

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
FAMILY SERVICE AGENCY**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY SERVICE AGENCY, 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 FIVE HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED FORTY-SIX DOLLARS (\$574,746).

**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.**

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 . . . . . 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 . . . . . \$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 non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Retention of Records.**

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

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

**13. Merger Clause.**

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

**14. Controlling Law.**

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

**15. Notices.**

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

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

**In the case of Contractor, to:**  
Family Service Agency  
Susan Houston, Director of Senior Services  
24 2<sup>nd</sup> Avenue  
San Mateo, CA 94401

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

COUNTY OF SAN MATEO

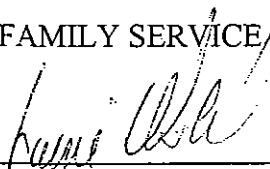
By: \_\_\_\_\_  
Rose Jacobs Gibson  
President, Board of Supervisors, San Mateo County

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

ATTEST:

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

FAMILY SERVICE AGENCY

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

Date: 7/23/02

## SCHEDULES A and B

### FAMILY SERVICE AGENCY 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 a Senior Employment 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 clients who are unable to pay the full cost of services.

#### I. CONGREGATE NUTRITION

##### Part A: Scope of Work

##### 1. Number of Clients

Contractor agrees to provide three hundred fifty-five (355) unduplicated clients with ten thousand seven hundred (10,700) senior congregate meals, three hundred (300) Nutrition Services Incentive Program (NSIP) only meals for non-senior volunteers and adults with disabilities, and four (4) nutrition education programs.

##### 2. Unit Definitions

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

**Unit of Service: One (1) meal**

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

**Unit of Service: One (1) presentation**

##### 3. 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 OAA 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-EIGHT THOUSAND AND NINETY-TWO DOLLARS (\$38,092). The maximum NSIP only reimbursement is ONE HUNDRED FIFTY-NINE DOLLARS (\$159). Total maximum reimbursement for the Congregate Nutrition Program during the first year of the contact term (July 1, 2003 through June 30, 2004) is THIRTY-EIGHT THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS (\$38,251).

## **II. TRANSPORTATION/ASSISTED TRANSPORTATION**

### **Part A: Scope of Work**

#### **1. Units of Service**

Contractor agrees to provide sixty (60) unduplicated clients with five thousand seven hundred (5,700) units of transportation.

#### **2. ,**

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

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

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

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

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

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

**Unit of Service: One (1) round-trip**

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

**Unit of Service: One (1) round-trip**



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

**Unit of Service: One (1) round-trip**

3. Program Requirements

Contractor agrees to:

Coordinate services with all other relevant transit, especially paratransit services available from Redi-Wheels and the Coastside Opportunity Center.

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.

Provide transportation for clients of senior centers or adult day programs as the established priority. Agencies should provide additional shopping assistance, medical trips or Brown Bag transportation services only if there is a defined need and only if resources permit.

**Part B: Program Amount and Payment Method**

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

The total OAA reimbursement for Transportation/Assisted Transportation is ELEVEN THOUSAND FOUR HUNDRED DOLLARS (\$11,400). Additional funding of NINE HUNDRED SIXTY DOLLARS (\$960) is provided for general program support.

The total amount for the Transportation/Assisted Transportation program for the first year of the contract term (July 1, 2003 to June 30, 2004) is TWELVE THOUSAND THREE HUNDRED SIXTY DOLLARS (\$12,360).

**III. EMPLOYMENT PROGRAM**

**Part A: Scope of Work**

1. Units of Service

**Title IIIB – Employment/Second Career Program**

Contractor agrees to provide three hundred fifty (350) unduplicated seniors with a total of one hundred three (103) placements and one thousand two hundred fifty (1,250) community education units.

**Title V - Senior Community Services Employment Program**

Contractor will also provide forty (40) unduplicated seniors with twenty-five (25) subsidized and seven (7) unsubsidized placements.

2. Placement Services

**Placement:** To assist an older adult in securing appropriate part-time/full-time employment.

**Unit of Service: One (1) placement**

**Community Education:** To educate groups of individuals, their families, friends, and community organizations/facility staff of the rights, benefits and entitlements for older adults, especially in the area of senior employment.

**Unit of Service: One (1) hour**

3. Contractor Agreement

Contractor agrees to provide these services in accordance with Title III/V of the Older Americans Act and all applicable state and local standards.

### **Part B: Program Amount and Payment Method**

OAA reimbursement for the Title IIIB Program will be SIXTEEN THOUSAND DOLLARS (\$16,000). Additional funding of ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600) is provided for general program support. Total funding for Title IIIB during the first year of the contract term (July 1, 2003 through June 30, 2004) is SEVENTEEN THOUSAND SIX HUNDRED DOLLARS (\$17,600).

