

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

THIS AGREEMENT, entered into this _____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF
MILLBRAE, 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 _____ 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 TEN THOUSAND DOLLARS (\$10,000).

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 (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 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 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 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 required 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) Commercial 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 Insurance Requirements Pertains to Insurance

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 hereby rejected. 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 Millbrae
Mike Wride, Recreation Services Manager
621 Magnolia Avenue
Millbrae, CA 94030

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

COUNTY OF SAN MATEO

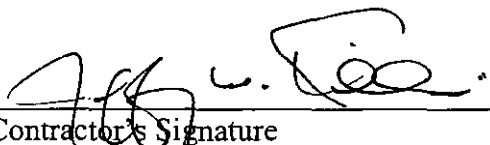
By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF MILLBRAE



Contractor's Signature

Date: 7/23/03

SCHEDULES A and B

CITY OF MILLBRAE 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) programs: 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. 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. TRANSPORTATION/ASSISTED TRANSPORTATION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide forty (40) unduplicated clients with the two thousand five hundred (2,500) units.

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 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) 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. Contractor agrees to:

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 FIVE THOUSAND DOLLARS (\$5,000).

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 reconciliation, to be completed by 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 City of Millbrae during the contract term July 1, 2003 through June 30, 2005 is TEN THOUSAND DOLLARS (\$10,000).

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.

Obligations and Activities of

- 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 prevent, to the extent practicable, 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 Contractor

- 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

- 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.

Jeff Killian

Name of 504 Person - Type or Print

City of Millbrae

Name of Contractor(s) - Type or Print

477 Lincoln Circle

Street Address or PO Box

Millbrae

City

CA

State

94030

Zip Code

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

7/23/03

Date

Jeff Killian

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 MILLBRAE: SENIOR CENTER

CONTRACT PERSON: MIKE WRIDE, RECREATION SERVICES SUPERVISOR

PHONE: 259-2364

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 Lynda Witzel at 573-2205.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNIT OF SERVICE/ RATE	STATE & FEDERAL FUNDING	NSIP FUNDING (\$53)	COUNTY TRUST/ OTHER	TOTAL PROGRAM AMOUNT
Transportation	40	One trip	2,500 @ \$2.00/trip	\$5,000	n/a	n/a	<u>\$5,000</u> \$5,000 (2003-04)
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)							\$10,000

*UNDUP: Unduplicated; REIMBR: Reimbursement; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: City of Millbrae
Contact Person: Jeff Killian
Address: 477 Lincoln Circle
Millbrae, CA 94030
Phone Number: 650 259-2334 Fax Number: _____

II Employees

Does the Contractor have any employees? X Yes ___ No

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

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Executed this 23rd day of July, 2003 at Millbrae, CA
(City) (State)

Jeffrey W. Killian
Signature

Jeffrey W. Killian
Name (Please Print)

Interim City Administrator
Title

ABAG PLAN Corporation
CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

JULY 21, 2003

BROKER: DRIVER RISK SERVICES
500 WASHINGTON STREET
SAN FRANCISCO, CA 94111-2933
415/546-9300
PROVIDER: ABAG PLAN CORPORATION
P. O. BOX 2050
OAKLAND, CA 94604-2050
510/464-7969
INSURED: CITY OF MILLBRAE

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

COMPANIES AFFORDING COVERAGE

COMPANY

A ABAG PLAN Corporation

COMPANY

B Ins. Co. Of The State of Pennsylvania

COMPANY

C Lexington Insurance Company

THIS IS TO CERTIFY THAT COVERAGE AGREEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMIT	EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	ABAG PLAN 2003/04	7/01/2003	07/01/2004	Combined Single Limit (CSL)	\$5,000,000	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM						
	<input checked="" type="checkbox"/> PRODUCT/COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> PREMISES / OPERATIONS						
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
A	AUTOMOBILE LIABILITY	ABAG PLAN 2003/04	7/01/2003	7/01/2004	Combined Single Limit (CSL)	\$5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						
	<input checked="" type="checkbox"/> ALL OWNED AUTO						
	<input checked="" type="checkbox"/> RENTAL / LEASE AUTO						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
B	Excess General & Auto Liability	4703-4494	7/01/2003	07/01/2004	CSL	\$5,000,000	
	Public Official's E&O				E & O	\$5,000,000	\$5,000,000
C	PROPERTY INSURANCE	RKM103900343	7/01/2003	7/01/2004	CSL	\$750,000,000 (per schedule)	
	<input checked="" type="checkbox"/> PROPERTY / ALL RISK				PROPERTY		
	<input checked="" type="checkbox"/> BOILER & MACHINERY				BOILER & MACH	\$50,000,000	

DESCRIPTION: General liability insurance includes Personal Injury and Public Officials' Errors and Omissions Liability. This Certificate is issued as proof of insurance to confirm the above-named Insured is an active member and in good standing with coverage as indicated above.

CERTIFICATE HOLDER
CITY OF MILLBRAE
621 MAGNOLIA AVENUE
MILLBRAE, CA 94203
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE PROVIDER/PROVIDER WILL ENDEAVOR TO MAIL 30-DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LAST. HOWEVER, FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.


MARCUS BEVERLY, Director of Risk Management
ABAG PLAN Corporation

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

THIS AGREEMENT, entered into this _____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF
PACIFICA, 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 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 THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS (\$200,518).

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 . . . 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) 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 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.

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. Governing 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 Pacifica
Mari Brumm-Merrill, Senior Services Supervisor
170 Santa Maria Avenue
Pacifica, CA 94044

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

COUNTY OF SAN MATEO

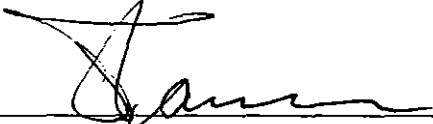
By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF PACIFICA



Contractor's Signature Joseph TADWAK
CITY MANAGER

Date: 7.30.03

SCHEDULES A and B

CITY OF PACIFICA 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, Meals on Wheels and Supplemental Meals Programs, 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 will 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 (400) unduplicated clients with ten thousand three hundred (10,300) 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. 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 five (5) days of service each week, Monday through

Friday.

Part B: Program Total 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 THIRTY-SIX THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS (\$36,668). The maximum NSIP only reimbursement is FIFTY-THREE DOLLARS (\$53). Total maximum reimbursement for the Congregate Nutrition Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is THIRTY-SIX THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS (\$36,721).

II. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS

Part A: Scope of Work

1. Unit of Service

Contractor agrees to provide eighty-five (85) unduplicated senior clients with eleven thousand (11,000) senior home delivered meals, four hundred (400) supplemental home delivered meals to non-senior meals clients, four (4) nutrition education presentations, and four (4) units of nutrition counseling.

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 presentations on nutrition, diet and health promotion issues. Materials for nutrition education must 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, which 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:

- 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. Meals on Wheels and Supplemental Meals on Wheels contract providers will provide nutrition counseling for clients who require the service, referred by physicians order for special diets and determined by the Nutritional Screening Initiative to be at risk.
- d. All Meals on Wheels and Supplemental Meals on Wheels contract providers must participate in Meals on Wheels Coalition meetings.

Part B: Program Total and Payment Method

The City of Pacifica 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 (Meals on Wheels) during the first year of the contract term (July 1, 2003 through June 30, 2004) is FIFTY-TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$52,250).

The maximum reimbursement for provision of non-senior home delivered meals (Supplemental Meals on Wheels) during the contract period July 1, 2003 through June 30, 2004 is TWO THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$2,288).

Total maximum reimbursement for Meals on Wheels and Supplemental Meals on Wheels during the contract period July 1, 2003 through June 30, 2004 is FIFTY-FOUR THOUSAND FIVE HUNDRED THIRTY-EIGHT DOLLARS (\$54,538).

III TRANSPORTATION/ASSISTED TRANSPORTATION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide fifty-five (55) unduplicated clients with four thousand five hundred (4,500) units of transportation.

