

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ALZHEIMER'S ASSOCIATION**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and
ALZHEIMER'S ASSOCIATION, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be provided by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County . . . that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWENTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$25,200).

4. Term . . .

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003 through June 30, 2005.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funding.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and based upon unavailability of Federal, State, or County funds, by written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignment and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be a single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses.

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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and 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. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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 30 days of such filing, provided that within such 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain and preserve all required records relating to this Agreement for four (4) years after the County makes final payment or until audit findings are resolved, whichever is greater.

Contractor agrees to provide upon reasonable notice from the County, a Federal grantor agency, or the State of California access to and the right to examine and/or audit all records and documents necessary to determine compliance and evaluate services performed relating to this Agreement.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Jacqueline Toliver, Financial Services Manager II
Aging and Adult Services Division
225 37th Avenue
San Mateo, CA 94403
In the case of Contractor, to:

Alzheimer's Association
William Fisher, Chief Executive Officer
2065 West El Camino Real, Suite C
Mountain View, CA 94040

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

COUNTY OF SAN MATEO

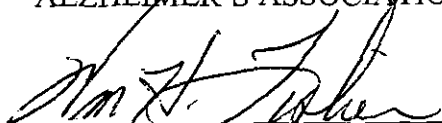
By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ALZHEIMER'S ASSOCIATION



Contractor's Signature

Date: 7-24-03

SCHEDULES A and B

ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA 2003-2005

DESCRIPTION OF SERVICES

During the contract period of July 1, 2003 through June 30, 2004, Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) programs(s): Access and Respite services through the Family Caregiver Support Program funded under Title III E of the Older Americans Act. Services described in this Schedule A/B reflect program performance requirements (units of service) and funding during fiscal year July 1, 2003 through June 30, 2004. This program shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

I. FAMILY CAREGIVER SUPPORT PROGRAM

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide eighteen (18) units of comprehensive assessments to eight (8) unduplicated clients; thirty-six (36) units of case management to eight (8) unduplicated clients; and twelve hundred (1,200) units of respite care services to eight (8) 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.

2. Unit Definitions

Comprehensive Assessment (Access): To collect information about a caregiver with multiple needs (social, environmental, physical or mental) and determine the necessary supportive or other appropriate services to meet those needs (requires a home visit).

Unit of Service: One (1) hour

Case Management (Access): To provide assistance either in the form of access or care coordination in circumstances where caregivers are experiencing diminished functioning capacities, personal conditions or other characteristics, which require the provision of services by formal service providers. Activities of case management include assessing needs, developing care plans, authorizing services, arranging services, coordinating the provision of services among providers, follow-up and reassessment, as required.

Unit of Service: One (1) hour

Respite Care Services (Respite): To provide temporary, substitute supports or living arrangements for a brief period of relief or rest for caregivers. It can be in the form of in-home respite, day care respite, or institutional respite for an overnight stay on an occasional or emergency basis (specify in-home, day care, or institutional).

Unit of Service: One (1) hour, One (1) day (four hours), or One (1) night (12 hours)

3. Program Requirements

Contractor agrees to:

- a. Provide this service in accordance with the guidelines set forth in the Family Caregiver Support Program Request for Proposals, the Title IIIIE Older Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County Aging and Adult Services.
- b. 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.

Part B: Program Total and Payment Method

Aging and Adult Services will pay the contractor in consideration of services rendered at the rate of one-twelfth per month of the total reimbursement for

The maximum OAA reimbursement for provision of the Family Caregiver Support Program for Access is TWO THOUSAND NINE HUNDRED DOLLARS (\$2,900) and for Respite services is NINE THOUSAND SEVEN HUNDRED DOLLARS (\$9,700). The total reimbursement for the Family Caregiver Support Program during the first year of the contract term (July 1, 2003 through June 30, 2004) shall not exceed TWELVE THOUSAND SIX HUNDRED DOLLARS (\$12,600).

Contractor is responsible for covering the cost of all components of each program outlined here above and shall be reimbursed for actual expenditures on the approved budget for each program.

A mid-year review, scheduled for January, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

In addition, Contractor agrees to submit:

- a. Client intake forms as appropriate, monthly program reports and invoices by the tenth (10th) of each month; and
- b. A closing report by July 31, 2004 and July 31, 2005.

The total maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Alzheimer's Association of Northern California during the contract term of July 1, 2003 through June 30, 2005 is TWENTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$25,200).

Schedule H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Sections 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required use or disclosure of Protected Health Information.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

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, Suite

Street Address or PO Box

Mountain View, CA

94040

City

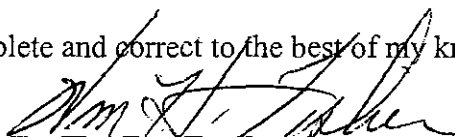
State

Zip Code

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

7-24-03

Date



Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

**OLDER AMERICANS ACT
SUMMARY OF CONTRACT AGREEMENT
JUNE 1, 2003 - JUNE 30, 2004**

CONTRACTOR: ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA

CONTACT PERSON: GORDON LAVIGNE, DEVELOPMENT DIRECTOR

PHONE: 962-8111, ext. 305

The following matrix details the proposed contract agreement for the coming year. Please note the units and program funding reflect the funding available during fiscal year 2003-04, while the total contract amount reflects the two-year term. If you have any questions about the information, please call Lori Sweeney at 573-2704.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNITS OF SERVICE/RATE	STATE & FEDERAL FUNDING	COUNTY/TRUST	TOTAL PROGRAM AMOUNT
Family Caregiver Support Program	8	Access	54	\$2,900	n/a	\$2,900
	8	Respite Care Services	1,200	\$9,700	n/a	\$9,700
						<u>\$12,600</u>
						\$12,600 (2003-04)
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)						\$25,200

*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Alzheimer's Association
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? X Yes ___ No
Does the Contractor provide benefits to spouses of employees? ___ Yes X No

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

III Equal Benefits Compliance (Check one)

- X Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
___ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
X 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 24 day of July, 2003 at Mountain View, CA (City) (State)

Signature of William H. Fisher
Title: Chief Executive Officer

Name (Please Print): William H. Fisher

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KL
ALZHE-1

DATE (MM/DD/YYYY)
02/20/03

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.	
INSURED Alzheimer's Association of Northern California 2065 W. El Camino Real, Ste. C Mountain View CA 94040		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Property & Casualty	
		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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional/Abus GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	660821X1842	12/23/02	12/23/03	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	660821X1842	12/23/02	12/23/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		Commercial Applica	660821X1842	12/23/02	12/23/03	
A		Property Section	660821X1842	12/23/02	12/23/03	

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

Additional insured to read: Aging and Adult Services, the Board of Supervisors of the County of San Mateo, the County and their agents, employees, and officers.

CERTIFICATE HOLDER

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

CANCELLATION

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

Ma G J

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SM ALZRE11 DATE (MM/DD/YYYY) 02/19/03

PRODUCER
 Chapman & Associates
 License #0522024
 P. O. Box 5455
 Pasadena CA 91117-0455
 Phone: 626-405-8031 Fax: 626-405-0585

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.

INSURED

 Alzheimer's Disease & Related Disorders, Northern California
 2063 W El Camino Real Ste 4C
 Mountain View CA 94040

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Alia North America Ins Co	
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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - CONPROP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ ACC \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC1002608	01/01/03	01/01/04	<table border="1"> <tr> <td>WC STAT-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - FA EMPLOYEE</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1000000</td> </tr> </table>	WC STAT-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1000000	E.L. DISEASE - FA EMPLOYEE	\$ 1000000	E.L. DISEASE - POLICY LIMIT	\$ 1000000
WC STAT-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$ 1000000												
E.L. DISEASE - FA EMPLOYEE	\$ 1000000												
E.L. DISEASE - POLICY LIMIT	\$ 1000000												

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

CERTIFICATE HOLDER

OFFICER

 Office Copy Certificate
 For Proof of Insurance Purpose
 only-void if altered

CANCELLATION
 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


**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
AVENIDAS**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AVENIDAS, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payment.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SEVEN THOUSAND TWENTY-EIGHT DOLLARS (\$7,028).

4. Term :: i Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003 through June 30, 2005.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of ~~30 days~~ (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such ... or subcontract without the ... 's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Workers' Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before the performance of the work of this Agreement.

(2) **Bodily Injury and Property Damage Liability Insurance.** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	Waived

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, the County of San Mateo 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.

10. Compliance with laws; payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and local laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and 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 disability 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. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to penalties under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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 30 days of such filing, provided that within such 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain and preserve all required records relating to this Agreement for four (4) years after the County makes final payment or all audit findings are resolved, whichever is greater.

