME										MI		LAST NAME									
SOCIAL SECURITY NO.					STREET NO.					STREET NAME										UNIT/APT.	
CITY															STATE		ZIP				
START DATE OF CONTRACT					AMOUNT OF CONTRACT					CONTRACT EXPIRATION DATE					CHECK HERE IF CONTRACT IS ONGOING						
MMDDYY										MMDDYY					<input type="checkbox"/>						

FIRST NAME										MI		LAST NAME																													
SOCIAL SECURITY NO.										STREET NO.										STREET NAME																				UNIT/APT	
CITY																				STATE					ZIP																
START DATE OF CONTRACT										AMOUNT OF CONTRACT										CONTRACT EXPIRATION DATE										CHECK HERE IF CONTRACT IS ONGOING											
MM/DD/YY																				MM/DD/YY										<input type="checkbox"/>											

AGREEMENT WITH EDGEWOOD CENTER FOR CHILDREN & FAMILIES
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the AREA AGENCY ON AGING OF THE COUNTY OF SAN MATEO, hereinafter called "AAA," and EDGEWOOD CENTER FOR CHILDREN & FAMILIES, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of the County of San Mateo, California, has designated itself the Area Agency and has undertaken the administration of a program to foster the development of comprehensive and coordinated service systems to serve older persons pursuant to the Older Americans Act of 1964, as amended, Pub. L. 89-73;42 U.C.S. Section 3001 *et seq.*, and all amendments, rules and regulations pertaining thereto (hereinafter collectively referred to as the "Act");

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described, in the following pages, for the Area Agency on Aging of the County of San Mateo, and

WHEREAS, pursuant to Government Code, Section 31000, AAA may contract with independent contractors for the furnishing of such services to or for AAA 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 the services as described in Schedule B, 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 B, the amount that AAA shall be obligated to pay for services rendered under

this Agreement shall not exceed THIRTY-NINE THOUSAND TWO-HUNDRED TWENTY-SEVEN DOLLARS (\$39,227) 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 AAA unless so approved in writing. In no event may the rates established in Schedule A be increased to the extent that the maximum AAA obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule B 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 AAA for payment in accordance with the provisions of Schedule B. AAA shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to AAA 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 AAA 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 AAA, County, State 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 AAA, 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 AAA 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, AAA 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, Contractor 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, AAA may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar AAA agreements by giving sixty (60) days' notice to Contractor.

AAA 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 AAA, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if AAA 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 Attachment II, which is attached hereto, and incorporated herein.

Contractor shall comply with AAA 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.
- 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 AAA.

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 AAA, to any federal or state department having monitoring or reviewing authority, to AAA'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 AAA, to:

San Mateo County Aging and Adult Services
Commissions and Provider Services Unit
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:

Edgewood Center for Children & Families
Nancy Rubin
1801 Vicente Street
San Francisco, CA 94116

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

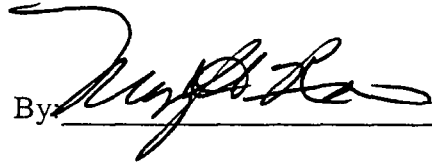
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 2002 through June 30, 2003. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

EDGEWOOD CENTER FOR
CHILDREN AND FAMILIES

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

By:  _____

Date: _____

Date: 12/17/01 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

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.

Nancy Rubin

Name of 504 Person - Type or Print

Edgewood Center for Children and Families 1801 Vicente Street

Name of Contractor(s) - Type or Print

Street Address or PO Box

San Francisco

City

CA

State

94116

Zip Code

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

12/17/01

Date

[Signature]

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."

ATTACHMENT II

Contract between County of San Mateo and EDGEWOOD CENTER FOR CHILDREN AND FAMILIES, 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.

Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment

against any employee or applicant for employment or recipient of services because of the above named conditions. Contractor and its subcontractors shall comply with the provisions of

the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract

by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

1. Contractor shall comply with the provisions of the Title VII of the Civil Rights Act of 1964 (42 USC 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261).
 2. Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 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.

SCHEDULE A

I. ASSURANCES SPECIFIC TO THE AAA PROGRAM

A. Labor Relations

Contractor swears under penalty of perjury that no more than one (1) final unappealable finding of contempt by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a federal court which requires Contractor's compliance with an order of the National Labor Relations Board.

B. Confidentiality

1. Identity shall include, but not be limited to, name identifying number, symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
2. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. Contractor shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement.
4. Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the State without prior written authorization from the State via the AAA, except when subpoenaed by a court.
5. Contractor may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Contractor accept such from any participant.

C. Copyrights and Rights in Data

1. Copyrights

- a. If any material funded by this Agreement is subject to copyright, the parties acknowledge that the State has the right to copyright such material and Contractor agrees not to copyright such material, except as set forth in subsections b. and c.
- b. Contractor may request permission to copyright material by writing to the State Director via the AAA. The Director shall consent to or give the reason for denial to Contractor in writing within sixty (60) days of receipt of the request.

- c. If the material is copyrighted with the consent of the State via the AAA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

2. Rights in Data

- a. Contractor shall not publish or transfer any materials, as defined in b. below, produced or resulting from activities supported by this Agreement without the express written consent of the State Director via the AAA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the State via the AAA. The State via the AAA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- b. As used in this Agreement, the term "materials" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.
- c. Subject only to the provisions of Article III, Section C., Section D., paragraph 1., the State via the AAA may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all materials delivered under this Agreement.
- d. Materials published or transferred shall: 1) state that the materials or product were a result of a project funded by a contract with the "Area Agency on Aging"; 2) give the name of the entity, the address, and the telephone number at which the supporting data is available; and 3) include a statement that the conclusions and opinions expressed may not be those of the State and/or AAA and that the publication may not be based upon or inclusive of all raw data.

D. Law, Policy and Procedure, Licenses, and Certificates

Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement and with all applicable local, state, and federal laws including, but not limited to, wages and hours of employment; occupational safety; and fire, safety, health, and sanitation regulations, directives, guidelines, and/or

manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. Contractor and its subcontractors shall keep in effect all licenses, accreditation, permits, notices, and certificates that are required by law.

E. Code of Conduct

1. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the AAA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the AAA and such conflict may constitute grounds for termination of this Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Officials Not to Benefit

The following shall not be admitted to any share or part of this Agreement or to any benefit that may arise:

1. member of, or delegate to, Congress; or
2. member of, or delegate to, the State Legislature; or
3. formerly employed person of any state agency or department that was employed under the State Civil Service, or otherwise appointed to service in State Government less than twenty-four (24) months prior to the commencement of this Agreement, if that person was engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Agreement while employed in any capacity by any state agency or department; or
4. former employee of any state agency if, that former employee was employed in a policy-making position in the same general subject area as the proposed contract, if that employee has been separated from the State for less than twelve (12) months.

G. Covenant Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the AAA shall have the right to annul this Agreement without liability, or at its discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

H. Payroll Taxes and Deductions

Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and state income taxes withheld, to designated governmental agencies.

I. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts and/or will include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 2760) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276 a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-330) (29 CFR, Part 5).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owners' value of such property to the benefit of the owner except where permitted by law and by the State via the AAA.
3. When funding is provided for construction and nonconstruction activities, Contractor or subcontractor must obtain prior written approval from the State via the AAA before making any fund or budget transfers between construction and nonconstruction.

J. Contracts in Excess of \$100,000

If funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857)

2. Clean Water Act, As amended (33 USC 1363)
3. Federal Water Pollution Control Act, ad amended (33 UDC 1251, et seq.).
4. Environmental Protection Agency Regulations (40 CFR, Part 16 and Executive Order 11738).

K. Debarment

1. Contractor must not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/state assistance programs.
2. Contractor shall timely execute any and all amendments to this Agreement or certificates or other required documentation relating to their subcontractors' debarment/suspension status.

L. Agreement Authorization

If a public entity, Contractor shall submit to the AAA a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private, nonprofit entity, Contractor shall submit to the AAA an authorization by the board of directors to execute this Agreement, referencing this Agreement number.

M. Drug-Free Workplace Act

Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code, Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code, Section 8355 (b) to inform employees about all of the following:
 - a. the dangers of drug abuse in the workplace;
 - b. the person's or organization's policy of maintaining a drug-free workplace;
 - c. any available counseling, rehabilitation, and employee assistance programs; and
 - d. penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code, Section 8355 (c), that every employee who works under this Agreement:
 - a. will receive a copy of Contractor's drug-free policy statement; and

- b. will agree to abide by the terms of Contractor's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractor may be ineligible for award of any future State-funded contracts if the AAA determines that any of the following has occurred: 1) Contractor has made false certification, or 2) Contractor has violated the certification by failing to carry out the requirements as noted above.

N. Statement of Compliance

The Contractor's signature affixed hereon shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.

O. Availability

Contractor shall make staff available to the AAA for training and meetings which the AAA may find necessary from time to time.

P. Administration

1. Contractor shall be a public or private nonprofit entity. If a private, nonprofit entity, Contractor shall be a corporation in good standing with the Secretary of the State of California and shall maintain that status throughout the term of the Agreement.
2. Failure to maintain good standing by Contractor shall result in suspension or termination of this Agreement with the AAA until satisfactory status is restored.

II. AGREEMENT

All elements of this agreement as approved by the AAA in making this award, are hereby incorporated by reference, as if fully set forth herein.

III. FUNDS

1. Expenditure of Funds

- a. Contractor shall expend all funds received hereunder in accordance with this Agreement.
- b. Any reimbursement for necessary travel expenses and per diem shall not exceed rates

that are set in accordance with Department of Personnel Administration rates set for comparable classes which shall be determined by the State. This is not to be construed as limiting Contractor from paying any differences in costs, from funds other than those provided by the State, between the Department of Personnel Administration rates and any rates Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the AAA.

- c. The AAA reserves the right to refuse payment to Contractor or later disallow costs for any expenditure, as determined by the AAA and/or State not to be in compliance with this Agreement, unrelated or inappropriate to contract activities, or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted.

2. Accountability for Funds

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 Contractor and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures.

3. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Contractor shall return to the AAA immediately, upon written demand, any funds provided under this Agreement, which are not payable for goods or services, delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

4. Availability of Funds

- a. It is understood between the parties that this Agreement may have been written before ascertaining the appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purposes of this Program(s). In addition, this Agreement is subject to any additional restriction, limitation, or conditions enacted which may affect the provisions, terms, or funding of this Agreement in any manner.
- c. If the Legislature or Congress does not appropriate sufficient funds for this Program, this Agreement shall be amended to reflect any reduction in funds.
- d. In the event that insufficient funds are appropriated, this Agreement may be canceled

at any time by either party, by giving thirty (30) days' written notice to the other party.

- e. The AAA has the option to void this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

5. Interest Earned

If, as a result of advanced funds, the Program earns interest on funds awarded by the AAA, that interest shall be identified as income to the Program and used for Program expenditures, with full documentation on file.

IV. BUDGET AND BUDGET REVISION

1. Contractor shall be reimbursed for expenses only as itemized in the budget approved by the AAA which is attached as "Exhibit B" and hereby incorporated by reference.
2. The budget must set forth in detail the reimbursable items, unit rates, and extended total amount for each line item. Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 - a. Direct and overhead costs.
 - b. Monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of personnel time to be charged to this Agreement, as well as fringe benefits.
 - c. Rental reimbursement items should specify the unit rate, such as the rate per square foot.
 - d. If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified.
 - e. Any travel outside the State of California.
3. Budget and budget revisions shall adhere to any other provisions contained in the CDA Program Manual(s).