2. Unit Definitions

City of Pacifica – Schedule B

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)

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 Total 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 Transportation/Assisted Transportation during the first year of the contract term (July 1, 2003 through June 30, 2004) is NINE

City of Pacifica – Schedule B

THOUSAND DOLLARS (\$9,000).

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 Pacifica during the contract term July 1, 2003 to July 31, 2005 is TWO HUNDRED THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS (\$200,518).

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.

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 45 Code of Federal Regulations 164.501.
- 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, shall be bound by the same terms 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.

... - - - - 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 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. *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.

... 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.

MARI Brumm-Marelli

Name of 504 Person - Type or Print

CITY OF PACIFICA

Name of Contractor(s) - Type or Print

170 SANTA MARIA

Street Address or PO Box

PACIFICA

City

CA

State

94044

Zip Code

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

7-30-03

Date

MB Marelli

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 PACIFICA: SENIOR CENTER

CONTRACT PERSON: MARI BRUMM-MERRILL, SENIOR SERVICES SUPERVISOR

PHONE: 738-7352

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 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	400	Meals	10,300 @ \$3.56/meal 4	\$36,668	n/a	n/a	\$36,668
NSIP – Non Senior Volunteers Non Senior with Disabilities	n/a	Nutrition Education Meals	100 @ \$.53/meal	n/a	\$53.00	n/a	\$53
Home Delivered Seniors	85	Meals	11,000 @ \$4.75/meal 4	\$52,250	n/a	n/a	\$52,250
Non-Senior Home Delivered Meals	n/a	Nutrition Education Nutrition Counsel Meals	400 @ \$5.72/meal 4	n/a	n/a	\$2,288	\$2,288
Transportation	55	One trip	4,500 @ \$2.00/trip	\$9,000	n/a	n/a	\$9,000
							\$100,259 (2003-04)
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)							\$200,518

*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: CITY OF PACIFICA
Contact Person: MARI BRUNN - MERRILL
Address: 170 SANTA MARIA
PACIFICA, CA 94044
Phone Number: 650 738-7352 Fax Number: 650 738-0564

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

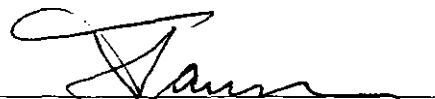
III Equal Benefits Compliance (Check one)

- ☒ 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 30 day of July, 2003 at PACIFICA, CA
(City) (State)


Signature

JOSEPH TANNER
Name (Please Print)

CITY MANAGER
Title

JUNE 28, 2002

CERTIFICATE OF INSURANCE

BROKER: DRIVER RISK SERVICES
500 WASHINGTON STREET
SAN FRANCISCO, CA 94111-2933
415/546-9300

PROVIDER: ABAG PLAN CORPORATION
P. O. BOX 2050
OAKLAND, CA 94604-2050
510/464-7969

INSURED: CITY OF PACIFICA
170 SANTA MARIA AVE.
PACIFICA, CA 94044

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

COMPANIES AFFORDING COVERAGE

COMPANY

A ABAG PLAN Corporation

COMPANY

B Ins. Co. Of The State of Pennsylvania

COMPANY

C Driver PEPPI Program

THIS IS TO CERTIFY THAT COVERAGE AGREEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMIT		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	ABAG PLAN 2002/03	7/01/2003	07/01/2004	Combined Single Limit (CSL)	\$5,000,000	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM						
	<input checked="" type="checkbox"/> PRODUCT/ COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> PREMISES / OPERATIONS						
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
A	AUTOMOBILE LIABILITY	ABAG PLAN 2003/04	7/01/2003	6/30/2004	Combined Single Limit (CSL)	\$5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						
	<input checked="" type="checkbox"/> ALL OWNED AUTO						
	<input checked="" type="checkbox"/> RENTAL / LEASE AUTO						
	<input checked="" type="checkbox"/> NON- OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
B	Excess General & Auto Liability	TBD	7/01/2003	07/01/2004	CSL	\$5,000,000	
	Public Official's E&O						
C	PROPERTY INSURANCE				PROPERTY BOILER & MACH	\$50,000,000	
	<input checked="" type="checkbox"/> PROPERTY / ALL RISK						
	<input checked="" type="checkbox"/> BOILER & MACHINERY						

DESCRIPTION: General liability insurance includes Public Officials' Errors and Omissions. This Certificate is issued as Proof of Insurance with Regard to confirming that the above-named Insured is an active member and in good standing with coverage as indicated above.

CERTIFICATE HOLDER
San Mateo County Adult & Aging Services


225- 37th Avenue
 San Mateo, Ca 94403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE PROVIDER/PROVIDEE WILL ENDEAVOR TO MAIL 30-DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. HOWEVER, FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.


MARCUS BEVERLY, Risk Manager
ABAG PLAN Corporation

ASSOCIATION OF BAY AREA GOVERNMENTS

 **ABAG PLAN** Corporation
P.O. Box 2050
Oakland, California 94604-2050
(510) 464-7969

ADDITIONAL COVERED ENTITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CONTRACT

Please read it carefully!

Endorsement Effective: July 1, 2003 through June 30, 2004

Providee: City of Pacifica

Additional Covered Entity: San Mateo County Adult & Aging Services

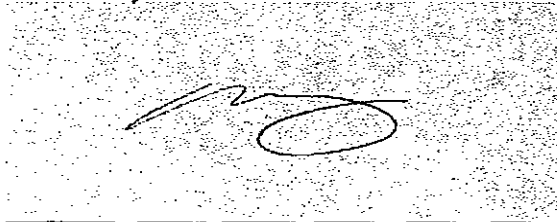
Description of Operation: It is hereby understood and agreed that the above-named Additional Covered Entity are hereby named as additional covered entities to the Providee's General Liability policy with respect to:

Senior services at Pacifica Community Center, 540 Crespi Drive, Pacifica, CA 94044

COVERAGE PROVIDED

**Bodily Injury & Property Damage
Automobile Liability
Public Officials Errors & Omissions**

The contract is amended to include coverage for the Additional Covered Entity with respect to liability for activities of the Providee or for activities performed by the Additional Covered Entity for such Providee or on its behalf, but only to the extent of liability of Providee.



Authorized Signature: _____

Marcus Beverly, Risk Manager
 **ABAG PLAN** Corporation

Date: 06/05/2003

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7174

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

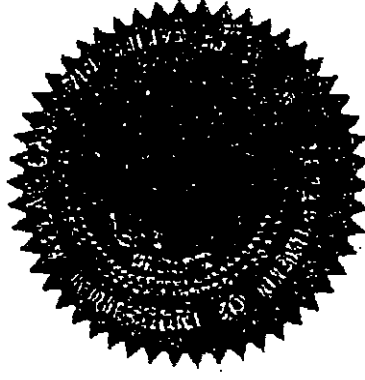
CITY OF PACIFICA

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 March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



Ryan W. Cady
DIRECTOR

Mark B. Adams
MANAGER, SELF-INSURANCE PLANS

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

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

W I T N E S S E T H:

WHEREAS, pursuant to California 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. 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 SIXTY-EIGHT THOUSAND SIX HUNDRED
TWELVE DOLLARS (\$168,612).

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 addition, 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 for the work/services required by the Agreement.

5. Termination 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 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 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. **Completion of Project and Payment of Project Expenses**

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, - . . . 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 : 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 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 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. of 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 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. Governing 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

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

In the case of Contractor, to:
City of San Bruno
Steven Rogers, Assistant City Manager
567 El Camino Real
San Bruno, CA 94066-4299

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

COUNTY OF SAN MATEO

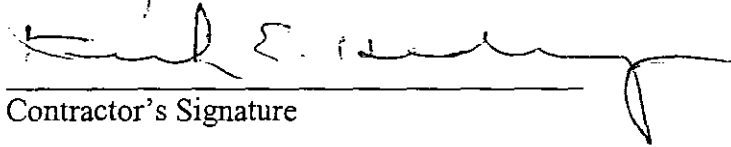
By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF SAN BRUNO



Contractor's Signature

Date: 8-12-03

APPROVED AS TO FORM:

CITY ATTORNEY

SCHEDULES A and B

CITY OF SAN BRUNO 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.