Contractor agrees to provide upon reasonable notice from the County, a Federal grantor agency, or the State of California access to and the right to examine and/or audit all records and documents necessary to determine compliance and evaluate services performed relating to this Agreement.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Jacqueline Toliver, Financial Services Manager II
Aging and Adult Services Division
225 37th Avenue

San Mateo, CA 94403
In the case of Contractor, to:

Avenidas
Sarah Ward, Executive Assistant
450 Bryant Street
Palo Alto, CA 94301-1799

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

COUNTY OF SAN MATEO

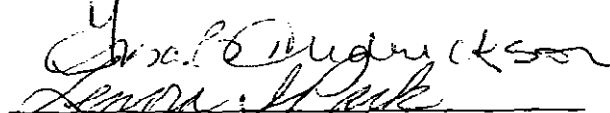
By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

AVENIDAS



Contractor's Signature

Date: July 23, 2003

SCHEDULES A and B

AVENIDAS 2003-2005

DESCRIPTION OF SERVICES

During the contract period, July 1, 2003 through June 30, 2004, Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): Adult Day Health Care Program. Services described in this Schedule A/B reflect program performance requirements (units of service) and funding during fiscal year July 1, 2003 through June 30, 2004. This program shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be utilized to subsidize the fees of seniors who are unable to pay the full cost of services.

I. ADULT DAY HEALTH CARE

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide eleven (11) unduplicated clients with one thousand (1,000) days of attendance.

2. Unit Definitions

To provide a day of attendance for an eligible client at a facility or center.
Unit of Service: One (1) day (four (4) hours minimum)

3. Program Requirements

Contractor agrees to:

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

Part B: Program Amount and Payment Method

Aging and Adult Services will pay the contractor in consideration of services rendered at the rate of THREE DOLLARS THIRTY CENTS (\$3.30) per day.

The total OAA reimbursement for Adult Day Health Care is THREE THOUSAND THREE HUNDRED DOLLARS (\$3,300). Additional funding of TWO HUNDRED FOURTEEN DOLLARS (\$214) is provided for general program support. The maximum reimbursement for provision of the Adult Day Health Care Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is THREE THOUSAND FIVE HUNDRED FOURTEEN DOLLARS (\$3,514).

Contractor is responsible for covering the cost of all components of ... above and shall be reimbursed for actual expenditures on the approved budget for each program.

A mid-year review, scheduled for January, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

In addition, Contractor agrees to submit:

- a. Client intake forms as appropriate, monthly program reports and invoices by the tenth (10th) of each month; and
- b. A closing report by July 31, 2004 and July 31, 2005.

The total maximum reimbursement for contracted services between San Mateo County Aging ... the contract term July 1, 2003 through June 30, 2005 is SEVEN THOUSAND TWENTY-EIGHT DOLLARS (\$7,028).

Schedule H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Sections 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set*. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Individual*. “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule*. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law*. “Required by law” shall have the same meaning as the term “required by law” in Section 164.501.
- f. *Secretary*. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Per...

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

...

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor ... destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protection Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule ...
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

(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.

Name of 504 Person - Type or Print

LENDRA PARIE

Name of Contractor(s) - Type or Print

701 E. MEADOW

Street Address or PO Box

PALO ALTO, CA

City

94303

State

Zip Code

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

7/31/03

Date

Chitra Gundraksa

Signature and Title of Authorized Official

President/CEO

*Exception: DHHS regulations state that:

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: LENORA PARIL
Contact Person: _____
Address: 701 E. MEADOW
PALO ALTO, CA 94301
Phone Number: 650-494-8018 Fax Number: 650-494-8055

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 23 day of July, 2003 at Palo Alto, CA.
(City) (State)

Gina M. Hanicks
Signature

LISA B. HENDRICKSON
Name (Please Print)

President + CEO
Title

**OLDER AMERICANS ACT
SUMMARY OF CONTRACT AGREEMENT
JULY 1, 2003-- JUNE 30, 2004**

CONTRACTOR: AVENIDAS

CONTACT PERSON: LENORA PARK, DIRECTOR

PHONE: 494-8018

The following matrix details the proposed contract agreement. Please note the units and program funding reflect the funding available during fiscal year 2003-04, while the total contract amount reflects the two-year term. If you have any questions about the information, please call Sandy Cohen at 573-2621.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNITS OF SERVICE/RATE	STATE & FEDERAL FUNDING	NSIP FUNDING \$.53	COUNTY/ TRUST	TOTAL PROGRAM AMOUNT (2003-04)
Adult Day Health	11	Days	1,000	\$3,300 @ \$3.30/day	n/a	\$214	\$3,514 \$3,514 (2003-04)
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)							\$7,028

*UNDUP: Unduplicated; n/a: Not Applicable

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2003

PRODUCER (650)934-0300 FAX (650)934-0495
Thoits Insurance
 CA License # 0243213
 444 Castro Street. Suite 200
 Mountain View, CA 94041-2017

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.

INSURED **Avenidas**
 450 Bryant Street
 Palo Alto, CA 94301

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property & Cas Ins	36161
INSURER B: Royal Surplus Lines Ins 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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	660426X5797-02	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Professional Liability	K2HM80L290	05/01/2003	05/01/2004	Limit: \$1,000,000 Deductible: \$25,000

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

CERTIFICATE HOLDER

City of San Mateo
 Mary Robblee
 225 37th Avenue
 San Mateo, CA 94403

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mindy Charbonneau *Mindy Charbonneau*

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2003

PRODUCER (650)934-0300 FAX (650)934-0495
Thoit's Insurance
 CA License # 0243213
 444 Castro Street. Suite 200
 Mountain View, CA 94041-2017

INSURED **Avenidas**
 450 Bryant Street
 Palo Alto, CA 94301

Attn: Sara 650-326-3048

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		NAIC #
INSURER A	Travelers P/C Group #702	0183
INSURER B	State Comp. Ins. Fund #716	205
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 ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	660426X5797-02	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CUP904Y5907-03	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$ 3,000,000				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	469-2794-03	07/01/2003	07/01/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> 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

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

RE: **Adult Day Care/Adult Day Health**
 The State of California and/or the Department of Aging and Adult Services are named as Additional Insured per attached form CG2026.
 10 Days Notice for Non-Payment of Premium.
 Certificate supersedes original 6/30/2003 cert.

CERTIFICATE HOLDER

CANCELLATION

San Mateo County Aging and Adult Services
 Attn: Marie Shanks
 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 ~~MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE
Mindy Charbonneau/TIS678 *Mindy Charbonneau*

San Mateo County Aging and Adult Services

Certificate issued to San Mateo County Aging and Adult Services
Thoits Insurance

07/11/2003

07/11/2003

POLICY NUMBER: 660426X5797-02 COMMERCIAL GENERAL LIABILITY

DATE ISSUED: 7/11/2003

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: The State of California and/or the Department of Aging and 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 with respect to liability arising out of your operations or premises owned by or rented to you.

CG 20 26 11 85 Copyright, Insurance Services Office, Inc., 1990

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD. CERTIFICATE OF LIABILITY INSURANCE

12/31/2003

DATE (MM/DD/YY)
12/23/2002

PRODUCER
 Lockton Companies
 444 W. 47th Street, Suite 900 CA Lic #0554101
 Kansas City MO 64112-1908
 (813) 960-9000

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
 039930 MV TRANSPORTATION, INC.
 ATTENTION: JULIE HARRIS
 380 CAMPUS LANE
 SUITE 201
 FAIRFIELD CA 94585

INSURER 1: SCOTTSDALE INDEMNITY COMPANY
INSURER 2: NATIONAL LIABILITY COMPANY
INSURER 3: CRUMPLER CALIFORNIA
INSURER 4: 505 N. BRAY RD. LVD. SUITE 250
INSURER 5: GLENDALE CA 91201-1906

COVERAGES TO

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY PERIOD	NOT APPLICABLE			EACH OCCURRENCE: XXXXXXXX FIRE DAMAGE (Any Occurrence): XXXXXXXX MED EXP (Any Occurrence): XXXXXXXX PERSONAL & ADJUTORY: XXXXXXXX GENERAL AGGREGATE: XXXXXXXX PRODUCTS - COMPOUND: XXXXXXXX

A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> 100,000 SIR	OPI000292	12/31/2002	12/31/2003	COMBINED SINGLE LIMIT (Per Occurrence): 1,000,000 BODILY INJURY (Per Person): XXXXXXXX BODILY INJURY (Per Accident): XXXXXXXX PROPERTY DAMAGE (Per Occurrence): XXXXXXXX
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------	------------	------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT: XXXXXXXX OTHER THAN AUTO ONLY: EA ACC: XXXXXXXX AGG: XXXXXXXX
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B EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CREDIBLE <input type="checkbox"/> UMBRELLA <input type="checkbox"/> RETENTION	XL0001738	12/31/2002	12/31/2003	EACH OCCURRENCE: 4,000,000 AGGREGATE: 4,000,000 XXXXXXXX XXXXXXXX
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NOT APPLICABLE			WC STATUTORY LIMITS: OTHER: E.L. EACH ACCIDENT: XXXXXXXX E.L. DISEASE - EA EMPLOYEE: XXXXXXXX E.L. DISEASE - POLICY LIMIT: XXXXXXXX
------------------------------------------------------	----------------	--	--	----------------------------------------------------------------------------------------------------------------------------------------------

A OTHER PHYSICAL DAMAGE	OP1000292	12/31/2002	12/31/2003	\$2,000,000 LIMIT PER LOCATION COMP/CLL DED: \$5,000
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DESCRIPTION OF OPERATION, LOCATION & VEHICLE(S) EXCLUDED: NONE ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INFORMATION	INSURER'S LETTERS	CANCELLATION
163572 AVENIDAS ATTENTION: SARAH WARD 450 BRYANT STREET PALO ALTO CA 94301			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:

ACORD 25-S (7/97)

©ACORD CORPORATION 1988

- AVENIDA'S VEHICLES -

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CATHOLIC CHARITIES OF THE ARCHDIOCESE OF SAN FRANCISCO**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and CATHOLIC
CHARITIES OF THE ARCHDIOCESE OF SAN FRANCISCO, INC., hereinafter called
"Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payment.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION ONE HUNDRED THIRTY THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$1,130,270).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003 through June 30, 2005.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance.** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability Waived

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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 is not in force or canceled, the County of San Mateo 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.