V. PAYMENT

1. Payment shall be made to the Contractor in accordance with the CDA Program Manual(s) and AAA procedures. In the event of conflict, the provisions of the CDA Program Manual(s) shall prevail.
2. The AAA shall allow the Contractor, upon execution of this Agreement to request and receive, in a timely manner, one advance payment of twenty-five percent (25%) of the Agreement amount.

3. No alteration, variation, or deviation from any budget item described in Exhibit B shall be valid unless made in writing and approved by Area Agency.

VI. SUBCONTRACTS

1. The AAA shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the Program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
2. Funds for this Agreement shall not be obligated in subcontracts for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the AAA has agreed in writing to permit the specific expenditure for a specified period of time.
3. Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
4. Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to Contractor in a timely manner and at intervals as determined by the Department.
5. Contractor shall ensure that any subcontractors for services described in W&I Code, Sections 9541 through 9547, will be the same as those services contracted for in SFY 1996-97, unless written approval is received from the Department.

VII. RECORDS

1. Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, letters of agreement, insurance documentation in accordance with Article XVI, Memorandums and/or Letters of Understanding, and patient records) of its activities and expenditures hereunder in a form satisfactory to the AAA and shall make all records pertaining to this Agreement available for inspection and audit by the AAA and the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by Contractor: 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, 2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B. or C., or 3) for such longer period as the Department deems necessary.
2. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in

Section A above.

3. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the AAA and so stated in writing to Contractor.
4. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the AAA under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the AAA during the audit resolution process.
5. Contractor agrees that the awarding agency or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide the awarding AAA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with GC 8546.7 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
6. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Site Director or his/her designee, prior to submission to the AAA. Incomplete forms shall be returned to Contractor for completion. (In the event of changes in these forms, the AAA shall advise Contractor via written notice.) Contractor shall develop and implement a process for ensuring quality control.

VIII. REPORTS

1. Contractor shall submit reports to the AAA and the Department as provided for in the program manual(s) or at the direction of the AAA.
2. Unless otherwise specified by the AAA, Contractor shall keep these reports on file in accordance with the program manual(s) or until the Department deems the retention is no longer necessary.

IX. PROPERTY

1. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement. Capitalized property includes property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies

such as paper, pencils, typing ribbons, computer floppy disks, file folders, etc.

2. Property meeting all of the following criteria is subject to the capitalization requirements and must:

- a. have a normal useful life of at least one (1) year;
- b. have a unit acquisition cost of at least FIVE THOUSAND DOLLARS (\$5,000) (e.g., four (4) identical assets which cost THREE THOUSAND DOLLARS (\$3,000) each, for a TWELVE THOUSAND DOLLAR (\$12,000) total, would not meet this capitalization requirement); and
- c. be used to conduct business under this Agreement.

As used in this Agreement, the term "equipment" shall refer only to capitalized property.

3. Noncapitalized property is those items which do not meet all three (3) requirements in this Article, Section B. above.
4. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
5. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, computer hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

6. Contractor shall record the following information when property is acquired:
 - a. date acquired;
 - b. property description (include model number);
 - c. property identification number (serial number);

- d. cost or other basis of valuation;
- e. fund source; and
- f. rate of depreciation (or depreciation schedule), if applicable.

Contractor shall keep track of property purchased with funds under this Agreement whether capitalized or not. Contractor shall submit to the State via the AAA, annually with the Closeout, a current inventory of property furnished or purchased with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32) to report property.

7. Prior to disposal of any State-owned property, Contractor must obtain approval from the State

via the AAA regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is received from the State via the AAA.

Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

8. State reserves title to all the State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.

Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement

or repair of such property during the period of the project and until Contractor has complied with all written instructions from the State via the AAA regarding the final disposition of the property.

9. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to the State via the AAA. The State reserves the right to require Contractor to transfer such property to another entity or to the State via the AAA.

10. To exercise the above right, within one hundred twenty (120) days after termination of this Agreement or notification of Contractor's dissolution, the State via the AAA will issue specific written disposition instructions to Contractor.

11. Contractor shall use the property for the purpose for which it was intended under this Agreement. When no longer needed for that use, Contractor shall use it, if needed, and with written approval of the State via the AAA for other purposes in this order:

- a. another State program providing the same or similar service; or
- b. another State-funded program.

12. Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the State via the AAA. As a condition of the approval, the State via the AAA may require reimbursement under this Agreement for its use.
13. Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
14. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
15. Contractor shall include the provisions contained in Article XIII in all its subcontracts awarded under this Agreement.

X. ACCESS

Contractor shall provide access to the Bureau of State Audits, or any of their duly authorized State

representatives, any books, documents, papers, and records of Contractor or subcontractor which are pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall include this requirement in its subcontracts.

XI. MONITORING ASSESSMENT AND EVALUATION

1. Authorized AAA representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but are not limited to, audits, inspections of project premises, and inspection of food preparation sites, as appropriate, and interviews of project staff and participants.
2. Contractor shall cooperate with the AAA in the monitoring, assessment, and evaluation processes, which include making any program and administrative staff (fiscal, etc.) available during any scheduled process.

XII. AUDIT

1. The AAA will perform financial and compliance audits and perform additional work as needed to substantiate compliance with statutes, rules, and regulations, and with the terms of this Agreement.
2. The AAA shall have access to all Contractor audit reports and records that are related to this

Agreement.

3. An Audit Resolution shall be performed in accordance with the established policy, procedures, and guidelines of the AAA for each contract period.
4. If during the life of this Agreement the total funds awarded equal or exceed TEN THOUSAND DOLLARS (\$10,000), Contractor agrees to be subject to the examination and audit by the Bureau of State Audits for a period of three (3) years after final payment under this Agreement.

Contractor shall arrange for an independent audit or single audit in accordance with requirements set forth in the Office of Management and Budget (OMB) Circular A-133. Such costs shall be at the expense of Contractor and the requirements shall be provided to Contractor by Area Agency. Contractor shall ensure that the audit is:

- a. Performed in a timely manner--not less frequently than every year--and a report submitted to Area Agency not later than one hundred eighty (180) days after the completion of Area Agency fiscal year.
- b. Properly procured, i.e., based on OMB Circular A-110 procurement standards and providing maximum opportunities to small and minority audit firms.
- c. Performed in accordance with Government Auditing Standards. The audit should be performed by an independent auditor and be organization-wide.
- d. All inclusive: it includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major federal programs and selected non-major federal programs and selected non-major program transactions.

XIII. RESPONSIBILITY FOR AUDIT EXCEPTIONS

Definitions

- A. For the purpose of this Agreement, "audit exception" includes, but is not limited to, a determination by Area Agency or by county, state, or federal agencies that monies provided hereunder have been improperly spent, used, allocated, recorded, ledgered, or accounted for, or that Contractor has otherwise not complied with terms of the Act or of this Agreement.
- B. Contractor shall fully reply to, comply with, and take requested corrective action as to any audit exception determined pursuant to this Agreement. Contractor understands that any failure by Contractor to fully perform all terms and conditions herein, or to comply with applicable spending, budget, accounting, bookkeeping, and record keeping requirements may result in Area Agency liability for all affected funds. Contractor, therefore, agrees to indemnify, save harmless, and pay Area Agency the full amount of liability resulting from any such audit exception.

XIV. FIDELITY BOND

Prior to receiving any monies hereunder, Contractor shall submit a verified statement to Area Agency that all officials, employees, and agents handling or having access to funds received or disbursed by Contractor pursuant to this Agreement, or who are authorized to sign or countersign checks, are covered by either an individual or a blanket fidelity bond in an amount of no less than ten percent (10%) of the amount of funds provided hereunder. Area Agency shall be named payee on said bond. If the bond is canceled or reduced, Contractor shall notify Area Agency immediately, and Area Agency may withhold payment to Contractor until it is assured that the proper coverage has been obtained.

XV. SUSPENSION, TERMINATION OR CANCELLATION

1. AAA may suspend or terminate Contractor or project operations hereunder and be relieved of the payment of any consideration to Contractor with or without cause upon thirty (30) days written notice to contractor. Such suspension or termination shall be effective immediately in the case of threat to health or safety of the public.
2. The AAA may determine that a contractor may be considered "high risk" as described in 45 CFR, Part 92.12. If such a determination is made, Contractor may be subject to special conditions or restrictions.

XVI. DISSOLUTION OF ENTITY

Contractor shall notify the AAA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

SCHEDULE B

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

DESCRIPTION OF SERVICES

During the contract period of January 1, 2002 through June 30, 2003, Contractor shall provide services through the Family Caregiver Support Program funded under Title III E of the Older Americans Act.

Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

FAMILY CAREGIVER SUPPORT PROGRAM

Contractor agrees to provide twenty-five (25) units of Outreach (one unit = one contact) to twenty-five (25) unduplicated clients; eight (8) units of Community Education (one unit = one hour) to forty (40) unduplicated clients; thirty-seven (37) units of Comprehensive Assessments (one unit = one hour) to fifteen (15) unduplicated clients; three hundred ninety (390) units of Case Management (one unit = one hour) to sixty-five (65) unduplicated clients; thirty (30) units of Counseling (one unit = one hour) to thirty (30) unduplicated clients; seventy-two (72) units of Caregiver Support Group assistance (one unit = one hour session) to forty (40) unduplicated clients; ninety (90) units of Caregiver Training (one unit = one hour) to forty-five (45) unduplicated clients; one thousand fourteen (1,014) units of Respite to sixty-five (65) unduplicated clients; three (3) units of Minor Home Modifications (one unit = one occurrence) to three (3) unduplicated clients; three (3) units of Placement Assistance (one unit = one occurrence) to three (3) unduplicated clients; eight (8) units of Home Security and Safety Assistance (one unit = one occurrence) to eight (8) unduplicated clients; one (1) unit of Assistive Device assistance (one unit = one occurrence) to one client; one hundred thirty (130) units of service of Visiting (one unit = one hour) to sixty-five (65) unduplicated clients; and twenty-five (25) units of Legal Assistance (one unit = one hour) to twenty-five (25) unduplicated clients. This funding will be used to expand existing services to include the informal family caregiver as a client for services.

For the purpose of performance measures, units of service to be provided will be tracked as follows:

<u>Service</u>	<u>Units</u>
Outreach	25
Community Education	8
Comprehensive Assessment	37
Case Management	390
Counseling	30

Caregiver Support Group	72
Caregiver Training	90
Respite	1,014
Minor Home Modification	3
Placement Assistance	3
Home Security and Safety	8
Assistive Devices	1
Visiting	130
Legal Assistance	25

A mid-year review, scheduled for September, will require a reconciliation of year-to-date units of service. Based on this information, a budget revision may be required.

In addition, Contractor agrees to:

- a. Submit an updated budget including applicable program planning adjustments by May 31, 2002 for the new FY funding cycle beginning July 1, 2002.
- b. Submit client intake forms, monthly program reports, and invoices by the tenth (10th) of each month;
- c. Submit a closing report at the end of each fiscal year, by July 31, 2002 and July 31, 2003.

Contractor is responsible for covering the cost of all components of each program outlined here and shall be reimbursed monthly for actual expenditures on the approved budget for each program. Individual payments to Contractor shall not exceed the amount of Contractor's fidelity bond.

The maximum amount to be reimbursed for all services provided under this Agreement shall not exceed THIRTY-NINE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS (\$39,227).