I. CONGREGATE NUTRITION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide six hundred (600) unduplicated clients with twenty thousand (20,000) senior congregate meals, two hundred (200) 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 (CURFLL).
- 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 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 SEVENTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$71,200). The maximum NSIP only reimbursement is ONE HUNDRED SIX DOLLARS (\$106). Total maximum reimbursement for the Congregate Nutrition Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is SEVENTY-ONE THOUSAND THREE HUNDRED SIX DOLLARS (\$71,306).

II. TRANSPORTATION/ASSISTED TRANSPORTATION

Part A: Scope of Work

1. Scope of Work

Contractor agrees to provide ninety (90) unduplicated clients with six thousand five hundred (6,500) 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) 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 Responsibilities**

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 Transportation/Assisted Transportation during the first year of the contract term (July 1, 2003 through June 30, 2004) is THIRTEEN THOUSAND DOLLARS (\$13,000).

Contractor is responsible for all program expenses not specifically listed 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 between San Mateo County Aging and Adult Services and City of San Bruno during the contract term of July 1, 2003 through June 30, 2005 is ONE HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED TWELVE DOLLARS (\$168,612).

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 use or disclosure 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 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 :

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.

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

- 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 its 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.

SCOTT T MUNN

504 Person - Type or Print

CITY OF SAN BRUNO

Name of Contractor(s) - Type or Print

567 EL CAMINO REAL

Street Address or PO Box

SAN BRUNO

City

CA

State

94066

Zip Code

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

07/30/03

Date

Scott Munn Public Works Dir

Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

APPROVED AS TO FORM:
Janet Thompson
CITY ATTORNEY

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

CONTRACTOR: CITY OF SAN BRUNO - SENIOR CENTER

CONTRACT PERSON: WENDY MINES, DIRECTOR

PHONE: 877-0731

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 Lynda Witzel 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	600	Meals	20,000 @ \$3.56/meal	\$71,200	n/a	n/a	\$71,200
NSIP - Non Senior Volunteers	n/a	Nutrition Education	4	n/a	\$106	n/a	\$106
Non Senior with Disabilities	90	Meals	200 @ \$.53/meal	\$13,000	n/a	n/a	\$13,000
Transportation	90	One trip	6,500 @ \$2.00/trip	\$84,306 (2003-04)	n/a	n/a	\$84,306 (2003-04)
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)							\$168,612

*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: City of San Bruno
Contact Person: Wendy Mines
Address: 1555 Crystal Springs Road
San Bruno, CA 94066
Phone Number: 650-616-7151 Fax Number: 650-589-8219

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 30 day of July, 2003 at San Bruno, CA.
(City) (State)

Ann Ritzma
Signature

Ann RITZMA
Name (Please Print)

HUMAN RESOURCES MANAGER
Title



CITY OF SAN BRUNO

Steve Rogers
Assistant City Manager

CITY MANAGER

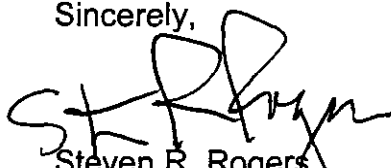
July 29, 2003

County of San Mateo
Aging & Adult Services
Attn. Marie Shanks
225 - 37th Avenue
San Mateo, CA 94403

To Whom It May Concern:

The City of San Bruno is self insured for Workers' Compensation by permission of the State of California as authorized by Certificate Number P-0244.

Sincerely,



Steven R. Rogers
Assistant City Manager

v
Enclosure

ABAG PLAN Corporation
CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

7/29/2003

BROKER: DRIVER RISK SERVICES
500 WASHINGTON STREET
SAN FRANCISCO, CA 94111-2933
415/546-9300

PROVIDER: ABAG PLAN CORPORATION
P. O. BOX 2050
OAKLAND, CA 94604-2050
510/464-7969

INSURED: San Bruno
City Hall, 567 El Camino Real
San Bruno, CA 94066

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.

COMPANY

A ABAG PLAN Corporation

COMPANY

B Ins. Co. Of The State of Pennsylvania

COMPANY

C Lexington Insurance Company

THIS IS TO CERTIFY THAT COVERAGE AGREEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMIT		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	ABAG PLAN 2003/04	7/01/2003	07/01/2004	Combined Single Limit (CSL)	\$5,000,000	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM						
	<input checked="" type="checkbox"/> PRODUCT/COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> PREMISES / OPERATIONS						
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
	<input checked="" type="checkbox"/> CONTRACTUAL						
A	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE	ABAG PLAN 2003/04	7/01/2003	7/01/2004	Combined Single Limit (CSL)	\$5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						
	<input checked="" type="checkbox"/> ALL OWNED AUTO						
	<input checked="" type="checkbox"/> RENTAL / LEASE AUTO						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	<input type="checkbox"/> GARAGE LIABILITY	4703-4494	7/01/2003	07/01/2004	CSL	\$5,000,000	
	<input type="checkbox"/> EXCESS GENERAL & AUTO LIABILITY						
C	<input type="checkbox"/> PUBLIC OFFICIAL'S E&O	RKM103900343	7/01/2003	7/01/2004	E & O	\$5,000,000	\$5,000,000
	<input checked="" type="checkbox"/> PROPERTY - ALL RISK						
	<input checked="" type="checkbox"/> BOILER & MACHINERY						
C	<input type="checkbox"/> BOILER & MACHINERY	RKM103900343	7/01/2003	7/01/2004	CSL	\$750,000,000	
	<input type="checkbox"/> PROPERTY - ALL RISK						
C	<input type="checkbox"/> BOILER & MACHINERY	RKM103900343	7/01/2003	7/01/2004	PROPERTY BOILER & MACH	\$50,000,000	
	<input type="checkbox"/> BOILER & MACHINERY						

DESCRIPTION: General liability insurance includes Personal Injury and Public Officials' Errors and Omissions Liability. This Certificate is issued as proof of insurance to confirm the above-named Insured is an active member and in good standing with coverage as indicated above.

CERTIFICATE HOLDER

CANCELLATION

County of San Mateo

Attention: Aging & Adult Services

225 - 37th Avenue

San Mateo, CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE PROVIDER/PROVIDEE WILL ENDEAVOR TO MAIL 30-DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. HOWEVER, FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.



MARCUS BEVERLY, Director of Risk Management ABAG PLAN Corporation

ASSOCIATION OF BAY AREA GOVERNMENTS



P.O. Box 2050
Oakland, California 94604-2050

(510) 464-7969

ADDITIONAL COVERED PARTY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CONTRACT

Please read it carefully!

Endorsement Effective: July 1, 2003 - June 30, 2004

Entity: San Bruno

Additional Covered Party: County of San Mateo

Attention: Aging & Adult Services

225 - 37th Avenue

San Mateo, CA 94403

Description of Operations Senior Nutrition Program
or Facilities:

The definition of **Covered Party** is amended to include any person or organization the Entity is contractually obligated to include as an additional insured, and for which a certificate of insurance has been issued evidencing such status and which is on file with ABAG PLAN Corp., with respect to **Bodily Injury, Personal Injury and Property Damage** arising out of the Entity's operations or premises owned by or rented to the Entity. The insurance provided to the additional Covered Party does not apply to any liability occurring after those operations or use of premises have ceased.

The inclusion of more than one **Covered Party** under this policy shall not operate to impair the rights of one **Covered Party** against another **Covered Party** and the coverages afforded by this policy shall apply as though separate policies had been issued to each **Covered Party**. The inclusion of more than one **Covered Party** shall not, however, operate to increase the limit of ABAG PLAN Corp.'s liability.

Any other insurance carried by a certificate holder which may be applicable shall be deemed excess and the Entity's insurance primary notwithstanding any conflicting provisions in the Entity's policy to the contrary.

A certificate holder shall not, by reason of their inclusion under this policy, incur liability for payment of premium for this policy.

In the event of reduction in coverage or cancellation of this insurance, we agree to mail thirty (30) days (ten [10] days for non-payment of premium) advance notice of such reduction or cancellation to each entity added as per certificates on file with ABAG PLAN Corp. which specify that a written contract exists and requires that the certificate holder be an additional insured.