10. Contractor Compliance with Applicable Laws and Regulations.

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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and 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. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Anti-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Enforcement of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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 30 days of such filing, provided that within such 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain and preserve all required records relating to this Agreement for four (4) years after the County makes final payment or until audit findings are resolved, whichever is greater.

Contractor agrees to provide upon reasonable notice from the County, a Federal grantor agency, or the State of California access to and the right to examine and/or audit all records and documents necessary to determine compliance and evaluate services performed relating to this Agreement.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices.

Any notice, request, demand, or other communication permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Jacqueline Toliver, Financial Services Manager II
Aging and Adult Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Catholic Charities CYO
Mary Male Schembri, MSW
2255 Hayes Street, Fourth Floor
San Francisco, CA 94117

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CATHOLIC CHARITIES



Contractor's Signature

Date: 1-22-03

SCHEDULES A and B

CATHOLIC CHARITIES 2003-05

DESCRIPTION OF SERVICES

During the contract period, July 1, 2003 through June 30, 2004, Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Congregate Nutrition Program, Meals on Wheels and Supplemental Meals on Wheels Programs, an Assisted Transportation Program, and an Adult Day Care Program. Services described in this Schedule A/B reflect program performance requirements (units of service) and funding during fiscal year July 1, 2003 through June 30, 2004. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be utilized to subsidize the fees of seniors who are unable to pay the full cost of services.

I. CONGREGATE NUTRITION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide ninety-five (95) unduplicated clients with five thousand two hundred (5,200) senior congregate meals, one hundred (100) Nutrition Services Incentive Program (NSIP) only meals for non-senior volunteers and adults with disabilities, and four (4) nutrition education programs.

2. Meal

Meal: To provide a minimum of one-third of the current Recommended Dietary Allowance for adults.

Unit of Service: One (1) meal

Nutrition Education: To provide regularly scheduled educational programs on nutrition, diet and health promotion issues. Programs and materials are to be approved by a qualified dietician or nutritionist. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program clients.

Unit of Service: One (1) presentation

3. Program Requirements

Contractor agrees to:

- a. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging Title III Program Manual and current California Uniform Retail Food Facilities Law (CURFFL).

- b. Agrees to operate the program five (5) days of service each week, Monday through Friday.

Part B: Program Amount and Payment Method

Aging and Adult Services will pay the contractor in consideration of services rendered through combined Older Americans Act and NSIP funds the rate of THREE DOLLARS FIFTY-SIX CENTS (\$3.56) per senior meal and FIFTY-THREE CENTS (\$.53) per NSIP only meal.

The maximum combined OAA and NSIP reimbursement for the Congregate Nutrition Program is EIGHTEEN THOUSAND FIVE HUNDRED TWELVE DOLLARS (\$18,512). The maximum NSIP only reimbursement is FIFTY-THREE DOLLARS (\$53). Total maximum reimbursement for the Congregate Nutrition Program during the first year of the contact term (July 1, 2003 through June 30, 2004) is EIGHTEEN THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS (\$18,565).

II. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS

Part A: Scope of Work

1. Quantity of Service

Contractor agrees to provide eight hundred fifty (850) unduplicated senior clients with eighty-nine thousand (89,000) senior home delivered meals; twelve thousand (12,000) supplemental home delivered meals to non-senior clients; four (4) nutrition education presentations; and sixty-eight (68) units of nutrition counseling.

2. Unit Descriptions

Meal: To provide one-third of the current Recommended Dietary Allowance for adults.

Unit of Service: One (1) meal

Nutrition Education: To provide regularly scheduled educational presentations on nutrition, diet and health promotion issues. Materials for nutrition education presentations are to be approved by a qualified dietician or nutritionist. Handout materials may be used as the sole education component for home delivered meal program clients.

Unit of Service: One (1) presentation

Nutrition Counseling: To provide individual dietary evaluation and counseling performed by a dietitian or nutritionist who relates to normal or therapeutic nutritional needs. Nutrition counseling may be made either in person or by telephone.

Unit of Service: One (1) hour

3. Program Requirements

Contractor agrees to:

Catholic Charities – Schedule B

- a. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging Title III Program Manual, current California Uniform Retail Food Facilities Law (CURFFL), and policies and procedures as set forth in Meals on Wheels Policy (rev 11/96).
- b. Operate the program five (5) days of service each week, Monday through Friday. Weekend and extra meal service shall be provided in accordance with Meals on Wheels Policy.
- c. Provide nutrition counseling for clients of Meals on Wheels and Supplemental Meals on Wheels who require the service, who are referred by physicians order for special diets and who are determined by the Nutritional Screening Initiative to be at risk.
- d. Participate in Meals on Wheels Coalition meetings.

Part B: Program Amount and Payment Method

Aging and Adult Service will pay the contractor in consideration of services rendered the rate of FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$4.75) of combined Older Americans Act and NSIP funds per senior home delivered meal and FIVE DOLLARS AND SEVENTY-TWO CENTS (\$5.72) from the Meals on Wheels Trust per supplemental non-senior meal.

The maximum combined OAA and NSIP reimbursement for senior home delivered meals is FOUR HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$422,750). Additional funding of FIFTEEN THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$15,840) is provided for general program support. The total maximum reimbursement for senior home delivered meals (Meals on Wheels) during the first year of the contract term (July 1, 2003 through June 30, 2004) is FOUR HUNDRED THIRTY-EIGHT THOUSAND FIVE HUNDRED NINETY DOLLARS (\$438,590).

The maximum reimbursement for provision of non-senior home delivered meals is SIXTY-EIGHT THOUSAND SIX HUNDRED FORTY DOLLARS (\$68,640). Additional funding of TWO THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$2,730) is provided for general program support. The total maximum reimbursement for non-senior home delivered meals (Supplemental Meals on Wheels) during the first year of the contract term (July 1, 2003 through June 30, 2004) is SEVENTY-ONE THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$71,370).

Total reimbursement for Meals on Wheels and Supplemental Meals on Wheels during the first year of the contract term (July 1, 2003 through June 30, 2004) is FIVE HUNDRED NINE THOUSAND NINE HUNDRED SIXTY DOLLARS (\$509,960).

III. ASSISTED TRANSPORTATION

Part A: Scope of Work

Catholic Charities – Schedule B

1. Units of Service

Contractor agrees to provide sixty-eight (68) unduplicated clients with eight thousand five hundred (8,500) units.

2. Unit Definition

Units are defined based on the priority of the trip with high priority trips (day care) reimbursed as one-way trips and lower priority trips (shopping, medical, and Brown Bag) reimbursed as round-trips.

The program will take a client from one location (home, senior center facility, etc.) to another using agency owned/operated vehicle or paying for paratransit services.

Unit of Service: One (1) trip (one-way or round-trip)

Adult Day Assisted Transportation: To arrange and/or personally escort or assist an Adult Day or Adult Day Health Care client with transportation services to and from the day program. The need for client assistance may be necessary because of safety, security and/or personal health reasons.

Unit of Service: One (1) one-way trip

Shopping Assistance: To assist a client with access to banking or shopping needs by providing transportation.

Unit of Service: One (1) round-trip

Medical Trips: To assist a client who has exhausted all other transportation resources with a medical trip.

Unit of Service: One (1) round-trip

Brown Bag: To assist client with access to weekly Brown Bag food program using agency owned/operated vehicle.

Unit of Service: One (1) round-trip

3. Program Requirements

Contractor agrees to:

- a. Coordinate services with all other relevant transit, especially paratransit services available from Redi-Wheels and the Coastside Opportunity Center.
- b. Bill additional transportation services to the contract only if the client is allowed to pay a suggested contribution and will not be denied services if he/she is unable to pay.
- c. Provide transportation for clients of senior centers or adult day programs as the established priority. Agencies should provide additional shopping assistance, medical trips or Brown Bag transportation services only if there is a defined need and only if resources permit.

Part B: Program Amount and Payment Method

Aging and Adult Services will pay the contractor in consideration of services rendered at the rate of TWO DOLLARS (\$2.00) per trip.

The total OAA reimbursement for Assisted Transportation is SEVENTEEN THOUSAND DOLLARS (\$17,000). Additional funding of EIGHT HUNDRED DOLLARS (\$800) is provided for general program support. The total maximum reimbursement for Assisted Transportation services during the first year of the contract term (July 1, 2003 through June 30, 2004) is SEVENTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$17,800).