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Mary Robblee - 573-2667, FAX 573-2193, PONY - AAS 321

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

SUBJECT: Approval of Board Memo, Resolution and Agreements for :

Alzheimer's Association of Northern California, Edgewood Center for
Children and Families, and Family Caregiver Alliance and Center for the
Independence of the Disabled, Inc.

Contract term is extended to 18 months to keep with the existing contract
period and current RFP.

DATE SUBMITTED: 11/19/01

CONTRACT PERIOD: January 1, 2002 to June 30, 2003

CONTRACT AMOUNT AND FUNDING SOURCE:

Funds for these contracts come from the California Department of Aging, Title III B of the Older
Americans Act as amended.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/14/01
DATE

**COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM**

Number of pages faxed _____

DATE: 11/7/01
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163
FROM: Mary Robblee - 573-2667, FAX 372-0729, PONY - AAS 321
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Edgewood Center for Children & Families

DO THEY TRAVEL? : Yes

PERCENT OF THE TIME: 100%

NUMBER OF EMPLOYEES: 11

DUTIES (SPECIFIC): Contractor provides family caregiver support services

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$1m</u>	<u>✓</u>	_____	_____
Motor Vehicle Liability	<u>\$1m</u>	<u>✓</u>	_____	_____
Professional Liability	_____	_____	_____	_____
Worker's Compensation	<u>Statutory</u>	<u>✓</u>	_____	_____

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse 11-8-01

COUNTY OF
SAN MATEO
2001 NOV - 8 A 9:30

ACORD. CERTIFICATE OF LIABILITY INSURANCE

CSR CL
EDGEW-2

DATE (MM/DD/YY)
02/28/01

PRODUCER
Costello & Sons Insurance
Brokers, Inc.
1752 Lincoln Avenue
San Rafael CA 94901
Phone: 415-455-1515

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

Edgewood Center for Children
and Families
1801 Vicente Street
San Francisco CA 94116

INSURER A: Riverport Insurance Companies
INSURER B: Westport Insurance Corporation
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
A	GENERAL LIABILITY	RP0001445 1,000,000	03/01/01	03/01/02	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Profession.Liab.				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMPROP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				Emp Ben. 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	RP0001445	03/01/01	03/01/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	RPX001446	03/01/01	03/01/02	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	OTHER	NPN476533-2	03/01/01	03/01/02	D&O Incl. \$10,000,000 Fiduc.Lia \$5000 dedl.

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

*Except 10 day notice for non-payment of premium.. The certificate holder,
its officers, agents, employees and members of the boards and commissions are
named as additional insured, but only as respects their interest in the job
performed on their behalf by the Named Insured.

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

San Mateo Human Services Agcy
Stuart Oppenheim, Director
400 Harbor Blvd.
Belmont CA 94002

SANMA-5

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.

PRODUCER
Acordia of CA Ins. Services
CA License# 0352275
625 Market St., Suite 2200
San Francisco, CA 94105
415-541-7900

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.

COMPANIES AFFORDING COVERAGE

COMPANY A Clarendon National Ins. Co.
COMPANY B
COMPANY C
COMPANY D

INSURED
Edgewood Center for Children
and Families
1801 Vicente Street
San Francisco CA 94116

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SCTQT006110301	3/01/01	3/01/02	X WC STATUTORY LIMITS OTHER \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1000000
	OTHER				EL DISEASE - POLICY LIMIT \$ 1000000
					EL DISEASE - EA EMPLOYEE \$ 1000000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Certificate issued as Evidence of Coverage only

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 0 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

[Signature]

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Edgewood Center for Children and Families
Contact Person: Ron Alexander
Address: 1115 Mission Road
South San Francisco, CA 94080
Phone Number: (650) 588-9580 Fax Number (650) 588-9581

II Employees

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☒ 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)

- ☒ 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 16 day of October, 2001 at San Francisco, California.
(City) (State)


Signature

CEO

Title

Nancy Rubin

Name (Please Print)

94-1186168

Contractor Tax Identification Number



05420700

See detailed instructions on page 2. Please type or print.

SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):

DATE	FEDERAL ID NO.	CA EMPLOYER ACCOUNT NO.	SOCIAL SECURITY NO.	NO. OF FORMS NEEDED
MMDDYY				
SERVICE-RECIPIENT NAME / BUSINESS NAME			CONTACT PERSON	
ADDRESS			TELEPHONE NO.	
CITY			STATE	ZIP

SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):

FIRST NAME		LAST NAME	
EDGEMOOD CENTER		FOR CHILDREN + FAMILIES	
SOCIAL SECURITY NO.		STREET NO.	
941186168		1801	
CITY		STREET NAME	
SAN FRANCISCO		VICENTE	
STATE		UNIT/APT	
CA			
START DATE OF CONTRACT		ZIP	
01/07/02		94116	
AMOUNT OF CONTRACT		CONTRACT EXPIRATION DATE	
39227.00		06/30/02	
		CHECK HERE IF CONTRACT IS ONGOING	
		<input type="checkbox"/>	

FIRST NAME										MI		LAST NAME																											
SOCIAL SECURITY NO.										STREET NO.					STREET NAME															UNIT/APT									
CITY																				STATE					ZIP														
START DATE OF CONTRACT										AMOUNT OF CONTRACT										CONTRACT EXPIRATION DATE										CHECK HERE IF CONTRACT IS ONGOING									
MMDDYY										<div> <div> <div></div> <div></div> </div> <div> <div></div> <div></div> </div> </div>										MMDDYY										<input type="checkbox"/>									

FIRST NAME										MI	LAST NAME																							
SOCIAL SECURITY NO.										STREET NO.					STREET NAME															UNIT/APT.				
CITY																									STATE					ZIP				
START DATE OF CONTRACT										AMOUNT OF CONTRACT										CONTRACT EXPIRATION DATE										CHECK HERE IF CONTRACT IS ONGOING				
MM/DD/YY																				MM/DD/YY										<input type="checkbox"/>				

AGREEMENT WITH CENTER FOR THE INDEPENDENCE
OF THE DISABLED, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the AREA AGENCY ON AGING OF THE COUNTY OF SAN MATEO, hereinafter called "AAA," and CENTER FOR THE INDEPENDENCE OF THE DISABLED, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of the County of San Mateo, California, has designated itself the Area Agency and has undertaken the administration of a program to foster the development of comprehensive and coordinated service systems to serve older persons pursuant to the Older Americans Act of 1964, as amended, Pub. L. 89-73; 42 U.C.S. Section 3001 et seq., and all amendments, rules and regulations pertaining thereto (hereinafter collectively referred to as the "Act");

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described, in the following pages, for the Area Agency on Aging of the County of San Mateo, and

WHEREAS, pursuant to Government Code, Section 31000, AAA may contract with independent contractors for the furnishing of such services to or for AAA 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 the services as described in Schedule B, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

It is hereby understood that agreement No. 57000-02-C081 with Center for the Independence of the Disabled, Inc., will automatically terminate upon the execution of this agreement by the Board of Supervisors.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule B, the amount that AAA shall be obligated to pay for services rendered under this Agreement shall not exceed FORTY-FIVE THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS (\$45,535) 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 AAA unless so approved in writing. In no event may the rates established in Schedule A be increased to the extent that the maximum AAA obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule B 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 AAA for payment in accordance with the provisions of Schedule B. AAA shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to AAA 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 AAA 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 AAA, County, State 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 AAA, 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 AAA 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, AAA 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, Contractor 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, AAA may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar AAA agreements by giving sixty (60) days' notice to Contractor.

AAA 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 AAA, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if AAA 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 Attachment II, which is attached hereto, and incorporated herein.

Contractor shall comply with AAA 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.

- 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 AAA.

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 AAA, to any federal or state department having monitoring or reviewing authority, to AAA'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 AAA, to:
San Mateo County Aging and Adult Services
Commission Providers and Services Unit
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:
Center for the Independence of the Disabled, Inc.
Kent Michelson
875 O'Neill Avenue
Belmont, CA 94002

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 July 1, 2001 through June 30, 2003. 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.

This agreement supersedes the following agreement between County and Contractor: Agreement No. 57000-02-C081 executed on August 23, 2001.

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

COUNTY OF SAN MATEO

CENTER FOR THE INDEPENDENCE
OF THE DISABLED, INC.

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

By: Kent Melchison

Date: _____

Date: 12-18-2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

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.

KENT MICKELSON

Name of 504 Person - Type or Print

CENTER FOR INDEPENDENCE
OF THE DISABLED

Name of Contractor(s) - Type or Print

875 O'NEILL AVENUE

Street Address or PO Box

BELMONT

City

CALIFORNIA

State

94002

Zip Code

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

12-18-2001

Date

Kent Mickelson

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."

Attachment II

Contract between County of San Mateo and Center for the Independence of the Disabled, 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.

Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment or recipient of services because of the above named conditions. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

1. Contractor shall comply with the provisions of the Title VII of the Civil Rights Act of 1964 (42 USC 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261).
 2. Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 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.

SCHEDULE A

I. ASSURANCES SPECIFIC TO THE AAA PROGRAM

A. Labor Relations

Contractor swears under penalty of perjury that no more than one (1) final unappealable finding of contempt by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a federal court which requires Contractor's compliance with an order of the National Labor Relations Board.

B. Confidentiality

1. Identity shall include, but not be limited to, name identifying number, symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
2. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. Contractor shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement.
4. Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the State without prior written authorization from the State via the AAA, except when subpoenaed by a court.
5. Contractor may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Contractor accept such from any participant.

C. Copyrights and Rights in Data

1. Copyrights

- a. If any material funded by this Agreement is subject to copyright, the parties acknowledge that the State has the right to copyright such material and Contractor agrees not to copyright such material, except as set forth in subsections b. and c.
- b. Contractor may request permission to copyright material by writing to the State Director via the AAA. The Director shall consent to or give the reason for denial to Contractor in writing within sixty (60) days of receipt of the request.
- c. If the material is copyrighted with the consent of the State via the AAA, the State

reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

2. Rights in Data

- a. Contractor shall not publish or transfer any materials, as defined in b. below, produced or resulting from activities supported by this Agreement without the express written consent of the State Director via the AAA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the State via the AAA. The State via the AAA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- b. As used in this Agreement, the term "materials" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.
- c. Subject only to the provisions of Article III, Section C., Section D., paragraph 1., the State via the AAA may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all materials delivered under this Agreement.
- d. Materials published or transferred shall: 1) state that the materials or product were a result of a project funded by a contract with the "Area Agency on Aging"; 2) give the name of the entity, the address, and the telephone number at which the supporting data is available; and 3) include a statement that the conclusions and opinions expressed may not be those of the State and/or AAA and that the publication may not be based upon or inclusive of all raw data.

D. Law, Policy and Procedure, Licenses, and Certificates

Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement and with all applicable local, state, and federal laws including, but not limited to, wages and hours of employment; occupational safety; and fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. Contractor and its subcontractors shall keep in effect all licenses, accreditation, permits, notices, and certificates that are required by law.

E. Code of Conduct

1. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the AAA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the AAA and such conflict may constitute grounds for termination of this Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Officials Not to Benefit

The following shall not be admitted to any share or part of this Agreement or to any benefit that may arise:

1. member of, or delegate to, Congress; or
2. member of, or delegate to, the State Legislature; or
3. formerly employed person of any state agency or department that was employed under the State Civil Service, or otherwise appointed to service in State Government less than twenty-four (24) months prior to the commencement of this Agreement, if that person was engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Agreement while employed in any capacity by any state agency or department; or
4. former employee of any state agency if, that former employee was employed in a policy-making position in the same general subject area as the proposed contract, if that employee has been separated from the State for less than twelve (12) months.