All other terms and conditions in the policy remain unchanged.

A handwritten signature in black ink, appearing to read "MB", written over a horizontal line.

Authorized Signature: _____

Date: 7/29/2003

Marcus Beverly, Risk Manager

ABAG PLAN Corporation

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF SOUTH SAN FRANCISCO**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF
SOUTH SAN FRANCISCO, hereinafter . . . "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 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 SEVENTY-THREE THOUSAND DOLLARS (\$273,000).

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) **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 limit of face 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. **County of San Mateo shall be named as additional insured.**

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* 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* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, 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. *Violations 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 any amount 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 charges. 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:

City of South San Francisco

Sharon Ranals, Director of Recreation and Community Services

P.O. Box 711

33 Arroyo Drive

South San Francisco, CA 94083

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

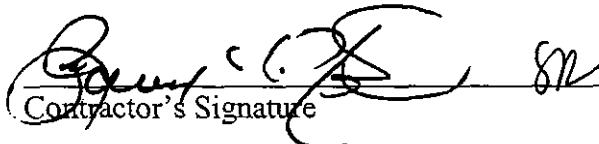
Date: _____

ATTEST:

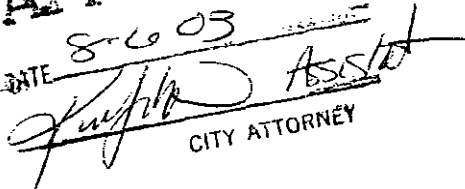
By: _____

Clerk of Said Board

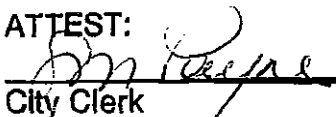
CITY OF SOUTH SAN FRANCISCO


Contractor's Signature

Date: 8/7/03

APPROVED
DATE 8-6-03

CITY ATTORNEY

ATTEST:


City Clerk

SCHEDULES A and B

CITY OF SOUTH SAN FRANCISCO 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, 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.

I. CONGREGATE NUTRITION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide five hundred sixty (560) unduplicated clients with twenty-five thousand (25,000) senior congregate meals at three (3) sites and four (4) nutrition education programs at each site.

2. Unit Definitions

Meal: To provide a minimum of one-half (1/2) day's 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 (CURFLL).

- b. Operate the program five (5) days of service each week, Monday through Friday at the El Camino Senior Center and Adult Day Care sites and four (4) days a week, Monday, Wednesday, Friday and Saturday, at the Magnolia Senior Center.

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 Nutrition Services Incentive Program (NSIP) funds, the rate of THREE DOLLARS FIFTY-SIX CENTS (\$3.56) per senior meal.

The maximum combined OAA and NSIP reimbursement for the Congregate Nutrition Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is EIGHTY-NINE THOUSAND DOLLARS (\$89,000).

II. TRANSPORTATION/ASSISTED TRANSPORTATION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide fifty-eight (58) unduplicated clients twelve thousand two hundred (12,200) units of transportation.

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) 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 during the first year of the contract term (July 1, 2003 through June 30, 2004) is TWENTY-FOUR THOUSAND FOUR HUNDRED DOLLARS (\$24,400).

III. ADULT DAY CARE

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide eighty (80) unduplicated clients with seven thousand (7,000) days of attendance.

2. Unit Description

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

Unit of Service: One (1) day (four 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 another 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 Care during the first year of the contract term (July 1, 2003 through June 30, 2004) is TWENTY-THREE THOUSAND ONE HUNDRED DOLLARS (\$23,100).

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 South San Francisco during the contract term July 1, 2003 through June 30, 2005 is TWO HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$273,000).

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.

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.

- 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.

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.

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.

mike wilson

Name of 504 Person - Type or Print

City of South San Francisco

Name of Contractor(s) - Type or Print

PO Box 711

Street Address or PO Box

So San Francisco

City

CA

State

94083

Zip Code

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

8/1/03

Date

[Signature]

Signature and Title of Authorized Official

Assistant Dir.

Mike Wilson

*Exception: DHHS regulations state that:

APPROVED

DATE 8-6-03

[Signature]
CITY ATTORNEY

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

CONTRACTOR: CITY OF SOUTH SAN FRANCISCO SENIOR SERVICES

CONTRACT PERSON: ELAINE PORTER, SENIOR SERVICES SUPERVISOR PHONE: 877-5996

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, 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 Adult Day Care	80	Meals	7,000 @ \$3.56/meal	\$24,920	n/a	n/a	\$24,920
Congregate Nutrition El Camino	320	Meals	11,500 @ \$3.56/meal	\$40,940	n/a	n/a	\$40,940
Congregate Nutrition Magnolia	160	Meals	6,500 @ \$3.56/meal	\$23,140	n/a	n/a	\$23,140
Assisted Transportation	58	Nutrition Education One trip	12 (4 per site) 12,200 @ \$2.00/trip	\$24,400	n/a	n/a	\$24,400
Adult Day Care	80	One Day (4 hrs min)	7,000 @ \$3.30/day	\$23,100	n/a	n/a	\$23,100
							\$136,500 (2003-04)
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)							\$273,000

*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: City of South San Francisco
Contact Person: Elaine Porter
Address: PO Box 711
South San Francisco, CA 94083
Phone Number: 650 877-5996 Fax Number: 650 877-8678

II Employees

Does the Contractor have any employees? x Yes ___ No

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

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Executed this 7th day of August, 2003 at South San Francisco, CA
(City) (State)

[Signature]
Signature

City Manager
Title

APPROVED

DATE

8-6-03

[Signature] Assist

Mike Wilson
Name (Please Print)

ABAG PLAN Corporation
CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

7/2/2003

BROKER: DRIVER RISK SERVICES
500 WASHINGTON STREET
SAN FRANCISCO, CA 94111-2933
415/546-9300

PROVIDER: ABAG PLAN CORPORATION
P. O. BOX 2050
OAKLAND, CA 94604-2050
510/464-7969

INSURED: South San Francisco
City of So. San Francisco, P.O. Box 711
South San Francisco, CA 94080

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

COMPANIES AFFORDING COVERAGE

COMPANY

A ABAG PLAN Corporation

COMPANY

B Ins. Co. Of The State of Pennsylvania

COMPANY

C Lexington Insurance Company

THIS IS TO CERTIFY THAT COVERAGE AGREEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMIT		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	ABAG PLAN 2003/04	7/01/2003	07/01/2004	Combined Single Limit (CSL)	\$5,000,000	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM						
	<input checked="" type="checkbox"/> PRODUCT/ COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> PREMISES / OPERATIONS						
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
	<input checked="" type="checkbox"/> CONTRACTUAL						
A	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE	ABAG PLAN 2003/04	7/01/2003	7/01/2004	Combined Single Limit (CSL)	\$5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						
	<input checked="" type="checkbox"/> ALL OWNED AUTO						
	<input checked="" type="checkbox"/> RENTAL / LEASE AUTO						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	<input type="checkbox"/> GARAGE LIABILITY	4703-4494	7/01/2003	07/01/2004	CSL	\$5,000,000	\$5,000,000
	Excess General & Auto Liability						
C	Public Official's E&O	RKM103900343	7/01/2003	7/01/2004	CSL	\$750,000,000 (per schedule)	
	<input checked="" type="checkbox"/> PROPERTY / ALL RISK						
	<input checked="" type="checkbox"/> BOILER & MACHINERY						

DESCRIPTION: General liability insurance includes Personal Injury and Public Officials' Errors and Omissions Liability. This Certificate is issued as proof of insurance to confirm the above-named Insured is an active member and in good standing with coverage as indicated above.

CERTIFICATE HOLDER

CANCELLATION

Aging and Adult Services

255 West 37th Avenue


San Mateo, CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE PROVIDER/PROVIDEE WILL ENDEAVOR TO MAIL 30-DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. HOWEVER, FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.