IV. ADULT DAY CARE PROGRAM

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide ninety-five (95) unduplicated clients with five thousand two hundred (5,200) days of attendance.

2. Unit Definitions

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

Unit of Service: One (1) day (four (4) hour minimum)

3. Program Requirements

Contractor agrees to:

Be licensed by the State of California and conform to State regulations.

Make arrangements for transporting clients to and from the site through the use of an agency owned and operated vehicle or by arrangement with another agency or through other means.

Offer a daily nutrition program.

Prepare an individual assessment with a care plan for clients and offer appropriate therapeutic programs based on licensing guidelines and social activities as well as other supportive services for clients and their caregivers.

Part B: Program Amount and Payment Method

Aging and Adult Services will pay the contractor in consideration of services rendered at the rate of THREE DOLLARS THIRTY CENTS (\$3.30) per day.

The maximum OAA reimbursement for Adult Day Care is SEVENTEEN THOUSAND ONE HUNDRED SIXTY DOLLARS (\$17,160). Additional funding of ONE

Catholic Charities – Schedule B

THOUSAND SIX HUNDRED FIFTY DOLLARS (\$1,650) is provided for general program support. The total maximum reimbursement for the Adult Day Care Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is EIGHTEEN THOUSAND EIGHT HUNDRED TEN DOLLARS (\$18,810).

Contractor is responsible for covering the cost of all components of each program outlined here above and shall be reimbursed for actual expenditures on the approved budget for each program.

A mid-year review, scheduled for January, will require a reconciliation of year-to-date
Based on these outcomes, a budget revision may be required.

In addition, Contractor agrees to submit:

- a. Client intake forms as appropriate, monthly program reports and invoices by the tenth (10th) of each month; and
- b. A closing report by July 31, 2004 and July 31, 2005.

The total maximum reimbursement for contracted services during the contract term July 1, 2003 through June 30, 2005 between San Mateo County Aging and Adult Services and Catholic Charities is ONE MILLION ONE HUNDRED THIRTY THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$1,130,270).

Schedule H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Sections 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "Protected Health Information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the Secretary, to the Secretary, as designated by the County or the Secretary, for purposes of the Secretary's review of County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of the Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

OLDER AMERICANS ACT
SUMMARY OF CONTRACT AGREEMENT
JULY 1, 2003 – JUNE 30, 2004

CONTRACTOR: CATHOLIC CHARITIES

CONTRACT PERSON: MARY SCHEMBRI, OPERATIONS DIRECTOR

PHONE: (415) 592-9236

The following matrix details the proposed contract agreement for the coming year. Please note the units and program funding reflect the funding available during fiscal year 2003-04, while the total contract amount reflects the two-year term. If you have any questions about the information (Congregate Nutrition, Adult Day Health Care, and Transportation) please call Sandy Cohen at 573-2621. For questions regarding Meals on Wheels, please call Lynda Witzel at 573-2205.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNITS OF SERVICE/RATE	STATE & FEDERAL FUNDING	NSIP FUNDING (\$.53)	COUNTY TRUST/ OTHER	TOTAL PROGRAM AMOUNT
Congregate Nutrition	95	Meals	5,200 @ \$3.56/meal	\$18,512,000	n/a	n/a	\$18,512
NSIP – Non Senior Volunteers Non Senior with Disabilities Senior Home Delivered Meals	n/a	Nutrition Education n/a	4 100 @ \$0.53/meal	n/a	\$53	n/a	\$53
	850	Meals	89,000 @ \$4.75/meal	\$422,750	n/a	\$15,840	\$438,590
		Nutrition Counsel Nutrition Education	68 4				

+Non-Senior Home Delivered Meals			Meals	12,000 @ \$5.72/meal		n/a	\$68,640 \$2,730	\$71,370
Assisted Transportation	68		Onetrip	8,500 @ \$2.00	\$17,000	n/a	\$800	\$17,800
Adult Day Care	95		Days	5,200 days @ \$3.30	\$17,160	n/a	\$1,650	<u>\$18,810</u> \$565,135 (2003-04)
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)								\$1,130,270

*UNDUP: Unduplicated; n/a: Not Applicable

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 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.

Mary Male Schembri
Name of 504 Person - Type or Print

Catholic Charities CYO
Name of Contractor(s) - Type or Print

2255 Hayes Street, 4th Floor
Street Address or PO Box

San Francisco, CA
City

94117
State Zip Code

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

7-22-03
Date

Mary Male Schembri - Operations Manager
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Catholic Charities CYO
Contact Person: Ashley Clay, Human Resources Director
Address: 2255 Hayes Street, 4th Floor
San Francisco, CA 94117
Phone Number: 415/592-9200 Fax Number: 415/592-9201

II Employees

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

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Executed this 31st day of July, 2003 at San Francisco, CA (City) (State)

Mary Male Schembri
Signature

MARY MALE SCHEMBRI
Name (Please Print)

Operations Manager
Title

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/03

PRODUCER Arthur J. Gallagher & Co. Ins. Brokers of CA Inc Lic.#0726293 One Market Spear Twr Ste 200 San Francisco, CA 94105	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	NAIC #
INSURED ROMAN CATHOLIC ARCHBISHOP SAN FRANCISCO ONE PETER YORKE WAY SAN FRANCISCO, CA 94109	INSURER A: THE ORDINARY MUTUAL	
	INSURER B: AMERICAN HOME ASSURANCE	
	INSURER C: FEDERAL INSURANCE CO.	
	INSURER D: LEXINGTON INSURANCE CO.	
	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 ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CGAL022003	07/01/03	07/01/04	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG				\$50,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CGAL022003	07/01/03	07/01/04	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	1241725	01/01/03	01/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	OTHER CRIME	81518390	07/01/03	07/01/04	\$250,000 DED. \$5,000
D	PROFESSIONAL LIAB	6791244	07/01/03	07/01/04	1MILL Occ 3MILL Agg

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

RE: Catholic Charities CYO, 2255 Hayes St., 4th Floor, San Francisco, CA 94117 as respects to San Carlos Adult Day Center - 787 Walnut St., San Carlos, CA 94070 Meals on Wheels - 36-37th Ave., San Mateo, CA 94403. Certificate Holder is Additional Insured.

CERTIFICATE HOLDER

County of San Mateo, Aging and Adult Services
 Attn: Marie Shank
 225 - 37th Avenue
 San Mateo, CA 94402

CANCELLATION

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

Desiree J. O'Connell

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CENTER FOR INDEPENDENCE OF THE DISABLED, INC.**

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

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWENTY-THREE THOUSAND DOLLARS (\$23,000).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003 through June 30, 2005.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Bodily Injury Insurance.** The 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/her while performing work covered by this Agreement from any and all damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	Waived

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, the County of San Mateo 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.

10. Compliance with laws; payment of Permits/Licenses.

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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and 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. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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 30 days of such filing, provided that within such 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain and preserve all required records relating to this Agreement for four (4) years after the County makes final payment or until : . . . findings are resolved, whichever is greater.

Contractor agrees to provide upon reasonable notice from the County, a Federal grantor agency, or the State of California access to and the right to examine and/or audit all records and documents necessary to determine compliance and evaluate services performed relating to this Agreement.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:
San Mateo County
Jacqueline Toliver, Financial Services Manager II
Aging and Adult Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Center for Independence of the Disabled, Inc.
Kent Mickelson, Executive Director
875 O'Neill Avenue
Belmont, CA 94002

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CENTER FOR INDEPENDENCE OF THE DISABLED, INC.

Kent Mickelson
Contractor's Signature

Date: 7.30.2003

SCHEDULES A and B

CENTER FOR INDEPENDENCE OF THE DISABLED 2003-2005

DESCRIPTION OF SERVICES

During the contract period, July 1, 2003 through June 30, 2004, Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): Supplemental Services through Family Caregiver Support Program. Services described in this Schedule A/B reflect program performance requirements (units of service) and funding during fiscal year July 1, 2003 through June 30, 2004. This program shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be utilized to subsidize the fees of seniors who are unable to pay the full cost of services.

I. FAMILY CAREGIVER SUPPORT PROGRAM

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide a minimum of fifteen (15) units of minor home modification to fifteen (15) unduplicated clients and a minimum of fifteen (15) units of home security and safety to fifteen (15) unduplicated clients.

2. Unit Definitions

Minor Home Modification: Minor modifications of homes that are necessary to facilitate the ability of caregivers to remain at home and that are not available under other programs.

Unit of Service: One (1) hour

Home Security and Safety: To provide services for the caregivers' security including safety screening of their home environment and the provision of safety features such as medical alert, grab bars, lock and deadbolts, smoke and burglar alarms, and emergency cash assistance for one-time payment of energy bills.

Unit of Service: One (1) hour

3. Contractor Responsibilities

Contractor agrees to:

- a. Submit an updated budget including applicable program planning adjustments by May 31, 2004 for the new FY funding cycle beginning July 1, 2004.
- b. Submit client intake forms as appropriate, monthly program reports and invoices by the tenth (10th) of each month.

Part B: Program Total and Payment Method

The total OAA reimbursement for Supplemental Services through the Family Caregiver Support Program during the first year of the contract term (July 1, 2003 through June 30, 2004) shall not exceed ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$11,500).