G. Covenant Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the AAA shall have the right to annul this Agreement without liability, or at its discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

H. Payroll Taxes and Deductions

Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and state income taxes withheld, to designated governmental agencies.

I. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts and/or will include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 2760) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276 a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-330) (29 CFR, Part 5).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owners' value of such property to the benefit of the owner except where permitted by law and by the State via the AAA.
3. When funding is provided for construction and nonconstruction activities, Contractor or subcontractor must obtain prior written approval from the State via the AAA before making any fund or budget transfers between construction and nonconstruction.

J. Contracts in Excess of \$100,000

If funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857)
2. Clean Water Act, As amended (33 USC 1363)
3. Federal Water Pollution Control Act, ad amended (33 UDC 1251, et seq.).
4. Environmental Protection Agency Regulations (40 CFR, Part 16 and Executive Order 11738).

K. Debarment

1. Contractor must not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for

participation in federal/state assistance programs.

2. Contractor shall timely execute any and all amendments to this Agreement or certificates or other required documentation relating to their subcontractors' debarment/suspension status.

L. Agreement Authorization

If a public entity, Contractor shall submit to the AAA a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private, nonprofit entity, Contractor shall submit to the AAA an authorization by the board of directors to execute this Agreement, referencing this Agreement number.

M. Drug-Free Workplace Act

Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code, Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code, Section 8355 (b) to inform employees about all of the following:
 - a. the dangers of drug abuse in the workplace;
 - b. the person's or organization's policy of maintaining a drug-free workplace;
 - c. any available counseling, rehabilitation, and employee assistance programs; and
 - d. penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code, Section 8355 (c), that every employee who works under this Agreement:
 - a. will receive a copy of Contractor's drug-free policy statement; and
 - b. will agree to abide by the terms of Contractor's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractor may be ineligible for award of any future State-funded contracts if the AAA determines that any of the following has occurred: 1) Contractor has made false certification, or 2) Contractor has violated the certification by failing to carry out the requirements as noted above.

N. Statement of Compliance

The Contractor's signature affixed hereon shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.

O. Availability

Contractor shall make staff available to the AAA for training and meetings which the AAA may find necessary from time to time.

P. Administration

1. Contractor shall be a public or private nonprofit entity. If a private, nonprofit entity, Contractor shall be a corporation in good standing with the Secretary of the State of California and shall maintain that status throughout the term of the Agreement.
2. Failure to maintain good standing by Contractor shall result in suspension or termination of this Agreement with the AAA until satisfactory status is restored.

II. AGREEMENT

All elements of this agreement as approved by the AAA in making this award, are hereby incorporated by reference, as if fully set forth herein.

III. FUNDS

1. Expenditure of Funds

- a. Contractor shall expend all funds received hereunder in accordance with this Agreement.
- b. Any reimbursement for necessary travel expenses and per diem shall not exceed rates that are set in accordance with Department of Personnel Administration rates set for comparable classes which shall be determined by the State. This is not to be construed as limiting Contractor from paying any differences in costs, from funds other than those provided by the State, between the Department of Personnel Administration rates and any rates Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the AAA.
- c. The AAA reserves the right to refuse payment to Contractor or later disallow costs for any expenditure, as determined by the AAA and/or State not to be in compliance with this Agreement, unrelated or inappropriate to contract activities, or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted.

2. Accountability for Funds

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 Contractor and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures.

3. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Contractor shall return to the AAA immediately, upon written demand, any funds provided under this Agreement, which are not payable for goods or services, delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

4. Availability of Funds

- a. It is understood between the parties that this Agreement may have been written before ascertaining the appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purposes of this Program(s). In addition, this Agreement is subject to any additional restriction, limitation, or conditions enacted which may affect the provisions, terms, or funding of this Agreement in any manner.
- c. If the Legislature or Congress does not appropriate sufficient funds for this Program, this Agreement shall be amended to reflect any reduction in funds.
- d. In the event that insufficient funds are appropriated, this Agreement may be canceled at any time by either party, by giving thirty (30) days' written notice to the other party.
- e. The AAA has the option to void this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

5. Interest Earned

If, as a result of advanced funds, the Program earns interest on funds awarded by the AAA, that interest shall be identified as income to the Program and used for Program expenditures, with full documentation on file.

IV. BUDGET AND BUDGET REVISION

1. Contractor shall be reimbursed for expenses only as itemized in the budget approved by the AAA which is attached as "Exhibit B" and hereby incorporated by reference.
2. The budget must set forth in detail the reimbursable items, unit rates, and extended total amount for each line item. Contractor's budget shall include, at a minimum, the following

items when reimbursable under this Agreement:

- a. Direct and overhead costs.
 - b. Monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of personnel time to be charged to this Agreement, as well as fringe benefits.
 - c. Rental reimbursement items should specify the unit rate, such as the rate per square foot.
 - d. If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified.
 - e. Any travel outside the State of California.
3. Budget and budget revisions shall adhere to any other provisions contained in the CDA Program Manual(s).

V. PAYMENT

1. Payment shall be made to the Contractor in accordance with the CDA Program Manual(s) and AAA procedures. In the event of conflict, the provisions of the CDA Program Manual(s) shall prevail.
2. The AAA shall allow the Contractor, upon execution of this Agreement to request and receive, in a timely manner, one advance payment of twenty-five percent (25%) of the Agreement amount.
3. No alteration, variation, or deviation from any budget item described in Exhibit B shall be valid unless made in writing and approved by Area Agency.

VI. SUBCONTRACTS

1. The AAA shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the Program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
2. Funds for this Agreement shall not be obligated in subcontracts for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the AAA has agreed in writing to permit the specific expenditure for a specified period of time.
3. Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
4. Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be

sent to Contractor in a timely manner and at intervals as determined by the Department.

5. Contractor shall ensure that any subcontractors for services described in W&I Code, Sections 9541 through 9547, will be the same as those services contracted for in SFY 1996-97, unless written approval is received from the Department.

VII. RECORDS

1. Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, letters of agreement, insurance documentation in accordance with Article XVI, Memorandums and/or Letters of Understanding, and patient records) of its activities and expenditures hereunder in a form satisfactory to the AAA and shall make all records pertaining to this Agreement available for inspection and audit by the AAA and the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by Contractor: 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, 2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B. or C., or 3) for such longer period as the Department deems necessary.
2. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above.
3. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the AAA and so stated in writing to Contractor.
4. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the AAA under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the AAA during the audit resolution process.
5. Contractor agrees that the awarding agency or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide the awarding AAA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with GC 8546.7 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
6. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Site Director or his/her designee, prior to submission to the AAA. Incomplete forms shall be returned to Contractor for completion. (In the event of changes in

these forms, the AAA shall advise Contractor via written notice.) Contractor shall develop and implement a process for ensuring quality control.

VIII. REPORTS

1. Contractor shall submit reports to the AAA and the Department as provided for in the program manual(s) or at the direction of the AAA.
2. Unless otherwise specified by the AAA, Contractor shall keep these reports on file in accordance with the program manual(s) or until the Department deems the retention is no longer necessary.

IX. PROPERTY

1. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement. Capitalized property includes property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, computer floppy disks, file folders, etc.
2. Property meeting all of the following criteria is subject to the capitalization requirements and must:
 - a. have a normal useful life of at least one (1) year;
 - b. have a unit acquisition cost of at least FIVE THOUSAND DOLLARS (\$5,000) (e.g., four (4) identical assets which cost THREE THOUSAND DOLLARS (\$3,000) each, for a TWELVE THOUSAND DOLLAR (\$12,000) total, would not meet this capitalization requirement); and
 - c. be used to conduct business under this Agreement.

As used in this Agreement, the term "equipment" shall refer only to capitalized property.

3. Noncapitalized property is those items which do not meet all three (3) requirements in this Article, Section B. above.
4. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
5. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, computer hardware consists of tangible

equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

6. Contractor shall record the following information when property is acquired:
 - a. date acquired;
 - b. property description (include model number);
 - c. property identification number (serial number);
 - d. cost or other basis of valuation;
 - e. fund source; and
 - f. rate of depreciation (or depreciation schedule), if applicable.

Contractor shall keep track of property purchased with funds under this Agreement whether capitalized or not. Contractor shall submit to the State via the AAA, annually with the Closeout, a current inventory of property furnished or purchased with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32) to report property.

7. Prior to disposal of any State-owned property, Contractor must obtain approval from the State via the AAA regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is received from the State via the AAA.

Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

8. State reserves title to all the State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.

Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project and until Contractor has complied with all written instructions from the State via the AAA regarding the final disposition of the property.

9. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to the State via the AAA. The State reserves the right to require Contractor to transfer such property to another entity or to the State via the AAA.
10. To exercise the above right, within one hundred twenty (120) days after termination of this Agreement or notification of Contractor's dissolution, the State via the AAA will issue specific written disposition instructions to Contractor.
11. Contractor shall use the property for the purpose for which it was intended under this

Agreement. When no longer needed for that use, Contractor shall use it, if needed, and with written approval of the State via the AAA for other purposes in this order:

- a. another State program providing the same or similar service; or
 - b. another State-funded program.
12. Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the State via the AAA. As a condition of the approval, the State via the AAA may require reimbursement under this Agreement for its use.
 13. Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
 14. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
 15. Contractor shall include the provisions contained in Article XIII in all its subcontracts awarded under this Agreement.

X. ACCESS

Contractor shall provide access to the Bureau of State Audits, or any of their duly authorized State representatives, any books, documents, papers, and records of Contractor or subcontractor which are pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall include this requirement in its subcontracts.

XI. MONITORING ASSESSMENT AND EVALUATION

1. Authorized AAA representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but are not limited to, audits, inspections of project premises, and inspection of food preparation sites, as appropriate, and interviews of project staff and participants.
2. Contractor shall cooperate with the AAA in the monitoring, assessment, and evaluation processes, which include making any program and administrative staff (fiscal, etc.) available during any scheduled process.

XII. AUDIT

1. The AAA will perform financial and compliance audits and perform additional work as needed to substantiate compliance with statutes, rules, and regulations, and with the terms of this Agreement.
2. The AAA shall have access to all Contractor audit reports and records that are related to this Agreement.

3. An Audit Resolution shall be performed in accordance with the established policy, procedures, and guidelines of the AAA for each contract period.
4. If during the life of this Agreement the total funds awarded equal or exceed TEN THOUSAND DOLLARS (\$10,000), Contractor agrees to be subject to the examination and audit by the Bureau of State Audits for a period of three (3) years after final payment under this Agreement.

Contractor shall arrange for an independent audit or single audit in accordance with requirements set forth in the Office of Management and Budget (OMB) Circular A-133. Such costs shall be at the expense of Contractor and the requirements shall be provided to Contractor by Area Agency. Contractor shall ensure that the audit is:

- a. Performed in a timely manner--not less frequently than every year--and a report submitted to Area Agency not later than one hundred eighty (180) days after the completion of Area Agency fiscal year.
- b. Properly procured, i.e., based on OMB Circular A-110 procurement standards and providing maximum opportunities to small and minority audit firms.
- c. Performed in accordance with Government Auditing Standards. The audit should be performed by an independent auditor and be organization-wide.
- d. All inclusive: it includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major federal programs and selected non-major federal programs and selected non-major program transactions.