MARCUS BEVERLY, Director of Risk Management ABAG
 PLAN Corporation

ASSOCIATION OF BAY AREA GOVERNMENTS

 **ABAG PLAN** Corporation
P.O. Box 2050
Oakland, California 94604-2050
(510) 464-7969

ADDITIONAL COVERED PARTY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CONTRACT
Please read it carefully!

Endorsement Effective: 7/1/2003

Entity: South San Francisco

Additional Covered Party: Aging and Adult Services

255 West 37th Avenue

San Mateo, CA 94403

Description of Operations

or Facilities: Senior Services

The definition of **Covered Party** is amended to include any person or organization the Entity is contractually obligated to include as an additional insured, and for which a certificate of insurance has been issued evidencing such status and which is on file with ABAG PLAN Corp., with respect to **Bodily Injury, Personal Injury and Property Damage** arising out of the Entity's operations or premises owned by or rented to the Entity. The insurance provided to the additional Covered Party does not apply to any liability occurring after those operations or use of premises have ceased.

The inclusion of more than one **Covered Party** under this policy shall not operate to impair the rights of one **Covered Party** against another **Covered Party** and the coverages afforded by this policy shall apply as though separate policies had been issued to each **Covered Party**. The inclusion of more than one **Covered Party** shall not, however, operate to increase the limit of ABAG PLAN Corp.'s liability.

Any other insurance carried by a certificate holder which may be applicable shall be deemed excess and the Entity's insurance primary notwithstanding any conflicting provisions in the Entity's policy to the contrary.

A certificate holder shall not, by reason of their inclusion under this policy, incur liability for payment of premium for this policy.

In the event of reduction in coverage or cancellation of this insurance, we agree to mail thirty (30) days (ten [10] days for non-payment of premium) advance notice of such reduction or cancellation to each entity added as per certificates on file with ABAG PLAN Corp. which specify that a written contract exists and requires that the certificate holder be an additional insured.

All other terms and conditions in the policy remain unchanged.

Authorized Signature: _____

Marcus Beverly, Risk Manager

 **ABAG PLAN** Corporation

Date: 7/2/2003

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

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

W I T N E S S E T H:

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

WHEREAS, 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. 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 FIFTY-NINE THOUSAND SIX HUNDRED TEN DOLLARS (\$159,610).

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. Independent Contractor

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. 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 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) **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) 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 has been suspended 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. **FORCE MAJEURE**

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 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 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. Governing 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:
Coastside Adult Day Health Center
Janie Bono, Executive Director
645 Correas Street
Half Moon Bay, CA 94019

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

COASTSIDE ADULT DAY HEALTH CENTER



Contractor's Signature

Date: 7-22-03

SCHEDULES A and B

COASTSIDE ADULT DAY HEALTH CENTER 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 Community-Based Services (CBSP) program(s): a Congregate Nutrition Program, an Assisted Transportation Program, an Adult Day Health Care Program, Alzheimer's Day Care Resource Center, and the 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. 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 forty (40) unduplicated clients with two thousand one hundred (2,100) senior congregate meals, four hundred (400) Nutrition Services Incentive Program (NSIP) only meals for non-senior volunteers and adults with disabilities, and four (4) nutrition education programs.

2. Unit Definition

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. 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 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 SEVEN THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS (\$7,476). The maximum NSIP only reimbursement is TWO HUNDRED TWELVE DOLLARS (\$212). Total maximum reimbursement for the Congregate Nutrition Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is SEVEN THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$7,688).

II. TRANSPORTATION/ASSISTED TRANSPORTATION

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide eighty (80) unduplicated clients with thirteen thousand (13,000) units of Transportation.

2. Unit Descriptions

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 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 TWENTY-SIX THOUSAND DOLLARS (\$26,000). Additional funding of TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600) is provided for general program support. Total funding for provision of the Assisted Transportation services during the first year of the contract term (July 1, 2003 through June 30, 2004) is TWENTY-EIGHT THOUSAND SIX HUNDRED DOLLARS (\$28,600).

III. ADULT DAY HEALTH CARE

1. Units of Service

Contractor agrees to provide thirty (30) unduplicated clients with one thousand two hundred (1,200) days of attendance.

2. Unit Definition:

Adult Day Health Care: Program to provide a day of attendance for 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.

Coastside Adult Day Health Center – Schedule B

- 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 another 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 NINE HUNDRED SIXTY DOLLARS (\$3,960). Additional NINE HUNDRED FIFTY-SEVEN DOLLARS (\$957) is provided for general program support. The total 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 FOUR THOUSAND NINE HUNDRED SEVENTEEN DOLLARS (\$4,917).

IV. ALZHEIMER'S DAY CARE RESOURCE CENTER (ADCRC)

Part A: Scope of Work

1. Units of Service

Contractor agrees to provide seventeen (17) unduplicated clients with the following services: nine hundred (900) days of attendance, three (3) support group sessions, fifty (50) hours of family counseling and family training, and one (1) community education session.

2. Unit Definitions

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

Unit of Service: One (1) day (five (5) hours minimum)

Support Groups: Caregiver support will conduct support groups for caregivers along with other caregiver activities, no less than three times per year by staff associated with ADCRC or by arrangement with other support group providers in the local community.

Unit of Service: One (1) session

Family Counseling/Family Training: Provide ADCRC's with trained social workers or other professionals on staff provide counseling to assist caregivers by referring them to specific resources in the area to address dementia-related issues in depth.

Unit of Service: One (1) hour

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

Unit of Service: One (1) session

In-service Staff Training: Agency will provide relevant dementia related training to staff/volunteers.

Unit of Service: One (1) session

Professional Service Provider Presentations: To provide professional training through student intern programs, presentations to specific professional groups and general presentations (alone or jointly) to professional service providers in the community

Unit of Service: One (1) session

Volunteers: Unpaid individuals providing program support and who take part in program orientation and training.

Unit of Service: One (1) volunteer

Volunteer Time: Time spent by volunteer performing staff related duties at the ADCRC site.

Unit of Service: One (1) hour

3. Program Requirements

Contractor agrees to:

- a. Provide services to meet the special care needs of participants with dementia, concentrating on participants in the moderate to severe ranges of disability due to dementia. Provide respite relief counseling and referral to other services for families and caregivers. ADCRC must conduct dementia appropriate, specifically designed activities related to social, cognitive and physical functioning as well as activities of daily living that maintain the dignity of each individual and use available skills and knowledge.
- b. Provide physical facilities that include safeguards to protect the participant's safety. ADCRC must have a written plan for emergency preparedness including evacuation in the event of fire, earthquake, or other potentially life threatening disaster.
- c. Develop an individual written plan of care for each participant, based upon functional capacity and services needed and available within the context of the day care program and its resources. Care planning should include multidisciplinary input.

- d. Provide or arrange for a nutritious noon meal for participants that provide one-third of the Recommended Dietary Allowance (RDA) for older persons. Morning and afternoon snacks should also be available.
- e. Directly provide or arrange for transportation so that clients can get to the ADCRC site. If site provides transportation directly, all laws and regulations pertaining to vehicle maintenance, the qualification of drivers, and insurance shall be followed to assure safety.
- f. Conduct community outreach activities and provide Alzheimer's Disease educational and informational materials to the community.

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 OAA reimbursement for the Alzheimer's Day Care Resource Center is TWENTY THOUSAND DOLLARS (\$20,000). Additional funding of TWO THOUSAND DOLLARS (\$2,000) is provided for general program support. The maximum reimbursement for the ADCRC Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is TWENTY-TWO THOUSAND DOLLARS (\$22,000).

V. FAMILY CAREGIVER SUPPORT PROGRAM

Part A: Scope of Service

1. Units of Service

Contractor agrees to provide a minimum of thirty-six (36) units of case management to nine (9) unduplicated clients, thirty-six (36) units of counseling to at least eight (8) unduplicated clients, twelve (12) support group sessions to at least nine (9) unduplicated clients, twelve (12) units of caregiver training to at least nine (9) unduplicated clients, and one thousand sixteen (1,016) hours of respite day health to a minimum of nine (9) unduplicated clients.