Contractor is responsible for covering the cost of all components of each program outlined in this agreement and shall be reimbursed monthly for actual expenditures on the approved budget for each program.

A mid-year review scheduled for January will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

In addition, Contractor agrees to submit:

- a. Client intake forms, monthly program reports and invoices by the tenth (10th) of each month; and
- b. A closing report by July 31, 2004 and July 31, 2005.

The total maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Center for Independence of the Disabled during the contract term July 1, 2003 through June 30, 2005 is TWENTY-THREE THOUSAND DOLLARS (\$23,000).

Schedule H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Sections 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has Protected Health Information in a Designated Record Set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make destruction infeasible. Upon mutual agreement of the Parties that return or destruction is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

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. () - fewer than 15 persons.

b. (x) 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.

RAY PITTSINGER

Name of 504 Person - Type or Print

CENTER FOR INDEPENDENCE
OF THE DISABLED

Name of Contractor(s) - Type or Print

875 O'NEILL AVE.

Street Address or PO Box

BELMONT

City

CA. 94002

State

Zip Code

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

7-30-2003

Date

Kent Michelena

Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

**OLDER AMERICANS ACT
SUMMARY OF CONTRACT AGREEMENT
JULY 1, 2003 – JUNE 30, 2004**

CONTRACTOR: CENTER FOR INDEPENDENCE OF THE DISABLED

CONTRACT PERSON: KENT MICHELSON

PHONE: 595-0783

The following matrix details the proposed contract agreement for the coming year. **Please note the units and program funding reflect the funding available during fiscal year 2003-04, while the total contract amount reflects the two-year term.** If you have any questions about the information, please call Lori Sweeney at 573-2704.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNITS OF SERVICE/RATE	STATE & FEDERAL FUNDING	NSIP FUNDING (\$53)	COUNTY/ TRUST	TOTAL PROGRAM AMOUNT
Family Caregiver Support Program	30	Supplemental Services	30	\$11,500	n/a	n/a	<u>\$11,500</u> \$11,500 (2003-04)
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)							\$23,000

*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: CENTER FOR INDEPENDENCE OF THE DISAB
Contact Person: KENT MICKELSON
Address: 875 O'NEILL AVE
BEMONT, CA, 94002
Phone Number: (650) 595-0783 Fax Number: (650) 595-0261

II Employees

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

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Executed this 30 day of JULY, 2003 at BEMONT, CA.
(City) (State)

Kent Mickelson Signature
KENT MICKELSON Name (Please Print)
EXECUTING DIRECTOR Title

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE

07/24/2003

PRODUCER
 1
 Bedell/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 for Independence
 of the Disabled
 875 O'Neill Avenue
 Belmont, CA 94002

INSURER A: PHILADELPHIA INSURANCE CO
 INSURER B: STATE COMPENSATION INSURANCE F
 INSURER C:
 INSURER D:
 INSURER E:

CENT01

COVERAGES

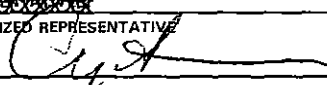
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK050226	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK050226	07/01/2003	07/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1639679-2003	07/01/2003	07/01/2004	WC STATUTORY LIMITS: OTH-ER: E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	OTHER	PHPK050226	07/01/2003	07/01/2004	PROFESSIONAL 1000000

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

THE COUNTY OF SAN MATEO, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS THE INSURED'S OPERATIONS.

CERTIFICATE HOLDER
 COUNTY OF SAN MATEO
 225 W. 37TH AVENUE
 SAN MATEO, CA 94403

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
 AUTHORIZED REPRESENTATIVE


**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF BELMONT**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF BELMONT, hereinafter called "City";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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

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

1. Exhibits.

Reference is made to the following exhibits attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FIFTY-THREE THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS (\$53,594).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003 through June 30, 2005.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignment of Agreement.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Bodily Injury and Property Damage Liability Insurance.** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- | | |
|---------------------------------------------|-------------|
| (a) Comprehensive General Liability | \$5,000,000 |
| (b) Motor Vehicle Liability Insurance | \$5,000,000 |
| (c) Professional Liability | Waived |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, the County of San Mateo 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.

10. Compliance with laws; payment of Permits/Licenses.

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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and 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. In the event of a conflict between the terms of this Agreement and State, Federal, County, or local law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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 30 days of such filing, provided that within such 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain and preserve all required records relating to this Agreement for four (4) years after the County makes final payment or until audit findings are resolved, whichever is greater.

Contractor agrees to provide upon reasonable notice from the County, a Federal grantor agency, or the State of California access to and the right to examine and/or audit all records and documents necessary to determine compliance and evaluate services performed relating to this Agreement.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Choice of 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.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:
San Mateo County
Jacqueline Toliver, Financial Services Manager II
Financial Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
City of Belmont
Cheri Handley, Recreation Supervisor
1070 Sixth Avenue
Belmont, CA 94002

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF BELMONT



Contractor's Signature

Date: July 29, 2003

SCHEDULES A and B

CITY OF BELMONT 2003-2005

DESCRIPTION OF SERVICES

During the contract period, July 1, 2003 through June 30, 2004, Contractor shall operate the following Older Americans Act (OAA) and/or Community Based Services (CBSP) program(s): a Congregate Nutrition Program and a Transportation Program. Services described in this Schedule A/B reflect program performance requirements (units of service) and funding during fiscal year July 1, 2003 through June 30, 2004. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

I. CONGREGATE NUTRITION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide one hundred ninety(190) unduplicated clients with six thousand four hundred (6,400) senior congregate meals, twenty-five (25) Nutrition Services Incentive Program (NSIP) only meals for non-senior volunteers and adults with disabilities, and four (4) nutrition education programs.

2. Unit Definitions

Meal: To provide a minimum of one-third of the current Recommended Dietary Allowance for adults.

Unit of Service: One (1) meal

Nutrition Education: To provide regularly scheduled educational programs on nutrition, diet and health promotion issues. Programs and materials are to be approved by a qualified dietician or nutritionist. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program clients.

Unit of Service: One (1) presentation

3. Program Requirements

Contractor agrees to:

- a. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging Title III Program Manual and current California Uniform Retail Food Facilities Law (CURFFL).
- b. Operate the program four (4) days of service each week, Monday through Thursday.

Part B: Program Amount and Payment Method

Aging and Adult Services will pay the contractor in consideration of services rendered under the Older Americans Act and NSIP funds, the rate of THREE DOLLARS AND FIFTY-SIX CENTS (\$3.56) per senior meal and FIFTY-THREE CENTS (\$.53) per NSIP only meal.

The maximum combined OAA and NSIP reimbursement for the Congregate Nutrition Program is TWENTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS (\$22,784). The maximum NSIP only reimbursement is THIRTEEN DOLLARS (\$13). Total maximum reimbursement for the Congregate Nutrition Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is TWENTY-TWO THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS (\$22,797).

II. TRANSPORTATION/ASSISTED TRANSPORTATION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide fifty (50) unduplicated clients with two thousand (2,000) units of transportation.

2. Definition of Unit of Service

Units are defined based on the priority of the trip, with high priority trips (day care) reimbursed as one-way trips and lower priority trips (shopping, medical, and Brown Bag), reimbursed as round-trips.

The program will take a client from one location (home, senior center facility, etc.) to another using agency owned/operated vehicle or paying for paratransit services.

Unit of Service: One (1) trip (one-way or round-trip)

The Adult Day Assisted Transportation program will arrange and/or personally escort or assist an Adult Day or Adult Day Health Care client with transportation services to and from the day program. The need for client assistance may be necessary because of safety, security and/or personal health reasons.

Unit of Service: One (1) one-way trip

Shopping Assistance: To assist a client with access to banking or shopping needs by providing transportation.

Unit of Service: One (1) round-trip

Medical Trips: To assist a client who has exhausted all other transportation resources with a medical trip.

Unit of Service: One (1) round-trip

Brown Bag: To assist client with access to weekly Brown Bag food program using agency owned/operated vehicle

Unit of Service: One (1) round-trip

3. Program Requirements

Contractor agrees to:

- a. Coordinate services with all other relevant transit, especially paratransit services available from Redi-Wheels and the Coastside Opportunity Center.
- b. Bill additional transportation services to the contract only if the client is allowed to pay a suggested contribution and will not be denied services if he/she is unable to pay.
- c. Provide transportation for clients of senior centers or adult day programs as the established priority. Agencies should provide additional shopping assistance, medical trips or Brown Bag transportation services only if there is a defined need and only if resources permit.

Part B: Program Amount and Payment Method

Aging and Adult Services will pay the contractor in consideration of services rendered at the rate of TWO DOLLARS (\$2.00) per unit.

The total OAA reimbursement for Transportation/Assisted Transportation during the first year of the contract term (July 1, 2003 through June 30, 2004) is FOUR THOUSAND DOLLARS (\$4,000).

Contractor is responsible for covering the cost of all components of each program outlined here above and shall be reimbursed for actual expenditures on the approved budget for each program.

A mid-year review, scheduled for January, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

In addition, Contractor agrees to submit:

- a. Client intake forms as appropriate, monthly program reports and invoices by the tenth (10th) of each month; and
- b. A closing report by July 31, 2004 and July 31, 2005.