XIII. RESPONSIBILITY FOR AUDIT EXCEPTIONS

Definitions

- A. For the purpose of this Agreement, "audit exception" includes, but is not limited to, a determination by Area Agency or by county, state, or federal agencies that monies provided hereunder have been improperly spent, used, allocated, recorded, ledgered, or accounted for, or that Contractor has otherwise not complied with terms of the Act or of this Agreement.
- B. Contractor shall fully reply to, comply with, and take requested corrective action as to any audit exception determined pursuant to this Agreement. Contractor understands that any failure by Contractor to fully perform all terms and conditions herein, or to comply with applicable spending, budget, accounting, bookkeeping, and record keeping requirements may result in Area Agency liability for all affected funds. Contractor, therefore, agrees to indemnify, save harmless, and pay Area Agency the full amount of liability resulting from any such audit exception.

XIV. FIDELITY BOND

Prior to receiving any monies hereunder, Contractor shall submit a verified statement to Area

Agency that all officials, employees, and agents handling or having access to funds received or disbursed by Contractor pursuant to this Agreement, or who are authorized to sign or countersign checks, are covered by either an individual or a blanket fidelity bond in an amount of no less than ten percent (10%) of the amount of funds provided hereunder. Area Agency shall be named payee on said bond. If the bond is canceled or reduced, Contractor shall notify Area Agency immediately, and Area Agency may withhold payment to Contractor until it is assured that the proper coverage has been obtained.

XV. SUSPENSION, TERMINATION OR CANCELLATION

1. AAA may suspend or terminate Contractor or project operations hereunder and be relieved of the payment of any consideration to Contractor with or without cause upon thirty (30) days written notice to contractor. Such suspension or termination shall be effective immediately in the case of threat to health or safety of the public.
2. The AAA may determine that a contractor may be considered "high risk" as described in 45 CFR, Part 92.12. If such a determination is made, Contractor may be subject to special conditions or restrictions.

XVI. DISSOLUTION OF ENTITY

Contractor shall notify the AAA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution

SCHEDULE B

SCOPE OF SERVICES

PROJECT I

Contractor shall provide peer counseling, training in independent living skills, information and referral, community education and outreach, and advocacy.

A. Peer Counseling

1. Contractor offers help in overcoming emotional barriers to independence through individual, family, and group counseling. Counseling is provided by peer and licensed professional counselors.
2. Contractor shall provide peer counseling to a minimum of thirty (30) persons with disabilities for a one (1) hour session individually, and a minimum of fifty (50) persons with disabilities for one (1) hour sessions in groups for the term of this Agreement. A minimum of eight (8) peer counselors will be developed during the year.

B. Independent Living Skills

1. Contractor shall provide counseling/training to gain the first steps toward further independence (e.g., basic household skills, financial management, safety, social skills, effective communication, parenting, assertiveness, sexuality, and problem-solving). Services shall be provided by an experienced professional.
2. Contractor shall provide a minimum of twenty-four (24) classes successfully presented and a minimum of one hundred twenty (120) successful outcomes. A successful outcome is defined as a disabled consumer successfully completing an independent living skills goal in their individual plan. Coordinators of the First Step Program, Financial Benefits, and Independent Living Skills will provide this service.

C Information and Referral

1. Contractor shall provide information covering disability-related issues and needs.
Individuals who requested information or services not available through Contractor shall be appropriately referred.
2. Contractor shall provide a minimum of eighteen thousand (18,000) information and referral contacts. Contacts are defined as one (1) request and a response for information or assistance.

D. Community Education and Outreach

1. Contractor shall provide educational activities (public speaking, workshops with sensitivity training, etc.) to promote an understanding of persons with disabilities.
2. Contractor shall provide a minimum of twenty-four (24) presentations, a minimum of twenty-four (24) trainings, a minimum of six (6) publications, and a minimum of ten thousand (10,000) contacts during the term of this Agreement. Contacts are defined as one (1) person contacted in education/training and outreach efforts. An evaluation will be completed by participants to determine information learned.

E. Individual and Systems Advocacy

1. Contractor shall provide advocacy and assistance when changes are needed to promote accessibility to public accommodations or programs in accordance with protocols established by the San Mateo County Commission on Disabilities.
2. **Contractor shall provide a minimum of eight thousand (8,000) advocacy contacts, a minimum of one hundred (100) successful individual advocacy outcomes, and a minimum of two (2) successful systems outcomes during the term of this Agreement. A contact is defined as one (1) person contacted for advocacy services. A successful outcome is defined as meeting a stated individual or system advocacy goal.**

F. Volunteers in Money Management (V.I.M.M.)

1. Contractor shall provide individuals with disabilities with money management skills training (e.g., paying bills, organizing a simple bookkeeping system, and tracking health insurance claims).
2. Contractor shall provide a minimum of thirty (30) successful V.I.M.M. matches and a minimum of ten (10) V.I.M.M. volunteers trained during the term of this Agreement. A match is defined as locating and supplying a V.I.M.M. volunteer for a disabled consumer in need of V.I.M.M. services.

G. Occupational Therapist/Independent Living Skills

1. Contractor shall provide evaluations and/or training by a registered occupational therapist to the disabled and frail elderly consumers.
2. Contractor shall provide a minimum of two hundred (200) evaluations and a minimum of one hundred sixty (160) successful outcomes. A successful

outcome is defined as meeting or exceeding a goal in the individual's service plan.

H. Contractor shall submit to County a monthly report describing actual delivery of services provided under Sections A through G. This report will be submitted within ten (10) days after the end of each month.

I Contractor shall submit to County the following documents:

1. Annual Budget Proposal
2. Cost Allocation Plan
3. Client Fee Schedule
4. Monthly Report on Delivery of Services
5. Annual Year-End Cost Report

J. Fiscal Certifications

In performing the services described in Section I of this Exhibit A, Contractor shall perform the following services and abide by the following provisions:

1. In the event Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph a, below, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
 - a. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
 - b. In the event that the federal, state, or county government performs an audit of Contractor's program as provided by this Agreement, and determines that funds should be withheld from County due to Contractor's performance, contractor shall be liable to County for the full amount of the funds withheld.
2. Contractor shall maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices.
3. If is deemed necessary by the Director of Aging and Adult Services or her designee, a Certified Public Accountant may be hired to perform a fully certified audit of Contractor's program at Contractor's expense.

- a. Contractor shall perform audit according to standard accounting practices.
 - b. This expense is an allowable cost in Contractor's program budget.
 - c. If County reasonably believes that Contractor may not have met its fiduciary and/or other contractual responsibilities, County may reserve the right to develop the form of said audit and to approve the selection of the auditor.
4. Contractor shall spend no contract funds on fund-raising.

PROJECT II

Per the contractor's submission of a response to a Request for Proposals to provide services through the newly funded Family Caregiver Support Program under Title III E of the Older Americans Act as amended, this agreement awards funding and describes units of service to be provided for project II.

Funds shall be used to subsidize fees of family caregivers who are unable to pay the full cost of services.

FAMILY CAREGIVER SUPPORT PROGRAM

Contractor agrees to provide a minimum of fifteen (15) units of Minor Home Modification assistance (one unit = one occurrence) to fifteen (15) unduplicated clients; a minimum of fifteen (15) units of Home Security and Safety assistance (one unit = one occurrence) to fifteen (15) unduplicated clients; and a minimum of fifteen (15) units of Assistive Devices (one unit = one occurrence) to fifteen (15) unduplicated clients. This funding will be used to expand existing services to include the informal family caregiver as a client for services.

For the purpose of performance measures, units of service to be provided will be tracked as follows:

<u>Service</u>	<u>Units</u>
Minor Home Modifications	15
Home Security and Safety	15
Assistive Devices	15

Contractor agrees to:

- a. Submit an updated budget including applicable program planning adjustments by May 31, 2002 for the new FY funding cycle beginning July 1, 2002.
- b. Submit client intake forms, monthly program reports and invoices by the tenth (10th) of each month;

- c. Submit a closing report at the end of each fiscal year, by July 31, 2002.

PAYMENTS

PROJECT I

Payments for this project apply to the period of July 1, 2001 to June 30, 2002

Contractor shall receive one-twelfth (1/12) of the maximum contract obligation each month upon presentation of an invoice documenting services and expenses.

A. Budget

Personnel/Overhead Expenses

Occupational Therapist	\$6,600
ILS/First Step/FBC Staff	7,150
Peer Counselor	3,300
V.I.M.M. Counselor	1,100
I&R Coordinator	2,200
Benefits @ 17%	4,125
Supervisor	<u>3,850</u>

Total Expenses \$28,325

Total payments for the period of July 1, 2001 to June 30, 2002 for services under project I shall not exceed TWENTY-EIGHT THOUSAND THREE HUNDRED TWENTY-FIVE (\$28,325).

PROJECT II

Contractor is responsible for covering the cost of all components of each program outlined in project II and shall be reimbursed monthly for actual expenditures on the approved budget for each program. Individual payments to Contractor shall not exceed the amount of Contractor's fidelity bond.

The total reimbursement of funds for provision of services under Project II shall not exceed SEVENTEEN THOUSAND TWO HUNDRED TEN DOLLARS (\$17,210).

The Maximum reimbursement of funds for Project I and Project II shall not exceed FORTY-FIVE THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS (\$45,535).

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Mary Robblee - 573-2667, FAX 573-2193, PONY - AAS 321

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

SUBJECT: Approval of Board Memo, Resolution and Agreements for :

Alzheimer's Association of Northern California, Edgewood Center for
Children and Families, and Family Caregiver Alliance and Center for the
Independence of the Disabled, Inc.

Contract term is extended to 18 months to keep with the existing contract
period and current RFP.

DATE SUBMITTED: 11/19/01

CONTRACT PERIOD: January 1, 2002 to June 30, 2003

CONTRACT AMOUNT AND FUNDING SOURCE:

Funds for these contracts come from the California Department of Aging, Title III E of the Older
Americans Act as amended.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/14/01
DATE

**COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM**

Number of pages faxed **DATE:**12-13-01**TO:**

Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163

FROM:

Mary Robblee - 573-2667, FAX 372-0729, PONY - AAS 321

SUBJECT:

Contract Insurance Approval

CONTRACTOR NAME:

Center for the Independence of the Disabled

DO THEY TRAVEL?:**PERCENT OF THE TIME:****NUMBER OF EMPLOYEES:****DUTIES (SPECIFIC):**

Contractor will provide minor home modification, home security and safety and assistive devices.

COVERAGE:

	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Motor Vehicle Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Professional Liability	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Worker's Compensation	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>

REMARKS/COMMENTS**SIGNATURE****DATE**

Priscilla Morse 12-18-01

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE

06/29/2001

PRODUCER

4

Medell/Nelson/Harbert
PO BOX 1295
SANTA CRUZ, CA 95061

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

Center Independence Disabled
875 O'Neill Avenue
Belmont, CA 94002

INSURER A: PHILADELPHIA INSURANCE CO

INSURER B: ROYAL TNS GRP

INSURER C:

INSURER D:

INSURER E:

CENT01

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
A	GENERAL LIABILITY	PHPK006588	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	PHPK006588	07/01/2001	07/01/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BND-CENT01-000000014730	07/01/2001	07/01/2002	WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER	PHPK006588	07/01/2001	07/01/2002	Fidelity 150000
	Fidelity Bond				

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

This certificate provided as proof of insurance only.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

San Mateo County
Community Services Department
Pat Lloyd
225 W. 37th Avenue
San Mateo, CA 94402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

SHP

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Center for the Independence of the Disabled
Contact Person: Kent Mickelson, Director
Address: 875 O'Neill Ave
Belmont, CA 94002
Phone Number: 595-0783 Fax Number: 595-0261

II Employees

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☐ 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)

- ☐ 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 14 day of Dec, 2001 at Belmont, CA
(City) (State)

Kent Mickelson

Signature

EXECUTIVE DIRECTOR

Title

KENT MICKELSON

Name (Please Print)

94-2581080

Contractor Tax Identification Number

AMENDMENT NUMBER 1 TO THE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 20____,
by and between the AREA AGENCY ON AGING OF THE COUNTY OF SAN MATEO,
(hereinafter called "AAA") and CITY OF DALY CITY (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 21, 2001, the parties hereto entered into agreement 64700
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by
Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and
clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original
Agreement is amended as follows:

1. Services to be Performed by Contractor

Additional services are added to Schedule B as described in Additions to
Schedule B attached.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the
services described in Schedule B, the amount that AAA shall be obligated to pay
for services under this Agreement shall not exceed ONE HUNDRED FIVE
THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS (\$105,666) for the
contract term.