2. Unit Definitions

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

Counseling (Caregiver Support): To provide guidance and casework support for caregivers by trained social workers or other professionals in order to enable the caregiver to make more effective use of services.

Unit of Service: One (1) hour

Caregiver Support Group (Caregiver Support): 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 (Caregiver Support): 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

Respite Care Services (Respite) : To provide temporary, substitute supports or living arrangements for a 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 (4) hours), or one (1) night (twelve (12) hours)

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.
- c. 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.
- d. Ensure that respite services are not 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 Amount and Payment Method

OAA 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 maximum OAA reimbursement for Access and Caregiver Support Services is THREE THOUSAND NINE HUNDRED DOLLARS (\$3,900) and for Respite Day

Coastside Adult Day Health Center – Schedule B

Health is TWELVE THOUSAND SEVEN HUNDRED DOLLARS (\$12,700). The total maximum reimbursement for the Family Caregiver Support Program during the first year of the contract term (July 1, 2003 thorough June 30, 2004) shall not exceed SIXTEEN THOUSAND SIX HUNDRED DOLLARS (\$16,600).

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 the Coastsides Adult Day Health Care Program during the contract term July 1, 2003 through June 30, 2005 is ONE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED TEN DOLLARS (\$159,610).

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: 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 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.

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 return or destruction of 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 is a reference to the section 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.

Janie Bono

Name of 504 Person - Type or Print

Coastside Adult Day Health Center

Name of Contractor(s) - Type or Print

645 Correas St.

Street Address or PO Box

Half Moon Bay

City

Ca

State

94019

Zip Code

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

7/22/03

Date

Janie Bono Exec. Dir.

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: COASTSIDE ADULT DAY HEALTH CENTER

CONTRACT PERSON: JANIE BONO, EXECUTIVE DIRECTOR

PHONE: (650) 726-5067

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, Transportation and ADCRC), please call Sandy Cohen at 573-2621. If you have questions regarding the Family Caregiver Support Program, 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	40	Meals	2,100 @ \$3.56/meals	\$7,476	n/a	n/a	\$7,476
NSIP -- Non Senior Volunteers Non Senior with Disabilities Assisted Transportation	n/a	Nutrition Education n/a	4 400 @ \$53/meal	n/a	n/a	\$212	\$212
	80	One trip	13,000 @ \$2.00/trip	\$26,000	n/a	\$2,600	\$28,600
Adult Day Health Care	30	Days	1,200 @ \$3.30/day	\$3,960	n/a	\$957	\$4,917

Alzheimer's Day Care Resource Center (ADCRC)	17	Days of Attendance Support Group- Sessions Family Counseling/ Training hours Community Education	900 3 50 1	\$20,000	n/a	\$2,000	\$22,000
Family Caregiver Support Program	8 9 8	Access Respite Caregiver Support	72 1,016hrs 24	n/a	\$3,900 \$12,700 -0-	n/a	<u>\$16,600</u> \$79,805 (2003-04)
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)							\$159,610

*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

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

II Employees

Does the Contractor have any employees? ☒ Yes ___ No

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

~~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 22 day of July, 2003 at Half Moon Bay Ca.
(City) (State)

Janie Bono
Signature
Exec. Dir.
Title

Janie Bono
Name (Please Print)

ACORD CERTIFICATE OF LIABILITY INSURANCEOF ID DC
COAST-1DATE (MM/DD/YYYY)
02/05/03**PRODUCER**
Nonprofit Services Insurance A
Dennis Costa
1039 Serpentine Lane #B
Pleasanton CA 94566
Phone: 877-669-5101THIS 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**Coastside Adult Day Health Ctr
Janie Bono
645 Correas St.
Half Moon Bay CA 94019**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: NIAC

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGESTHE 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	GENERAL LIABILITY	2003-00175-NPO	01/29/03	01/29/04	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COM/PROP AGG	\$ 1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> CCCJR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$
A	Prof. Liability	2003-00175-NPO	01/29/03	01/29/04	Prof Liab	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONSAging and Adult Services, the Board of Supervisors of the County of San
Mateo, their agents, employees and officers are named as additional insureds
as respects their interest in the operations of the named insured as a
funding source.**CERTIFICATE HOLDER**

CTYSANM

County of San Mateo
Aging & Adult Services
225-37th Ave.
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 DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dennis Costa

Dennis Costa

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/25/2003PRODUCER
Driver Alliant Insurance Services
500 Washington St.
Suite 300
San Francisco, CA 94111

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

INSURERS AFFORDING COVERAGE

INSURED
Coastside Opportunity Center, Inc.
P. O. Box 1089
El Granada, CA 94018INSURER A: Nonprofits' United
INSURER B: National Union Fire Insurance Company
INSURER C: Lexington Insurance Company
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	X ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	0059	07/01/2003	07/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	X EXCESS LIABILITY -AUTO <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE C X OTHER THAN UMBRELLA <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	AL6611945 6500042	07/01/2003 07/01/2003	07/01/2004 07/01/2004	EACH OCCURRENCE \$ 500,000 AGGREGATE \$ EACH OCCURRENCE \$ 1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Physical Damage	0059	07/01/2003	07/01/2004	\$500 Deductible Collision \$500 Deductible Comprehensive

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

As respects Agreement to Provide Services, Certificate Holder is included as an Additional Insured, per attached Endorsements.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

Attention: Mary Robble

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT ~~BY FIRST CLASS MAIL OR BY REGISTERED MAIL OR BY CERTIFIED MAIL~~ OR ~~BY FIRST CLASS MAIL OR BY REGISTERED MAIL OR BY CERTIFIED MAIL~~

AUTHORIZED REPRESENTATIVE



***NonProfits' United
Vehicle Insurance Pool
Vehicle Liability Insurance
Additional Insured Endorsement***

The Who is Covered section of your Vehicle Liability Insurance is changed by adding the following:

Who is Covered includes any person or organization from whom you have leased an auto, from whom you have received funding for your operations, or for whom you provide services. These persons or organizations are protected, if they require to be named, and you agree to name them, as an additional insured, if indicated on the attached Certificate of Insurance, but only with respect to liability arising out of the ownership, use, maintenance, loading or unloading of a covered auto.

Cancellation:

If we cancel your policy, we will mail a notice of cancellation to those persons or organizations listed as insureds shown on the Certificates of Insurance.

Premium Payments:

Those persons or organizations are not responsible for paying premiums for your insurance.

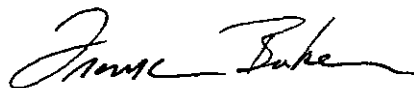
Insured and Policy Number:

As shown on Certificate of Insurance attached.

Effective Date:

July 1, 2003

Authorized Representative:



National Union Fire Insurance Company

Additional Insured Endorsement

This endorsement changes your Commercial Auto Insurance.

How Your Coverage is Changed

The Who Is Insured section of your Liability Agreement is changed by adding the following:

Who Is Insured includes any person or organization from whom you've leased an auto, from whom you've received funding for your operations, or for whom you provide services. These persons or organizations are protected, if they required to be named, and you agree to name them, as an additional protected person, evidence of which is shown on Certificates of Insurance on file with us, but only with respect to liability arising out of ownership, use maintenance, loading or unloading of a covered auto.

Leased autos, as per the schedule on file with us, will be covered as if they are autos you own, not hired autos. But coverage on any leased auto will end on the expiration date of the lease; or when the person or organization who leased the auto to you or their agent takes back the auto; or when the policy ends; whichever happens first.

Leased auto means an auto, including any substitute or replacement auto that you've leased under a written agreement that requires you to provide direct primary insurance on the auto.

Cancellation

The Cancellation section in the General Policy is amended to read:

If we cancel your policy, we'll mail a notice of cancellation to those persons or organizations named as additional protected persons, shown on Certificates of Insurance on file with us.

Other Terms

All other terms of your policy remain the same.

Those persons or organizations aren't responsible for paying premiums for your insurance.

Name of Insured: NonProfits' United and it's Members

Policy Number: AL6611945 ***Effective Date:*** July 1, 2003

STATE COMPENSATION INSURANCE FUND	HOME OFFICE	SAN FRANCISCO	ANNUAL RATING ENDORSEMENT
	IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.		