The total maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and City of Belmont for the contract term July 1, 2003 through June 30, 2005 is FIFTY-THREE THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS (\$53,594).

Schedule H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Sections 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to make available to County Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would violate the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

(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.

Cheri Handley

Name of 504 Person - Type or Print

Belmont-Twin Pines Senior & Community Center 1225 Ralston

Name of Contractor(s) - Type or Print

Street Address or PO Box

Belmont

CA

94002

City

State

Zip Code

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

July 29, 2003
Date

Cheri Handley

Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

OLDER AMERICANS ACT
SUMMARY OF CONTRACT AGREEMENT
JULY 1, 2003 - JUNE 30, 2004

CONTRACTOR: CITY OF BELMONT TWIN PINES SENIOR CENTER

CONTRACT PERSON: CHERI HANDLEY, RECREATION SUPERVISOR

PHONE: 595-7444

The following matrix details the proposed contract agreement for the coming year. Please note the units and program funding reflect the funding available during fiscal year 2003-04, while the total contract amount reflects the two-year term. If you have any questions about the information, please call Sandy Cohen at 573-2621.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNITS OF SERVICE/RATE	STATE & FEDERAL FUNDING	NSIP FUNDING (\$53)	COUNTY TRUST/ OTHER	TOTAL PROGRAM AMOUNT	
Congregate Nutrition	190	Meals	6,400 @ \$3.56/meal	\$22,784	n/a	n/a	\$22,784	
NSIP- Non Senior Volunteers Non-Senior with Disabilities	n/a	Nutrition Education	4	n/a	\$13	n/a	\$13	
Transportation	50	Meals	25 @ \$.53/meal	\$4,000	n/a	n/a	\$4,000	
		One trip	2,000 @ \$2.00/trip				\$26,797 (2003-04)	
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)								\$53,594

*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Twin Pines Senior & Community Center
City of Belmont
Contact Person: Cheri Handley
Address: 1775 Ralston Avenue
Belmont CA 94002
Phone Number: 595-7444 Fax Number: 595-7419

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)

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

IV Declaration

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

Executed this 29 day of July, 2003 at Belmont CA
(City) (State)

Signature
Recreation Supervisor
Title

C. Handley
Name (Please Print)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
6/06/03

PRODUCER Acordia of California Ins Svcs 45 Fremont St., Suite 800 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.
INSURERS AFFORDING COVERAGE	
INSURED City of Belmont 1070 Sixth Avenue Belmont CA 94002	INSURER A: Royal Indemnity Ins. Co. INSURER B: Arch Specialty Insurance Co INSURER C: State Compensation Ins Fund INSURER D: INSURER E:


COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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	RHJ090457	8/01/02	8/01/03	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	SIR: \$100,000			FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$ 5000000
					PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY	RHJ090457	8/01/02	8/01/03	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 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 \$
A	EXCESS LIABILITY	65RUFPO2668200	8/01/02	8/01/03	EACH OCCURRENCE \$ 19000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 24000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1642718-02	7/31/02	7/31/03	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 1000000
					E.L. DISEASE - EA EMPLOYEE \$ 1000000
					E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

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

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS RESPECTS THE CONTRACT FOR THE SENIOR CITIZENS PROGRAM NUTRITION SITE, REFERRAL AND INFORMATION SERVICE BY THE CITY OF BELMONT

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Aging and Adult Services Attn: Mary Robblee 225 W. 37th Avenue San Mateo, CA 94430		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF DALY CITY**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF
DALY CITY hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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

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

1.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED ELEVEN THOUSAND SEVEN HUNDRED EIGHTY-SIX DOLLARS, (\$211,786).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003 through June 30, 2005

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Indemnification.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- | | |
|---------------------------------------------|-------------|
| (a) General Liability Insurance | \$5,000,000 |
| (b) Motor Vehicle Liability Insurance | \$5,000,000 |
| (c) Professional Liability | Waived |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, the County of San Mateo 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.

10. Compliance with laws; payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and local laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and 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. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of the Contractor;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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 30 days of such filing, provided that within such 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain and preserve all required records relating to this Agreement for four (4) years after the County makes final payment or until audit findings are resolved, whichever is greater.

Contractor agrees to provide upon reasonable notice from the County, a Federal grantor agency, or the State of California access to and the right to examine and/or audit all records and documents necessary to determine compliance and evaluate services performed relating to this Agreement.

13. Merger Clause.

This Agreement, together with the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices.

Any notice, communication, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:
San Mateo County
Jacqueline Toliver, Financial Services Manager II
Aging and Adult Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
City of Daly City
Sue Horst, Senior Services Supervisor
101 Lake Merced Boulevard
Daly City, CA 94015

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF DALY CITY

MIKE STALLINGS *Mike Stallings*
Contractor's Signature

Date: 7/23/03

SCHEDULES A and B

CITY OF DALY CITY 2003-2005

DESCRIPTION OF SERVICES

During the contract period, July 1, 2003 through June 30, 2004, Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Congregate Nutrition Program ... Caregiver Support Program. Services described in this Schedule A/B reflect program performance requirements (units of service) and funding during fiscal year July 1, 2003 through June 30, 2004. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

I. CONGREGATE NUTRITION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide four hundred forty (440) unduplicated clients with twenty-four thousand nine hundred (24,900) senior congregate meals, three thousand three hundred (3,300) Nutrition Services Incentive Program (NSIP) only meals for non-senior volunteers, adults with disabilities and Saturday service, and eight (8) nutrition education programs (four (4) at each of the two (2) sites).

2. Unit Definitions

Meals: To provide a minimum of one-third of the current Recommended Dietary Allowance for adults.

Unit of Service: One (1) meal

Nutrition Education: To provide regularly scheduled educational programs on nutrition, diet and health promotion issues. Programs and materials are to be approved by a qualified dietician or nutritionist. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program clients

Unit of Service: One (1) presentation

3. Standards of Practice

Contractor agrees to:

- a. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging Title III Program Manual and current California Uniform Retail Food Facilities Law (CURFFL).

- b. Operate the program five (5) days of service each week, Monday through Friday.

Part B: Program Amount and Payment Method

Aging and Adult Services will pay the contractor in consideration of services rendered through combined Older Americans Act and NSIP funds, the rate of THREE DOLLARS FIFTY-SIX CENTS (\$3.56) per senior meal, and FIFTY-THREE CENTS (\$.53) per NSIP only meals.

The maximum combined OAA and NSIP reimbursement for the Congregate Nutrition Program is EIGHTY-EIGHT THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS (\$88,644). The maximum NSIP only reimbursement is ONE THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS (\$1,749). The total maximum reimbursement for the Congregate Nutrition Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is NINETY THOUSAND THREE HUNDRED NINETY-THREE DOLLARS (\$90,393).

II. FAMILY CAREGIVER SUPPORT PROGRAM

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide a minimum of twenty-five (25) units of caregiver support group to forty-six (46) unduplicated clients and caregiver training in six (6) training series of four (4) modules each for a total of twenty-four (24) units to ten (10) unduplicated clients.

2. Unit Definitions

Caregiver Support Group: A group of three to twelve caregivers led by a competent facilitator, having the purpose of providing the caregivers with a forum to exchange "histories," information, encouragement, hope and support.

Unit of Service: One (1) hour meeting.

Caregiver Training: A workshop or one-on-one session to assist caregivers to develop the skills necessary to perform caregiving activities, including decision-making and problem-solving.

Unit of Service: One (1) contact

3. Program Requirements

Contractor agrees to:

- a. Use funds to subsidize fees of family caregivers who are unable to pay the full cost of services.

- b. Use funds to expand existing services to include the informal family caregiver as a client for services.

Part B: Program Amount and Payment Method

Aging and Adult Services will pay the contractor in consideration of services rendered at the rate of one-twelfth of the total reimbursement for this program per month.

The total maximum reimbursement during the first year of the contract term of (July 1, 2003 through June 30, 2004) for the Family Caregiver Support Program shall not exceed for a program total of FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500).

Contractor is responsible for covering the cost of all components of each program outlined here above and shall be reimbursed for actual expenditures on the approved budget for each program.

A mid-year review, scheduled for January, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

In addition, Contractor agrees to submit:

- a. Client intake forms as appropriate, monthly program reports and invoices by the tenth (10th) of each month; and
- b. A closing report by July 31, 2004 and July 31, 2005.

The total maximum reimbursement for contracted services during the period of July 1, 2003 through June 30, 2005 between San Mateo County Aging and Adult Services and City of Daly City is TWO HUNDRED ELEVEN THOUSAND SEVEN HUNDRED EIGHTY-SIX DOLLARS (\$211,786).

Schedule H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Sections 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Objections and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by County to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

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.

Name of 504 Person - Type or Print

CITY OF DALY CITY, PARKS AND RECREATION

111 Lake Merced Boulevard

Name of Contractor(s) - Type or Print

Street Address or PO Box

Daly City

CA

94015

City

State

Zip Code

I certify knowledge.