NOW, THEREFORE, IT IS HEREBY AGREED BY the parties that:

1. These amendments are hereby incorporated and made a part of the Original
Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and

the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

CITY OF DALY CITY

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

By: Yl B _____

Date: _____

Date: NOVEMBER 26, 2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

ADDITIONS TO SCHEDULE B

CITY OF DALY CITY

DESCRIPTION OF SERVICES

Per the contractor's submission of a response to a Request for Proposals to provide services through the newly funded Family Caregiver Support Program under Title III E of the Older Americans Act as amended, this amendment awards funding and describes units of service to be provided for the contract period January 1, 2002 through June 30, 2002.

Funds shall be used to subsidize fees of family caregivers who are unable to pay the full cost of services.

FAMILY CAREGIVER SUPPORT PROGRAM

Contractor agrees to provide a minimum of thirty-six (36) Support Group meetings (one unit = one session) to fifty-two (52) unduplicated clients; Caregiver Training in eight (8) trainings of four (4) modules each for a total of thirty-two (32) units (one unit = one session) to a total of ten (10) unduplicated clients. This funding will be used to expand existing services to include the informal family caregiver as a client for services.

For the purpose of performance measures, units of service to be provided will be tracked as follows:

<u>Service</u>	<u>Units</u>
Caregiver Support Group	36
Caregiver Training	32

Contractor agrees to:

- a. Submit an updated budget including applicable program planning adjustments by May 31, 2002 for the new FY funding cycle beginning July 1, 2002.
- b. Submit client intake forms, monthly program reports, and invoices by the tenth (10th) of each month;
- c. Submit a closing report at the end of each fiscal year, by July 31, 2002 and July 31, 2003.

Contractor is responsible for covering the cost of all components of each program outlined here and shall be reimbursed monthly for actual expenditures on the approved budget for each program. Individual payments to Contractor shall not exceed the amount of Contractor's fidelity bond.

The maximum reimbursement for additional services provided under this Amendment shall not exceed NINETEEN THOUSAND SIX HUNDRED ONE DOLLARS (\$19,601).

The Maximum reimbursement of funds for the Original Agreement and this Amendment shall not exceed ONE HUNDRED FIVE THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS (\$105,666).

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Mary Robblee - 573-2667, FAX 573-2193, PONY - AAS 321

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

SUBJECT: Approval of Board Memo, Resolution and
Amendment Number 1:

City of Daly City
Coastside Adult Day Health Center
Legal Aid Society
Mills-Peninsula Senior Focus.

We have existing contracts with these providers under the current
RFP 2001-2005.

DATE SUBMITTED: 11/19/01

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

CONTRACT AMOUNT AND FUNDING SOURCE:

Funds for these contracts come from the California Department of Aging, Title III E of the Older
Americans Act as amended.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/14/01
DATE

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

Number of pages faxed

DATE: 5-8-01

TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163

FROM: Mary Robblee - 573-2667, FAX 372-0729, PONY - AAS 321

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: City of Daly City

DO THEY TRAVEL? : No

PERCENT OF THE TIME: N/A

NUMBER OF EMPLOYEES: 3

DUTIES (SPECIFIC): Contractor provides congregate nutrition.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	\$ <u>24m</u>	<u>✓</u>	<u> </u>	<u> </u>
Motor Vehicle Liability	\$ <u>24m</u>	<u>✓</u>	<u> </u>	<u> </u>
Professional Liability	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Worker's Compensation	<u>Statutory</u>	<u>✓</u>	<u> </u>	<u> </u>

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse

5-15-01

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
7/11/01

PRODUCER

ROBERT F. DRIVER COMPANY, INC.
P.O. Box 6450
Newport Beach, CA 92658-6450
Ph (949) 756-0271 / Fax (949) 756-2713
License No. 0C36861

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.

COMPANIES AFFORDING COVERAGE

INSURED

CITY OF DALY CITY
ATTN: MIKE WILSON
333 90TH STREET
DALY CITY, CA 94015

COMPANY LETTER	A	SPECIALTY NATIONAL INSURANCE COMPANY
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

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, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT.				EACH OCCURRENCE	
					FIRE DAMAGE (Any one fire)	
					MED. EXPENSE (Any one person)	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
A	EXCESS LIABILITY	3XZ120838-00	07/01/01	07/01/02	EACH OCCURRENCE	\$ 20,000,000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE *	\$ 20,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				SIR	\$ 100,000
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	
					DISEASE-POLICY LIMIT	
					DISEASE-EACH EMPLOYEE	
	OTHER					
	* PUBLIC OFFICIALS ERRORS AND OMISSIONS.					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

EVIDENCE OF INSURANCE. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
AGING & ADULT SERVICES DIVISION
225 WEST 37TH AVENUE
SAN MATEO, CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED 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

Li. Driver WXP



ROBERT F. DRIVER ASSOCIATES a Division of Robert F. Driver Co., Inc.
Founded on knowledge, integrity and service

ADVICE OF INSURANCE

EXCESS LIABILITY

2001 - 2002

INSURER: Specialty National Insurance Company

POLICY NUMBER: 3XZ120838-00

INSURED: CITY OF DALY CITY

TERM: July 1, 2001 to July 1, 2002

COVERAGE: Excess Municipal liability on Occurrence Basis including:

- Bodily Injury
- Personal Injury
- Property Damage
- Public Officials Errors & Omissions
- Unfair Employment Practices Liability
- Subsidence Liability

LIMITS OF LIABILITY: \$20,000,000 Per Occurrence

Annual Aggregate applies for Products/Completed Operations
Public Officials Errors & Omissions

**SELF-INSURED
RETENTION:** \$100,000 Per Occurrence

IMPORTANT NOTICE

Coverage outlined in this Advice of Insurance is subject to the terms, conditions and exclusions which are set forth in the policy. If there is an inaccuracy in the above description of the insurance required, please advise immediately.

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

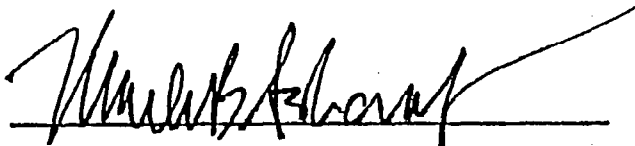
City of Daly City

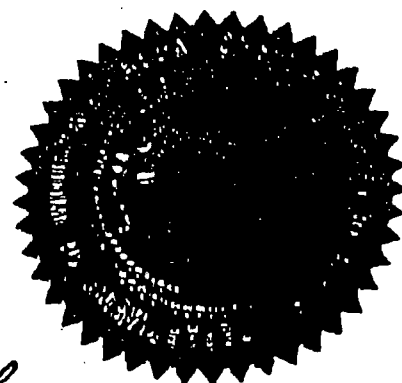

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE DATE: January 1, 2000

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


MANAGER, SELF-INSURANCE PLANS



DIRECTOR, DEPARTMENT OF INDUSTRIAL RELATIONS

Original Effective Date :

FORM A-4-10A (REV. 1/93)

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COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor: City of Daly City
Contact Person: Sue Horst, Daly City Parks and Recreation
Address: 111 Lake Merced Blvd.
Daly City, CA 94015
Phone: (650) 991-8014

II. Employees

Does the Contractor have employees? Yes
Does the Contractor provide benefits to spouses of employees? Yes

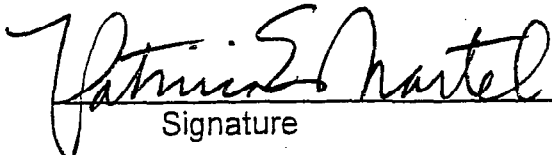
III. Equal Benefits Compliance

☒ The contractor does not currently comply.

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 consistent with the state law and local ordinances.

Executed this 11th day of July, 2001, at Daly City, California.


Signature

Patricia E. Martel
Name (print)

Assistant City Manager

Title

AMENDMENT NUMBER 1 TO THE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____,
by and between the AREA AGENCY ON AGING OF THE COUNTY OF SAN MATEO,
(hereinafter called "AAA") and COASTSIDE ADULT DAY HEALTH CENTER (hereinafter
called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 21, 2001, the parties hereto entered into agreement 64700
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by
Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and
clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original
Agreement is amended as follows:

1. Services to be Performed by Contractor

Additional services are added to Schedule B as described in Additions to
Schedule B attached.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the
services described in Schedule B, the amount that AAA shall be obligated to pay
for services under this Agreement shall not exceed ONE HUNDRED TEN
THOUSAND NINE HUNDRED NINE DOLLARS (\$110,909) for the contract
term.

NOW, THEREFORE, IT IS HEREBY AGREED BY the parties that:

1. These amendments are hereby incorporated and made a part of the Original
Agreement and subject to all provisions therein.

fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

COASTSIDE ADULT DAY
HEALTH CENTER

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

By: Janie Bono
Executive Director

Date: _____

Date: 11/20/01

ATTEST:

By: _____
Clerk of Said Board

Date: _____

ADDITIONS TO SCHEDULE B

COASTSIDE ADULT DAY HEALTH

DESCRIPTION OF SERVICES

Per the contractor's submission of a response to a Request for Proposals to provide services through the newly funded Family Caregiver Support Program under Title III E of the Older Americans Act as amended, this amendment awards funding and describes units of service to be provided for the contract period January 1, 2002 through June 30, 2002.

Funds shall be used to subsidize fees of family caregivers who are unable to pay the full cost of services.

FAMILY CAREGIVER SUPPORT PROGRAM

Contractor agrees to provide a minimum of three hundred ninety (390) days of Respite Day Care to clients qualifying for the Family Caregiver Support Program (unit = one day of Respite Day Care). A minimum of fifteen (15) unduplicated clients will be provided respite services under this program. Additionally, a minimum of thirty (30) units of counseling (unit = one hour) to fifteen (15) unduplicated clients; twelve (12) Support Group Sessions (unit = one session) to twenty (20) unduplicated clients; thirty (30) units of Case Management (unit = one hour) to fifteen (15) unduplicated clients, and twelve (12) units of Caregiver Training (unit = one hour of training) to six (6) unduplicated clients will be provided. This funding will be used to expand existing services to include the informal family caregiver as a client for services.

For the purpose of performance measures, units of service to be provided will be tracked as follows:

<u>Service</u>	<u>Units</u>
Respite Day Care	390
Counseling	30
Caregiver Support Group	12
Case Management	30
Caregiver Training	12

The maximum reimbursement for provision of these services shall not exceed NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$19,500).