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD
BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT THIS IS NOT A BILL
SEND NO MONEY UNLESS STATEMENT IS ENCLOSED

CONTINUOUS POLICY 1702117-03

THE RATING PERIOD BEGINS AND ENDS AT 12:01AM
PACIFIC STANDARD TIME

RATING PERIOD 7-01-03 TO 7-01-04

COASTSIDE ADULT DAY HEALTH SERVICES	DEPOSIT PREMIUM	\$1,248.00
645 CORREAS ST	MINIMUM PREMIUM	\$200.00
HALF MOON BAY, CALIF 94019	PREMIUM ADJUSTMENT PERIOD	MONTHLY
	REP 05	R NA

NAME OF EMPLOYER- COASTSIDE ADULT DAY HEALTH SERVICES
(A NON-PROFIT CORP.)

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 07-01-03 TO 07-01-04

		BASE RATE	INTERIM BILLING RATE	
8810	CLERICAL OFFICE EMPLOYEES--N.O.C.	2.44	2.08	02-03 \$179.00 → 21.73
8868	COLLEGES OR SCHOOLS--PRIVATE--NOT AUTOMOBILE SCHOOLS--PROFESSORS, TEACHERS OR ACADEMIC PROFESSIONAL	6.95	5.92	\$4.62 2290

EXPERIENCE MODIFICATION

7-01-03 TO 7-01-04

85 %

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

8890

FEIN 942935984

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
EDGEWOOD CENTER FOR CHILDREN AND FAMILIES**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EDGEWOOD CENTER FOR CHILDREN AND FAMILIES, 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 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 SIXTY-TWO THOUSAND DOLLARS (\$62,000).

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 person, whether or not the same is owned or controlled by Contractor, or (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 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 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) 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 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 | \$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, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. 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, rules, 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. *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. Records Retention.

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:
Edgewood Center for Children and Families
Nancy Rubin, Chief Executive Officer
1801 Vicente Street
San Francisco, CA 94116

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

COUNTY OF SAN MATEO

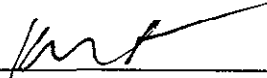
By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES



Contractor's Signature

Date: 7/22/08

SCHEDULES A and B

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES 2003-2005

DESCRIPTION OF SERVICES

During the contract period, July 1 2003 through June 30, 2004, Contractor shall provide the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) programs(s): the 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 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 twenty (20) units of outreach, six (6) units of community education, thirty (30) units of comprehensive assessments to twelve (12) unduplicated clients, three hundred twelve (312) units of case management to fifty-two (52) unduplicated clients, twenty-four (24) units of counseling to twenty-four (24) unduplicated clients, fifty-eight (58) units of caregiver support group assistance to twenty-nine (29) unduplicated clients, seventy-two (72) units of caregiver training, eight hundred seventy-six (876) units of respite to forty-eight (48) unduplicated clients, three (3) units of minor home modification to three (3) unduplicated clients, three (3) units of placement assistance to three (3) unduplicated clients, four (4) units of home security and safety assistance to four (4) unduplicated clients, one (1) unit of assistive device assistance to one (1) client, one hundred eight (108) units of service of visiting to fifty-two (52) unduplicated clients, and twenty (20) units of legal assistance to twenty (20) unduplicated clients.

2. Unit Definitions

Outreach (Service Information): Interventions initiated by an agency or organization for the purpose of identifying potential caregivers and encouraging their use of the existing services and benefits. (Note: Units refer to individual, one-on-one contacts between a service provider and a caregiver.)

Unit of Service: One (1) contact

Community Education (Service Information): To educate groups of caregivers about available services.

Unit of Service: One (1) hour

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 that 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

Unit of Service: One (1) hour

Counseling (Caregiver Support): To provide guidance and casework support for caregivers by trained social workers or other professionals in order to enable the caregiver to make more effective use of services.

Unit of Service: One (1) hour

Caregiver Support Group (Caregiver Support): 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

Caregiver Training (Caregiver Support): 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

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 (4) hours), or one (1) night (twelve (12) hours)

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

Unit of Service: One (1) occurrence

Placement (Supplemental Services): To assist a client in securing appropriate living arrangements.

Unit of Service: One (1) placement

Home Security and Safety (Supplemental Services): To provide services for the caregiver's security and safety screening of their home environment and by 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

Assistive Devices (Supplemental Services): To provide for monthly fee for rental or purchase of electronic communication devices, emergency response equipment and similar equipment to provide caregiver access to meet emergency needs (does not include telephones). Also provides for purchase of items such as body braces, orthopedic shoes, walkers, and wheelchairs.

Unit of Service: One (1) hour

Visiting (Supplemental Services): To visit a caregiver to provide reassurance and comfort.

Unit of Service: One (1) hour

Legal Assistance (Supplemental Services): To provide legal information, including but not limited to, judicial representation to an older adult or to a group by a member of the California State Bar or by a non-attorney under the supervision and control of a member of the California State Bar.

Unit of Service: One (1) hour

3. **Contractor Agreement**

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 III-E Older Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County Aging and Adult Services.
- b. Use funds to expand existing services to include the informal family caregiver as a client for services.
- c. Ensure that respite services are not 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 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 maximum OAA reimbursement for the Family Caregiver Support Program for Service Information shall not exceed SIX THOUSAND TWO HUNDRED DOLLARS (\$6,200), for Access shall not exceed SIX THOUSAND TWO HUNDRED DOLLARS (\$6,200), for Caregiver Support shall not exceed SIX THOUSAND TWO HUNDRED DOLLARS (\$6,200), for Respite shall not exceed SIX THOUSAND TWO HUNDRED

DOLLARS (\$6,200), and for Supplemental Services shall not exceed SIX THOUSAND TWO HUNDRED DOLLARS (\$6,200). The total maximum reimbursement for the Family Caregiver Support Program during the first year of the contract term (July 1, 2003 through June 30, 2004) under this Agreement shall not exceed THIRTY-ONE THOUSAND DOLLARS (\$31,000).

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

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

In addition, Contractor agrees to submit:

- a. Submit monthly program reports, and invoices by the tenth (10th) of each month.
- b. Submit a closing report at the end of the fiscal year on July 31, 2004 and July 31, 2005.

The total maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Edgewood Center for Children and Families during the contract term July 1, 2003 through June 30, 2005 is SIXTY-TWO THOUSAND DOLLARS (\$62,000).

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

Definitions

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

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 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 destruction of 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 the extent necessary for destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* Any reference to a section of the Privacy Rule 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 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.

Nancy Rubin

Name of 504 Person - Type or Print

Edgewood Center for Children + Families

Name of Contractor(s) - Type or Print

1801 Vicente St

Street Address or PO Box

San Francisco

City

CA

State

94116

Zip Code

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

7/22/03

Date

[Signature]

Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

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

CONTRACTOR: EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

CONTACT PERSON: RON ALEXANDER, PROGRAM DIRECTOR

PHONE: 588-9580

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	n/a	Service Information	26	\$6,200	n/a	\$6,200
	42	Access	342	\$6,200	n/a	\$6,200
	53	Caregiver Support	154	\$6,200	n/a	\$6,200
	48	Respite	876	\$6,200	n/a	\$6,200
	83	Supplemental Services	139	\$6,200	n/a	\$6,200
						<u>\$31,000</u>
						\$31,000 (2003-04)
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)						\$62,000

*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Edgewood Center for Children and Families
Contact Person: Ann De Noronha
Address: 1801 Vicente St
San Francisco, CA 94116
Phone Number: (415) 682 3125 Fax Number: (415) 681-1065

II Employees

Does the Contractor have any employees? X Yes ___ No

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

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Executed this 22nd day of July, 2003 at San Francisco, CA.
(City) (State)

[Signature]
Signature

Ken Epstein
Name (Please Print)

Director of Programs
Title

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR CL
EDGEW-2

DATE (MM/DD/YYYY)
03/12/03

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

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Edgewood Center for Children
& Families, The Auxiliary of
Edgewood, Friends of Edgewood
& Families
1801 Vicente Street
San Francisco CA 94116

INSURER A: Riverport Ins. Companies of CA
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	INSRD	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 <input checked="" type="checkbox"/> Prof Liab-E&O 1ml GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RP0003740	03/01/03	03/01/04	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RP0003740	03/01/03	03/01/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	RPX003741	03/01/03	03/01/04	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Crime	RP0003740	03/01/03	03/01/04	Emp Dis 250,000 Ded 1,000

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

Aging and Adult Services, The Board of Supervisors of the County of San Mateo, The county and their agents, employees and officers are named as additional insured as respects the normal scope of insureds operations.
*10 day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

BLANK-1

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

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

AUTHORIZED REPRESENTATIVE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY):
4/6/03

PRODUCER

415-541-7900

Acordia of CA Ins. Services
CA License# 0352275
45 Fremont St., Suite 800
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.