7/23/03

 SUE HORST, Senior Services Supervisor

Date

Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

**OLDER AMERICANS ACT
SUMMARY OF CONTRACT AGREEMENT
JULY 1, 2003 - JUNE 30, 2004**

CONTRACTOR: CITY OF DALY CITY - LINCOLN PARK AND DOELGER SITES
 CONTRACT PERSON: SUSAN HORST, SENIOR SERVICES SUPERVISOR

PHONE: 991-8014

The following matrix details the proposed contract agreement for the coming year. Please note the units and program funding reflect the funding available during fiscal year 2003-04, while the total contract amount reflects the two-year term. If you have any questions about the information (Congregate Nutrition), please call Lynda Witzel at 573-2205. If you have any questions about the Family Caregiver Support Program, please call Lori Sweeney at 573-2704.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNITS OF SERVICE/RATE	STATE & FEDERAL FUNDING	NSIP FUNDING (\$53)	COUNTY TRUST/ OTHER	TOTAL PROGRAM AMOUNT
Congregate Nutrition Lincoln Park	110	Meals	5,400 @ \$3.56/meal	\$19,224	n/a	n/a	\$19,224
Congregate Nutrition Doelger Center	330	Nutrition Education Meals	4 19,500 @ \$3.56/meal	n/a \$69,420	n/a n/a	n/a n/a	\$69,420
NSIP-Non Senior Volunteers Non-Senior with Disabilities	n/a	Nutrition Education Meals	4 3,300 @ \$53/mcal	n/a n/a	n/a \$1,749	n/a n/a	\$1,749
Family Caregiver Support Program	46	Caregiver Support	49	\$15,500	n/a	n/a	\$15,500
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)							
							\$105,893 (2003-04)
							\$211,786

*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: CITY OF DALY CITY
Contact Person: SUE HORST, CITY OF DALY CITY PARKS AND RECREATION
Address: 101 LAKE MERCED BLVD.
DALY CITY, CA 94015
Phone Number: (650) 991-8014 Fax Number: (650) 746-8360

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 23rd day of JULY, 2003 at DALY CITY, CA
(City) (State)




Signature

JOHN MARTIN

Name (Please Print)

CITY MANAGER

Title

				ISSUE DATE (MM/DD/YY) 08/07/03			
PRODUCER DRIVER ALLIANT INSURANCE SERVICES, 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.				
INSURED CITY OF DALY CITY ATTN: MIKE WILSON 333 80TH STREET DALY CITY, CA 94015			COMPANIES AFFORDING COVERAGE				
			COMPANY LETTER A GREAT LAKES UK				
			COMPANY LETTER B				
			COMPANY LETTER C				
			COMPANY LETTER D				
COMPANY LETTER E							
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		
A	GENERAL LIABILITY	01-LJK-RL-0000002-01	07/01/03	07/01/04	GENERAL AGGREGATE	\$ 10,000,000	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	EXCESS OF				PRODUCTS-COMP/OP AGG.	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	\$250,000 SIR				PERSONAL & ADV. INJURY	
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT.					EACH OCCURRENCE	\$ 10,000,000
		INCLUDING PUBLIC OFFICIALS ERRORS AND OMISSIONS			FIRE DAMAGE (Any one fire)		
						MED. EXPENSE (Any one person)	
A	AUTOMOBILE LIABILITY	01-LJK-RL-0000002-01	07/01/03	07/01/04	COMBINED SINGLE LIMIT	\$ 10,000,000	
	<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	
	<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS							
<input type="checkbox"/> GARAGE LIABILITY							
	EXCESS LIABILITY				EACH OCCURRENCE		
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				SIR		
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS		
					EACH ACCIDENT		
					DISEASE-POLICY LIMIT		
					DISEASE-EACH EMPLOYEE		
	OTHER				EMPLOYMENT PRACTICES LIABILITY SUBLIMIT:	\$ 5,000,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS COUNTY OF SAN MATEO AND ALL DEPARTMENTS AND SUBSIDIARY AGENCIES ARE INCLUDED AS ADDITIONAL INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF OPERATIONS AS DESCRIBED BY OR ON BEHALF OF THE NAMED INSURED AS RESPECTS ALL AGREEMENTS BETWEEN COUNTY OF SAN MATEO AND CITY OF DALY CITY FOR THE TERM JULY 1, 2003 TO JULY 1, 2004. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.							
COUNTY OF SAN MATEO AND ALL DEPARTMENTS AND SUBSIDIARY AGENCIES ATTN: RISK MANAGEMENT PRISCILLA MORSE, RISK MANAGER 455 COUNTY CENTER REDWOOD CITY, CA 94063-1683			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. SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.				
			AUTHORIZED REPRESENTATIVE 				

Aug-07-03 08:23pm From-DRIVER ALLIANT INS, C
 CERTIFICATE NO.

8487562713

T-827 P.04/04 F-447

CERT - WC-233

CERTIFICATE OF COVERAGE

8/7/03

CSAC Excess Insurance Authority
 C/O DRIVER ALLIANT INSURANCE SERVICES, INC.
 P.O. BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (949) 756-2713

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 BELOW.

COVERAGE AFFORDED BY: A - CSAC Excess Insurance Authority

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

Coverages
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS.


CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS
	OTHER				
	EXCESS W.C. & EMPLOYERS' LIABILITY	CPEIA-03-EWC-29	07/01/03	07/01/04	W.C.: \$50,000,000* EXCESS OF \$350,000 E.L.: \$10,000,000* EXCESS OF \$350,000

SUBLIMIT: \$10 MILLION PER OCC/ANNUAL AGG. AS RESPECTS TERRORIST ACTIVITY.
 * LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

AS RESPECTS ALL AGREEMENTS BETWEEN COUNTY OF SAN MATEO AND CITY OF DALY CITY FOR THE TERM OF JULY 1, 2003 TO JULY 1, 2004.

Certificate Holder
 COUNTY OF SAN MATEO AND ALL DEPARTMENTS AND SUBSIDIARY AGENCIES
 ATTN: RISK MANAGEMENT
 PRISCILLA MORSE, RISK MANAGER
 455 COUNTY CENTER
 REDWOOD CITY, CA 94063-1663

Cancellation
 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS 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

 CSAC - EXCESS INSURANCE AUTHORITY

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.

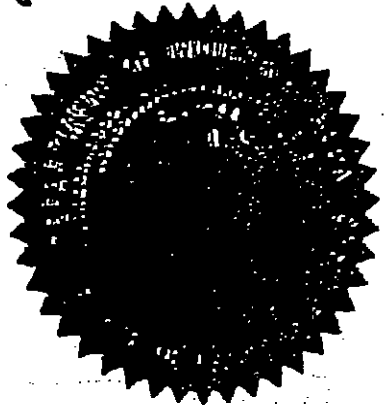
This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE DATE: January 1, 2000

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Maury Pelloni
MANAGER, SELF-INSURANCE PLANS

Stephen J. Smith
DIRECTOR, DEPARTMENT OF INDUSTRIAL RELATIONS



Original Effective Date:

FORM A-4-10A (REV. 1993)

REAYON b

A vertical strip of a form along the left edge, containing various fields and checkboxes. Some legible text includes 'THE MAN LEFT CITY', 'MS. HIS', 'DATE', and '1999'.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF MENLO PARK**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF MENLO PARK, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED FOUR THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS, (\$104,972).

4. Term.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003 through June 30, 2005.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funding.

The County may this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Indemnification.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignment and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such or subcontract the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance.** The Contractor shall ... the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability Waive

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, the County of San Mateo 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.

10. **Contractor's Responsibility for Performance of Work**

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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and 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. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$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 section, the County Manager shall have the authority to review Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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 30 days of such filing, provided that within such 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 . . . Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non- . . . requirements . . . by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain and preserve all required records relating to this Agreement for four (4) years after the County makes final payment or until audit findings are resolved, whichever is greater.

Contractor agrees to provide upon reasonable notice from the County, a Federal grantor agency, or the State of California access to and the right to examine and/or audit all records and documents necessary to determine compliance and evaluate services performed relating to this Agreement.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:
San Mateo County
Jacqueline Toliver, Financial Services Manager II
Aging and Adult Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

City of Menlo Park
Avidéh Yaghmai Samardar, Senior Center Director
701 Laurel Street
Menlo Park, CA 94025-3483

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

COUNTY OF SAN MATEO


By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF MENLO PARK


Contractor's Signature

Date: 7/23/03

SCHEDULES A and B

CITY OF MENLO PARK 2003-2005

DESCRIPTION OF SERVICES

During the contract period, July 1, 2003 through June 30, 2004, Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Congregate Nutrition Program and a Transportation Program. Services described in this Schedule A/B reflect program performance requirements (units of service) and funding during fiscal year July 1, 2003 through June 30, 2004. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

I. CONGREGATE NUTRITION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide three hundred fifty (350) unduplicated clients with ten thousand five hundred (10,500) senior congregate meals, two hundred (200) Nutrition Services Incentive Program (NSIP) only meals for non-senior volunteers with disabilities, and four (4) nutrition education programs.

2. Unit D.

Meals: To provide a minimum of one-third of the current Recommended Dietary Allowance for adults.