Contractor agrees to:

- a. Submit an updated budget including applicable program planning adjustments by May 31, 2002 for the new FY funding cycle beginning July 1, 2002.
- b. Submit client intake forms, monthly program reports and invoices by the tenth (10th) of each month;
- c. Submit a closing report at the end of each fiscal year, by July 31, 2002 and July 31, 2003.
- d. Ensure that respite services may not be authorized for more than three (3) days of hourly or day care per client over a six-month period; overnight care is not to exceed ten (10) days per six-month period per client.

Contractor will also receive One-Time-Only funding to be used for program expansion, staff training, salaries, equipment and furniture, center van usage, upgrading the phone system, printing, advertising and outreach in an amount not to exceed TWENTY THOUSAND FIVE HUNDRED DOLLARS (\$20,500).

Contractor is responsible for covering the cost of all components of each program outlined here and shall be reimbursed monthly for actual expenditures on the approved budget for each program. Individual payments to Contractor shall not exceed the amount of Contractor's fidelity bond.

The maximum amount reimbursed for additional services provided under this Amendment shall not exceed FORTY THOUSAND DOLLARS (\$40,000).

The Maximum reimbursement of funds for the Original Agreement and this Amendment shall not exceed ONE HUNDRED TEN THOUSAND NINE HUNDRED NINE DOLLARS (\$110,909).

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Mary Robblee - 573-2667, FAX 573-2193, PONY - AAS 321

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

SUBJECT: Approval of Board Memo, Resolution and

Amendment Number 1:

City of Daly City
Coastside Adult Day Health Center
Legal Aid Society
Mills-Peninsula Senior Focus.

We have existing contracts with these providers under the current
RFP 2001-2005.

DATE SUBMITTED: 11/19/01

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

CONTRACT AMOUNT AND FUNDING SOURCE:

Funds for these contracts come from the California Department of Aging, Title III E of the Older
Americans Act as amended.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/14/01
DATE

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

Number of pages faxed _____

DATE: 5-8-01

TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163

FROM: Mary Robblee - 573-2667, FAX 372-0729, PONY - AAS 321

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Coastside Adult Day Health Center

DO THEY TRAVEL? : Yes

PERCENT OF THE TIME: 50%

NUMBER OF EMPLOYEES: 13

DUTIES (SPECIFIC): Contractor provides congregate nutrition, adult day health care, Alzheimer's adult day health care and transportation.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	\$1m	✓	_____	_____
Motor Vehicle Liability	\$1m	✓	_____	_____
Professional Liability	_____	_____	_____	_____
Worker's Compensation	\$1m	✓	_____	_____

REMARKS/COMMENTS

Need proof of workers' comp. coverage

SIGNATURE

DATE

Priscilla Morse 5-15-01

Vehicle	State	Member	INSURANCE ID CARD
1	CA	Coastside Opportunity Center, Inc.	

Policy Number	Effective Date	Expiration Date	
0059	07/01/2001	07/01/2002	
Year	Make	Model	Vehicle Identification Number
1997	Ford	Eldorado	06572

Company Issuing Card

NonProfits' United Vehicle Insurance Pool
1970 Broadway #1070
Oakland, CA 94612
1-800-442-4742

Insured

Coastside Opportunity Center, Inc.
99 Avenue Alhambra
El Granada CA 94018

We recommend that you make a copy of this card for your records before placing the original in your vehicle.

#02

Vehicle	State	Member	INSURANCE ID CARD
6	CA	Coastside Opportunity Center, Inc.	

Policy Number	Effective Date	Expiration Date	
0059	07/01/2001	07/01/2002	
Year	Make	Model	Vehicle Identification Number
1995	Collins	Diplomat	12886

Company Issuing Card

NonProfits' United Vehicle Insurance Pool
1970 Broadway #1070
Oakland, CA 94612
1-800-442-4742

Insured

Coastside Opportunity Center, Inc.
99 Avenue Alhambra
El Granada CA 94018

We recommend that you make a copy of this card for your records before placing the original in your vehicle.

#600

Vehicle	State	Member	INSURANCE ID CARD
3	CA	Coastside Opportunity Center, Inc.	

Policy Number	Effective Date	Expiration Date	
0059	07/01/2001	07/01/2002	
Year	Make	Model	Vehicle Identification Number
1993	Ford	Eldorado	49133

Company Issuing Card

NonProfits' United Vehicle Insurance Pool
1970 Broadway #1070
Oakland, CA 94612
1-800-442-4742

Insured

Coastside Opportunity Center, Inc.
99 Avenue Alhambra
El Granada CA 94018

We recommend that you make a copy of this card for your records before placing the original in your vehicle.

#500

PRODUCER :

501(c) Insurance Programs, Inc
280 Second Street, Suite 220
San Altos CA 94022
Phone: 800-442-4867 Fax: 800-449-8563

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

Coastside Adult Day Health
Center
Attn: Janie Bono
645 Correias St.
Half Moon Bay CA 94019

INSURER A: Wausau Insurance

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				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	RENEWAL OF 081100033225	07/01/01	07/01/02	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

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

CERTIFICATE HOLDER

N ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

County of San Mateo
Aging and Adult Services
Attn: Deborah Nolte
225 West 37th Ave.
San Mateo CA 94403

CTYSMAA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EX
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITING
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

Dennis Costa, CPCU

Dennis Costa

ACORD

CERTIFICATE OF LIABILITY INSURANCE

CSR JF
CADH002DATE (MM/DD/YY)
01/26/01

PRODUCER

501(c) Insurance Programs, Inc
280 Second Street, Suite 220
San Altos CA 94022

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.

COMPANIES AFFORDING COVERAGE

COMPANY
A Great American Insurance Co.

COMPANY
B

COMPANY
C

COMPANY
D

Phone No. 800-442-4867 Fax No. 800-449-8563

INSURED

Coastside Adult Day Health Ctr
Janie Bono
645 Correas St.
Half Moon Bay CA 94019

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PAC225505402	01/29/01	01/29/02	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Aging and Adult Services, the Board of Supervisors of the County of San
Mateo, their agents, employees and officers are named as Additional Insureds
as respects their interest in the operations of the named insured. Funding
Source.

CERTIFICATE HOLDER

AASBOSC

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED 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

Mark Hanson

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Coastside Adult Day Health Center
 Contact Person: Janis Bono
 Address: 645 Corcoran St.
Half Moon Bay, Ca 94019
 Phone Number: 650-726-5067 Fax Number 650-726-8743

II Employees

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☐ Yes ☒ No

made available
to spouses &
domestic partner
to buy into
them.

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

III Equal Benefits Compliance (Check One)

- ☒ 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 17 day of May 2001 at Half Moon Bay Ca
 (City) (State)

Janis Bono
 Signature
Exec. Dir.
 Title

Janis Bono
 Name (Please Print)
94-2935784
 Contractor Tax Identification Number

AMENDMENT NUMBER 1 TO THE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____,
by and between the AREA AGENCY ON AGING OF THE COUNTY OF SAN MATEO,
(hereinafter called "AAA") and LEGAL AID SOCIETY OF SAN MATEO COUNTY
(hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 21, 2001, the parties hereto entered into agreement 64700
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by
Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and
clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original
Agreement is amended as follows:

1. Services to be Performed by Contractor

Additional services are added to Schedule B as described in Additions to
Schedule B attached.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the
services described in Schedule B, the amount that AAA shall be obligated to pay
for services under this Agreement shall not exceed ONE HUNDRED EIGHTY-
NINE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$189,150) for the
contract term.

NOW, THEREFORE, IT IS HEREBY AGREED BY the parties that:

1. These amendments are hereby incorporated and made a part of the Original
Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.


3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

LEGAL AID SOCIETY OF SAN
MATEO COUNTY

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

By:  _____

Date: _____

Date: 12/18/01 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

ADDITIONS TO SCHEDULE B

LEGAL AID SOCIETY OF SAN MATEO COUNTY

DESCRIPTION OF SERVICES

Per the contractor's submission of a response to a Request for Proposals to provide services through the newly funded Family Caregiver Support Program under Title III E of the Older Americans Act as amended, this amendment awards funding and describes units of service to be provided for the contract period January 1, 2002 through June 30, 2002.

Funds shall be used to subsidize fees of family caregivers who are unable to pay the full cost of services.

FAMILY CAREGIVER SUPPORT PROGRAM

Contractor agrees to provide a minimum of Four Hundred Fifty (450) units of Legal Assistance (one unit = one hour) to a total of one hundred fifty (150) unduplicated clients. This funding will be used to expand existing services to include the informal family caregiver as a client for services.

For purposes of performance measures, units of service to be provide will be tracked as follows:

<u>Service</u>	<u>Units</u>
Legal Assistance	450

Contractor agrees to:

- a. Submit an updated budget including applicable program planning adjustments by May 31, 2002 for the new FY funding cycle beginning July 1, 2002.
- b. Submit client intake forms, monthly program reports, and invoices by the tenth (10th) of each month;
- c. Submit a closing report at the end of each fiscal year, by July 31, 2002 and July 31, 2003.
- d. Develop a video to be used for outreach and education to potential clients of family caregiver support services in addition to recruitment of pro bono attorneys to provide those services.

Contractor is responsible for covering the cost of all components of each program outlined here and shall be reimbursed monthly for actual expenditures on the approved budget for each program. Individual payments to Contractor shall not exceed the amount of Contractor's fidelity bond.

The maximum reimbursement for additional services provided under this Amendment shall not exceed THIRTY-SIX THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$36,855).

The Maximum reimbursement of funds for the Original Agreement and this Amendment shall not exceed ONE HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$189,150)

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Mary Robblee - 573-2667, FAX 573-2193, PONY - AAS 321

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

SUBJECT: Approval of Board Memo, Resolution and
Amendment Number 1:

City of Daly City
Coastside Adult Day Health Center
Legal Aid Society
Mills-Peninsula Senior Focus.

We have existing contracts with these providers under the current
RFP 2001-2005.