COMPANIES AFFORDING COVERAGE

COMPANY A State Compensation Ins Fund
COMPANY B
COMPANY C
COMPANY D

INSURED

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

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	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 \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	469297502	3/01/03	3/01/04	X WC STATU- TORY LIMITS (1111) EL EACH ACCIDENT \$ 1000000 EL DISEASE - POLICY LIMIT \$ 1000000 EL DISEASE - EA EMPLOYEE \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

10 Day notice for non payment of premium.

CERTIFICATE HOLDER

San Mateo Cty Aging & Adult
Services/Attn: Lori Sweeney
225 37th Avenue
San Mateo, Ca 94403

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
FAMILY CAREGIVER ALLIANCE**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY
CAREGIVER ALLIANCE, 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 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 THIRTY-FIVE THOUSAND DOLLARS (\$135,000).

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 any kind 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 :: 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 self-insure 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 | \$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 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.* 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) fine of up to \$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 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:
Family Caregiver Alliance
Kathleen A. Kelly, Executive Director
690 Market Street, Suite 600
San Francisco, CA 94104

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

COUNTY OF SAN MATEO

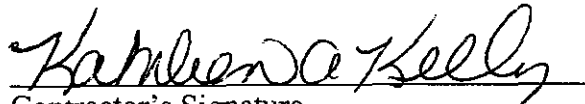
By: _____
Rose Jacobs Gibson
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

FAMILY CAREGIVER ALLIANCE


Contractor's Signature

Date: 7/22/03

SCHEDULES A and B

FAMILY CAREGIVER ALLIANCE 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) programs(s): Service Information, Access, Caregiver Support, 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 shall provide the following units of service: (50) units of comprehensive assessments and thirty (30) units of case management to twelve (12) unduplicated clients, twenty (20) units of counseling to fifteen (15) unduplicated clients, forty (40) units of caregiver training to twenty-four (24) unduplicated clients, and two thousand eight hundred eight (2,808) units of respite services to twenty-four (24) unduplicated clients.

2. Unit Definitions

Outreach (Service Information): Interventions initiated by an agency or organization for the purpose of identifying potential caregivers and encouraging their use of the existing services and benefits. (Note: Units refer to individual, one-on-one contacts between a service provider and a caregiver.)

Unit of Service: One (1) contact

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 a caregiver has multiple needs, including functional 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

Counseling (Caregiver Support): To provide guidance and casework support for caregivers by trained social workers or other professionals in order to enable the caregiver to make more effective use of services.

Unit of Service: One (1) hour

Caregiver Training (Caregiver Support): 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

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 (4) hours), or one (1) night (twelve (12) hours)

3.

Contractor agrees to:

1. Use funds to subsidize fees of family caregivers who are unable to pay the full cost of services.
2. Use funds to expand existing services to include the informal family caregiver as a client for services.
3. Provide this service in accordance with the guidelines set forth in the Family Caregiver Support Program Request for Proposals, the Title III Older Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County Aging and Adult Services.
4. 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 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 maximum reimbursement for Service Information shall not exceed FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500), Access shall not exceed SEVEN THOUSAND DOLLARS (\$7,000), Caregiver Support shall not exceed EIGHT THOUSAND DOLLARS (\$8,000) and Respite shall not exceed FORTY-EIGHT THOUSAND DOLLARS (\$48,000). The total maximum reimbursement for the

Family Caregiver Alliance – Schedule B

Family Caregiver Support Program during the first year of the contract term (July 1, 2003 through June 30, 2004) shall not exceed SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$67,500).

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 between San Mateo County Aging and Adult Services and Family Caregiver Alliance for the contract term July 1, 2003 through June 30, 2005 is ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000).

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

D. 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, as 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.

County's Notice of Privacy Practices

- 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

- 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 or expiration 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.

Eloise Deane

Name of 504 Person - Type or Print

Family Caregiver Alliance

Name of Contractor(s) - Type or Print

690 Market Street, Suite 600

Street Address or PO Box

San Francisco, CA 94104

City

State

Zip Code

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

July 22, 2003

Date

Kamrona Selby Executive Director
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

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

CONTRACTOR: FAMILY CAREGIVER ALLIANCE

CONTACT PERSON: KATHLEEN KELLY

PHONE: 415-434-3388

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	-- 12 24 24	Service Information Access Caregiver Support Respite	50 60 40 2,808	\$4,500 \$7,000 \$8,000 \$48,000	n/a n/a n/a n/a	\$4,500 \$7,000 \$8,000 \$48,000 \$67,500 \$67,500 (2003-04)
2-YEAR TOTAL CONTRACT AMOUNT (2003-05)						\$135,000

*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Family Caregiver Alliance
Contact Person: Eloise Deane
Address: 690 Market Street, Suite 600
San Francisco, CA 94104
Phone Number: (415) 434-3388 Fax Number: (415) 434-3508

II Employees

Does the Contractor have any employees? x Yes ___ No

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

- ☐ 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 22nd day of July, 2003 at San Francisco, CA.
(City) (State)

Kathleen A. Kelly
Signature

Kathleen A. Kelly, Executive Dir.
Name (Please Print)

Executive Director
Title

ACORD. CERTIFICATE OF LIABILITY INSURANCE		POLICY ID FAMIL-1	DATE (MM/DD/YY) 06/12/03
PRODUCER Pennbrook Insurance Services License No. 0622553 200 Pine Street, 8th Floor San Francisco CA 94104-2702 Phone: 415-362-0445 Fax: 415-394-8332		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Family Caregiver Alliance ATTN: Eloise Deane 690 Market Street, #600 San Francisco CA 94104		INSURERS AFFORDING COVERAGE	
		INSURER A: Philadelphia Ins. Cos	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PHPK012392	11/25/02	11/25/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> SocServOrg Profes				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
					PROFESSIO 1,000,000
A	AUTOMOBILE LIABILITY	PHPK012392	11/25/02	11/25/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	PHUB005301	11/25/02	11/25/03	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER	PHPK012392	11/25/02	11/25/03	employee \$ 25,000
	Fidelity Bond				dishonest

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

insurance only.

CERTIFICATE HOLDER Area Agency on Aging San Mateo County Attn: Mary Robblee 225 37TH AVENUE SAN MATEO CA 94403	Y	ADDITIONAL INSURED, INSURER LETTER: A SANMATE	CANCELLATION 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. <i>[Signature]</i> Pennbrook - House A/C
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From: Shawn McDonald At: Chapman & Associates FaxID: To: Elouise Dean

Date: 8/7/03 03:07 PM Page: 4 of 4

CERTIFICATE HOLDER COPY

STATE
COMPENSATION
INSURANCE
FUND

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

AUGUST 7, 2003

GROUP:
POLICY NUMBER: 1696963-2003
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 07-01-2004
07-01-2003/07-01-2004AREA AGENCY ON AGING
SAN MATEO COUNTY ATTN: MARY ROBBLEE
225 3TH AVE.
SAN MATEO CA 94403

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance 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.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

EMPLOYER

FAMILY CAREGIVER ALLIANCE
490 MARKET ST STE 600
SAN FRANCISCO CA 94104