Unit of Service: One (1) meal

Nutrition Education: Regularly scheduled educational programs on nutrition, diet and health promotion issues. Programs and materials are to be approved by a qualified dietician or nutritionist. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program clients.

Unit of Service: One (1) presentation

3.

Contractor agrees to:

- a. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging Title III Program Manual and current California Uniform Retail Food Facilities Law (CURFFL).
- b. Operate the program five (5) days of service each week, Monday through Friday.

Part B: Program Amount and Payment Method

Aging and Adult Services will pay the contractor in consideration of services rendered through combined Older Americans Act and NSIP funds, the rate of THREE DOLLARS FIFTY-SIX CENTS (\$3.56) per senior meal and FIFTY-THREE CENTS (\$0.53) per NSIP only meal.

The maximum reimbursement for the Congregate Nutrition Program is THIRTY-SEVEN THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$37,380). The maximum NSIP only reimbursement is ONE HUNDRED SIX DOLLARS (\$106). Total maximum reimbursement for the Nutrition Congregate Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is THIRTY-SEVEN THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$37,486).

II. TRANSPORTATION/ASSISTED TRANSPORTATION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide seventy-five (75) unduplicated clients with seven thousand five hundred (7,500) units of transportation.

2. Unit Definitions

Units are defined based on the priority of the trip, with high priority trips (day care) reimbursed as one-way trips and lower priority trips (shopping, medical, and Brown Bag), reimbursed as round-trips.

The program will take a client from one location (home, senior center facility, etc.) to another using agency owned/operated vehicle or paying for paratransit services.

Unit of Service: One (1) trip (one-way or round-trip)

Adult Day Assisted Transportation: Will arrange and/or personally escort or assist an Adult Day or Adult Day Health Care client with transportation services to and from the day program. The need for client assistance may be necessary because of safety, security and/or personal health reasons.

Unit of Service: One (1) way-trip

Shopping Assistance: To assist a client with access to banking or shopping needs by providing transportation.

Unit of Service: One (1) round-trip

Medical Trips: To assist a client who has exhausted all other transportation resources with a medical trip.

Unit of Service: One (1) round-trip

Brown Bag: To assist client with access to weekly Brown Bag food program using agency owned/operated vehicle.

Unit of Service: One (1) round-trip

3. Program Requirements

Contractor agrees to:

- a. Coordinate services with all other relevant transit, especially paratransit services available from Redi-Wheels and the Coastside Opportunity Center.
- b. Bill additional transportation services to the contract only if the client is allowed to pay a suggested contribution and will not be denied services if he/she is unable to pay.
- c. Provide transportation for clients of senior centers or adult day programs as the established priority. Agencies should provide additional shopping assistance, medical trips or Brown Bag transportation services only if there is a defined need and only if resources permit.

Part B: Program Amount and Payment Method

Aging and Adult Services will pay the contractor in consideration of services rendered at the rate of TWO DOLLARS (\$2.00) per one-way trip.

The total OAA reimbursement for Transportation/Assisted Transportation during the first year of the contract term (July 1, 2003 through June 30, 2004) is FIFTEEN THOUSAND DOLLARS (\$15,000).

Contractor is responsible for covering the cost of all components of each program outlined here above and shall be reimbursed for actual expenditures on the approved budget for each program.

A mid-year review, scheduled for January, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

In addition, Contractor agrees to submit:

- a. Client intake forms, monthly program reports and invoices by the tenth (10th) of each month; and
- b. A closing report by July 31, 2004 and July 31, 2005.

The total maximum reimbursement for contracted services during the contract term July 1 2003 through June 30, 2005 between San Mateo County Aging and Adult Services and City of Menlo Park is ONE HUNDRED FOUR THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS (\$104,972).

Schedule H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Sections 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set*. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Observations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to result from a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to maintain and make available to County information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Privacy - Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, and Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

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. (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.

Glen Kramer
Name of 504 Person - Type or Print

City of Menlo Park
Name of Contractor(s) - Type or Print

701 Laurel Ave
Street Address or PO Box

Menlo Park
City

CA 94025
State Zip Code

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

7/23/2003
Date

[Signature] PERSONNEL DIRECTOR
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

**OLDER AMERICANS ACT
SUMMARY OF CONTRACT AGREEMENT
JULY 1, 2003 – JUNE 30, 2004**

CONTRACTOR: CITY OF MENLO PARK – MENLO PARK SENIOR CENTER

CONTRACT PERSON: AVIDEH YAGHMAI SAMARDAR
SENIOR SERVICES SUPERVISOR

PHONE: 856-7183

The following matrix details the proposed contract agreement for the coming year. Please note the units and program funding reflect the funding available during fiscal year 2003-04, while the total contract amount reflects the two-year term. If you have any questions about the information, please call Sandy Cohen at 573-2621.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNITS OF SERVICE/ SERVICE RATE	STATE & FEDERAL FUNDING	NSIP FUNDING (\$53)	COUNTY TRUST/ OTHER	TOTAL PROGRAM AMOUNT	
Congregate Nutrition	350	Meals	10,500 @ \$3.56/meal	\$37,380	n/a	n/a	\$37,380	
NSIP – Non Senior Volunteers No Seniors with Disabilities	n/a	Nutrition Education	4					
		Meals	200 @ \$.53/meal	n/a	\$106	n/a	\$106	
Transportation	75	One trip	7,500 @ \$2.00/trip	\$15,000	n/a	n/a	\$15,000	
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)								\$104,972
								\$52,486 (2003-04)
								\$15,000

*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: City of Menlo Park
Contact Person: Mr. Glen Kramer
Address: 701 Laurel Ave
Menlo Park CA 94025
Phone Number: (650) 330-6670 Fax Number:

II Employees

Does the Contractor have any employees? [checked] Yes [] No

Does the Contractor provide benefits to spouses of employees? [checked] Yes [] No

Full time or PT Benefited positions only.

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

III Equal Benefits Compliance (Check one)

- [checked] 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 23 day of July, 2003 at Menlo Park, CA (City) (State)

[Signature]
Signature

GLEN H. KRAMER
Name (Please Print)

PERSONNEL DIRECTOR
Title

Bay Cities Joint Powers Insurance Authority

1020 19th Street, Suite 200, Sacramento, CA 95814

(916) 491-1435 ~ Fax (916) 491-1436

LIABILITY CERTIFICATE OF COVERAGE ADDITIONAL COVERED PARTY

CERTIFICATE NUMBER: 2003 - 56

CERTIFICATE HOLDER: SAN MATEO COUNTY AGING & ADULT SACS/COMMISSION & PROVIDERS UNIT
ATTN:

225 WEST 37TH AVENUE
SAN MATEO, CA 94403

COVERED PARTY: CITY OF MENLO PARK

DESCRIPTION OF COVERED ACTIVITY:

AS RESPECTS TO FISCAL YEAR 07/0/02 TO 6/30/03 FUNDING OF THE SENIOR CENTER TRANSPORTATION AND NUTRITION PROGRAMS; AGING AND ADULT SERVICES, THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO, THE COUNTY AND THEIR AGENTS, EMPLOYEE AND OFFICERS ARE ADDITIONAL COVERED PARTIES WITH REGARD TO ANY NEGLIGENT ACTS OR OMISSIONS OF THE CITY OF MENLO PARK, ITS OFFICERS, OFFICIALS, EMPLOYEES, OR VOLUNTEERS.

MEMO POLICY NUMBER: BCJPIA 2003-1GL

EFFECTIVE DATE: 7/1/2003

LIMITS: \$1,000,000
(per occurrence)

EXPIRATION DATE: 6/30/2004

THE FOLLOWING COVERAGE IS IN EFFECT:

General and automobile liability as defined in the memorandum of coverage on file with the Covered Party named above.

This is to certify that the coverage listed above has been issued to the covered party 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 coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the memorandum of coverage of the Bay Cities Joint Powers Insurance Authority which is available for your review upon request.

Pursuant to Section (c) of the definition of "Covered Party" in the memorandum of coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

Coverage is in effect as stated above and will not be canceled, limited, or allowed to expire except upon 30-days written notice to the certificate holder.

Date Issued: 5/13/2003

Renewal: Yes

Excess Coverage Included: No

Risk Manager: Rob Kramer

THIS SHOULD BE FRAMED AND MUST BE CONSPICUOUSLY DISPLAYED

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

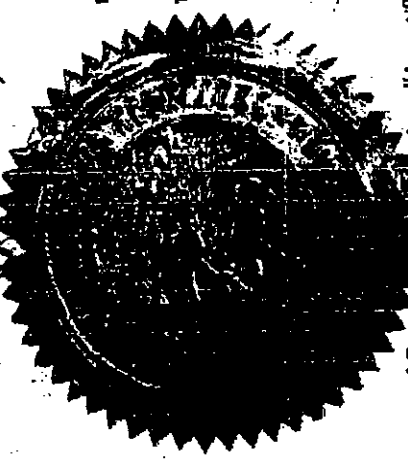
NUMBER P-0287

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That CITY OF MENLO PARK

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 shown.*



EFFECTIVE:

THE 1st DAY OF January 1979

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Arnold Neal

DIRECTOR

MANAGER

* Revocation of certificate.—A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.