DATE SUBMITTED: 11/19/01

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

CONTRACT AMOUNT AND FUNDING SOURCE:

Funds for these contracts come from the California Department of Aging, Title III E of the Older
Americans Act as amended.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/14/01
DATE

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

Number of pages faxed _____

DATE: 5-8-01

TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163

FROM: Mary Robblee - 573-2667, FAX 372-0729, PONY - AAS 321

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Legal Aid Society

DO THEY TRAVEL? : Yes

PERCENT OF THE TIME: 5%

NUMBER OF EMPLOYEES: 5

DUTIES (SPECIFIC): Provides senior legal assistance.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	\$1m	✓		
Motor Vehicle Liability			✓	
Professional Liability	\$1m	✓		
Worker's Compensation	\$1m	✓		

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse

5-15-01

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/23/2001

PRODUCER JSW INSURANCE ASSOCIATES
7567 AMADOR VALLEY BLVD
SUITE 211
DUBLIN CA 94568
(925) 560-1560

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

Legal Aid Society of San Mateo
521 E. 5th Avenue
San Mateo CA 94402-1302

INSURER A: General Accident Insurance Co.
INSURER B: Everest National Insurance Co.
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
A	GENERAL LIABILITY	QAR 787737	9/1/2001	9/1/2002	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	QAR 787737	9/1/2001	9/1/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> Business Automobile				
	<input checked="" type="checkbox"/>				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	79720	6/8/2001	6/8/2002	WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

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

*except 10 days notice for nonpayment
Certificate holder is named an additional insured per form CG2026

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Legal Aid Society of San Mateo
Dept. of Health Services
Aging & Adult Services Div.
225 37th Avenue
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



CONFIRMATION OF COVERAGE

Named Insured: Legal Aid Society of San Mateo County
San Mateo, CA Policy Number: NLA190908153-01

Policy Period: 12:01 a.m. June 1, 2001 to 12:01 a.m. June 1, 2002

<u>LIMITS</u>	<u>DEDUCTIBLES</u>	<u>PREMIUM</u>
Lawyers Professional Liability: \$1,000,000 each claim and \$1,000,000 in the aggregate Retroactive Date: Full Prior Acts	\$0 Annual Aggregate (Does not apply to Defense Costs)	\$3,900.00
Management Liability Errors & Omissions Endorsement: \$1,000,000 each claim and \$1,000,000 in the aggregate Retroactive Date: Full Prior Acts	\$0.00 Annual Aggregate (Does not apply to Defense Cost)	\$1,560.00
Employment Practices Coverage Endorsement: \$50,000 each claim and \$150,000 in the aggregate Retroactive Date: Full Prior Acts	\$0.00 Annual Aggregate (Does not apply to Defense Cost)	\$780.00
Punitive Damages Endorsement:		No Coverage
Criminal Defense Endorsement:		No Coverage
Outside Practice of Law Endorsement: \$1,000,000 each claim and \$1,000,000 in the aggregate Retroactive Date: June 1, 1999	\$0 Annual Aggregate (Does not apply to Defense Cost)	\$390.00
Primary Pro Bono Endorsement:		No Coverage
Additional Insured(s):		No Coverage
	Total Premium:	\$6,630.00
	Taxes and Fees:	\$222.11
	Total:	\$6,852.11

Insurer: Columbia Casualty Insurance Company (a member company of the Continental Group of Companies). Since the NLADA Insurance Program is being offered on a non-admitted basis in your state, the following wording will appear on your policy:

1. The insurance policy that you have purchased is being issued by an insurance company that is not licensed by the state of California. These companies are called nonadmitted or surplus lines insurers.
2. The insurance company is not subject to the financial solvency regulation and enforcement which applies to California licensed companies.
3. The insurance company does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurance company becomes insolvent and is unable to make payments as promised.
4. For additional information about the insurance company you should ask questions of your insurance agent, broker, or surplus lines broker or you may contact the California Department of Insurance.

Conditions/Comments: None.

May 11, 2001 11.0

101506

ALL
OR

POLICY NUMBER: QAR 787737
Legal Aid Society of San Mateo

COMMERCIAL GENERAL LIABILITY
CG2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or organization:

County of San Mateo
Aging & Adult Services

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only to liability arising out of your operations or premises owned by or rented to you.

With respect to the insurance afforded the additional insured, paragraph 4 of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), is deleted and replaced by the following:

4. Other Insurance
 - a. This insurance is primary, and our obligations are not affected by any insurance carried by such additional insured whether primary, excess, contingent, or on any other basis.

This additional provision applies only to the person or organization shown in the Schedule.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: The Legal Aid Society of San Mateo County
Contact Person: Peter H. Reid
Address: 521 East Fifth Avenue
San Mateo, CA 94402
Phone Number: 650.558.0915 Fax Number: 650.558.0673

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)

- ☒ 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 26th day of June, 2001 at San Mateo, California
(City) (State)



Signature

Peter H. Reid

Name (Please Print)

Executive Director
Title

94-1451894

Contractor Tax Identification Number

AMENDMENT NUMBER 1 TO THE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____,
by and between the AREA AGENCY ON AGING OF THE COUNTY OF SAN MATEO,
(hereinafter called "AAA") and MILLS-PENINSULA SENIOR FOCUS, INC. (hereinafter called
"Contractor"),

W I T N E S S E T H:

WHEREAS, on August 21, 2001, the parties hereto entered into agreement 64700
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by
Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and
clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original
Agreement is amended as follows:

1. Services to be Performed by Contractor

Additional services are added to Schedule B as described in Additions to
Schedule B attached.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the
services described in Schedule B, the amount that AAA shall be obligated to pay
for services under this Agreement shall not exceed THREE HUNDRED FORTY-
THREE THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS
(\$343,623) for the contract term.

NOW, THEREFORE, IT IS HEREBY AGREED BY the parties that:

1. These amendments are hereby incorporated and made a part of the Original
Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.


3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

MILLS-PENINSULA SENIOR
FOCUS, INC.

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

By:  _____

Date: _____

Date: 12/16/01 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

ADDITIONS TO SCHEDULE B

MILLS PENINSULA SENIOR FOCUS

DESCRIPTION OF SERVICES

Per the contractor's submission of a response to a Request for Proposals to provide services through the newly funded Family Caregiver Support Program under Title III E of the Older Americans Act as amended, this amendment awards funding and describes units of service to be provided for the contract period January 1, 2002 through June 30, 2002.

Funds shall be used to subsidize fees of family caregivers who are unable to pay the full cost of services.

FAMILY CAREGIVER SUPPORT PROGRAM

THE WELLNESS CENTER

Through the Wellness Center, the contractor agrees to provide a minimum of forty (40) units of Caregiver Training to thirty (30) unduplicated clients (one unit = one hour); a minimum of thirty (30) units of Caregiver Support Group assistance to seventy-five (75) unduplicated clients (one unit = one hour meeting); and, a minimum of fifty (50) units of Counseling to twenty-five (25) unduplicated clients (one unit = one hour).

For the purpose of performance measures, units of service to be provided will be tracked as follows:

<u>Service</u>	<u>Units</u>
Caregiver Training	40
Caregiver Support Group	30
Counseling	50

The total reimbursement of funding to the Wellness Center for this program shall not exceed TWENTY THOUSAND THIRTY-FOUR DOLLARS (\$20,034).

ADULT DAY SERVICES

Through Adult Day Services, the contractor agrees to provide a minimum of: two hundred (200) units of Outreach (one unit = one contact) to one hundred twenty (120) unduplicated clients; twelve (12) units of Community Education (one unit = one hour); fifty-two (52) units of Comprehensive Assessments (one unit = one hour) to twenty-six (26) unduplicated clients; one hundred twenty-five (125) units of Case Management (one unit = one hour) to twenty-five (25) unduplicated clients; fifty-two (52) units of Counseling (one unit = one hour) to twenty-five (25) unduplicated clients; fifteen units (15) of Caregiver Support group assistance (one unit = one hour) to six (6) unduplicated clients; sixty-five (65) units of Caregiver Training (one unit = one

contact) to twenty (20) unduplicated clients; four hundred sixteen (416) units of Respite Day Health Care (one unit = one day) to eight (8) unduplicated clients; and three hundred twelve (312) units of Respite Day Care (one unit = one day) to four (4) unduplicated clients

This funding will be used to expand existing services to include the informal family caregiver as a client for services.

For the purposes of performance measures, units of service to be provided will be tracked as follows:

<u>Service</u>	<u>Units</u>
Outreach	200
Community Education	12
Comprehensive Assessment	52
Case Management	125
Counseling	52
Caregiver Support	15
Caregiver Training	65
Respite Day Health Care	416
Respite Day Care	312

The maximum amount of funding reimbursed for Adult Day Services shall not exceed SIXTY-ONE THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS (\$61,542).

Contractor agrees to:

- a. Submit an updated budget including applicable program planning adjustments by May 31, 2002 for the new FY funding cycle beginning July 1, 2002.
- b. Submit client intake forms, monthly program reports, and invoices by the tenth (10th) of each month;
- c. Submit a closing report at the end of each fiscal year, by July 31, 2002 and July 31, 2003.
- d. Ensure that respite services may not be authorized for more than three (3) days of hourly respite or 3 days of respite day care per client per week over a six-month period; overnight care is not to exceed ten (10) days per six-month period per client.

Contractor is responsible for covering the cost of all components of each program outlined here and shall be reimbursed monthly for actual expenditures on the approved budget for each program. Individual payments to Contractor shall not exceed the amount of Contractor's fidelity bond.

The maximum amount reimbursed for additional services provided under this Amendment shall

not exceed EIGHTY-ONE THOUSAND FIVE HUNDRED SEVENTY-SIX DOLLARS (\$81,576).

The Maximum reimbursement of funds for the Original Agreement and this Amendment shall not exceed THREE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS (\$343,623).

COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Mary Robblee - 573-2667, FAX 573-2193, PONY - AAS 321

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

SUBJECT: Approval of Board Memo, Resolution and

Amendment Number 1:

City of Daly City
Coastside Adult Day Health Center
Legal Aid Society
Mills-Peninsula Senior Focus.

We have existing contracts with these providers under the current
RFP 2001-2005.

DATE SUBMITTED: 11/19/01

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

CONTRACT AMOUNT AND FUNDING SOURCE:

Funds for these contracts come from the California Department of Aging, Title III E of the Older
Americans Act as amended.

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

APPROVED BY:


DEPUTY COUNTY COUNSEL

12/14/01
DATE

**COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM**

Number of pages faxed

DATE: 12/14/01
TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163
FROM: Mary Robblee - 573-2667, FAX 372-0729, PONY - AAS 321
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Mills-Peninsula Hospital

DO THEY TRAVEL?: No, use Redi-Wheels

PERCENT OF THE TIME: n/a

NUMBER OF EMPLOYEES: 27

DUTIES (SPECIFIC): Contractor provides caregiver training, caregiver support group, counseling, outreach, community education, comprehensive assessment, case management, respite day health and respite day care.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Motor Vehicle Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Professional Liability	<u>\$1m</u>	<u>✓</u>	<u> </u>	<u> </u>
Worker's Compensation	<u>statutory</u>	<u>✓</u>	<u> </u>	<u> </u>

REMARKS/COMMENTS

SIGNATURE

DATE

Priscilla Morse 12-18-01

07/31/01

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

A.J. Gallagher & Co/Comm Lines
 CA Lic# 0726293 (925)460-9900
 4301 Hacienda Dr. #300
 Pleasanton, 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, ALTER THE COVERAGE AFFORDED BY THE POLICIES BE.

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.

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

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

ert 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
 n: 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

Grosvenor Center, Manka 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, not withstanding 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)

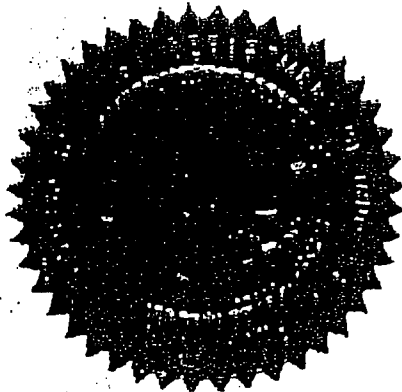
California 94-2663918

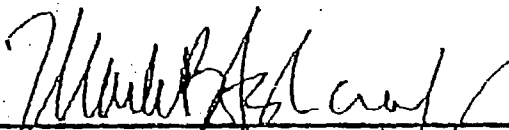
(State of Incorporation)

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

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor:

Contact Person:

Address:

Phone Number:

Fax Number:

MILLS Paving & Service Foud
Forest Maleski
1783 E. L. Camino
Beverly Hills, CA 94010
650-696-4274
650-696-4636

II Employees

Does the Contractor have any employees? ☒ Yes ☐ NoDoes the Contractor provide benefits to spouses of employees? ☒ 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)

- ☒ 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 6 st day of July, 2001 at

(State)

[Signature]
Signature

Asst. V.P.
Title

SAN MATEO
(City)

Forest Maleski
Name (Please Print)

94-2663918
Contractor Tax Identification Number