The maximum OAA reimbursement for the Title V Program will be TWO HUNDRED FIFTEEN THOUSAND SIX HUNDRED TWENTY-NINE DOLLARS (\$215,629). Additional funding of THREE THOUSAND FIVE HUNDRED THIRTY-THREE DOLLARS (\$3,533) is provided for general program support. Total funding for Title V during the first year of the contract term (July 1, 2003 through June 30, 2004) is TWO HUNDRED NINETEEN THOUSAND ONE HUNDRED SIXTY-TWO DOLLARS (\$219,162).

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Contractor is responsible for covering the cost of all components of each program 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 as appropriate, monthly program reports and invoices by the tenth (10<sup>th</sup>) 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 Service Agency for the contract term July 1, 2003 to June 30, 2005 is FIVE HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED FORTY-SIX DOLLARS (\$574,746).

**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 - - - - - 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 such documentation 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 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

### 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)

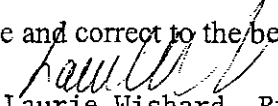
- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Stella Haddock  
Name of 504 Person - Type or Print

<u>Family Service Agency</u>	<u>24 - 2nd Avenue</u>
Name of Contractor(s) - Type or Print	Street Address or PO Box
<u>San Mateo</u>	<u>CA 94401</u>
City	State      Zip Code

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

7/23/03  
Date

  
Laurie Wishard, President  
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: FAMILY SERVICE AGENCY:

CONTRACT PERSON: SUSAN HOUSTON, SENIOR SERVICES DIRECTOR

PHONE: 403-4300

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. If you have any questions regarding Senior Employment, please call Shea Muller at 573-3527.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNITS OF SERVICE/RATE	STATE & FEDERAL FUNDING	NSIP FUNDING (\$ .53)	COUNTY TRUST OTHER	TOTAL PROGRAM AMOUNT
Congregate Nutrition Fair Oaks	355	Meals	10,700 @ \$3.56/meal	\$38,092	n/a	n/a	\$38,092
NSIP –Non-Senior Volunteers Non Seniors with Disabilities	n/a	Nutrition Education Meals	4 300 @ \$ .53/meal	n/a	\$159	n/a	\$159
Asst Transportation Fair Oaks	60	One trip	5,700 @ \$2.00/trip	\$11,400	n/a	\$960	\$12,360
Senior Employment Title III.B	350	Placements Community Education	103 1,250	\$16,000	n/a	\$1,600	\$17,600
Senior Employment Title V	40	Placements	25 Sub 7 Un-Sub	\$215,629	n/a	\$3,533	\$219,162
<b>2-YEAR TOTAL CONTRACT AMOUNT (2003-05)</b>							<b>\$574,746</b>

\*UNDUP: Unduplicated; n/a: Not Applicable

# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: Family Service Agency  
Contact Person: Laurie Wishard  
Address: 24 - 2nd Street  
San Mateo, CA 94401  
Phone Number: (650) 403-4300 Fax Number: (650) 403-4303

### II Employees

Does the Contractor have any employees?  Yes  No

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

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

### III Equal Benefits Compliance (Check one)

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

### IV Declaration

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

Executed this 23 day of July, 2003 at San Mateo (City), CA (State).

Laurie Wishard  
Signature  
President  
Title

Laurie Wishard  
Name (Please Print)



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER Karen Troy  
 Talbot Insurance & Fin Services, I  
 400 Taylor Blvd #300  
 Pleasant Hill, CA 94523

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 Nonprofits' Insurance Alliance of CA
- COMPANY B State Compensation Insurance Fund of CA
- COMPANY C Hartford Fire Insurance Company
- COMPANY D North American Elite Insurance Company

925-609-6500 ... fax 925-609-6550

INSURED  
 Family Service Agency of San Mateo Co.  
 24 - 2nd Avenue  
 San Mateo CA 94401

### COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	200307671NPO	07/01/2003	07/01/2004	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PERSONAL & ADV INJURY \$ .. EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	200307671NPO	07/01/2003	07/01/2004	COMBINED SINGLE LIMIT \$ 1,000,000 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 \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	200307671UMB	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	1719773	01/01/2003	01/01/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 RE: FUNDING SOURCE  
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED PER ATTACHED CG2026 11/85 AS REQUIRED BY WRITTEN CONTRACT.

### CERTIFICATE HOLDER

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

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. 15 days notice for non-payment BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Roy H. Taylor*

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY**

200307671NPO            01-JUL-2003    01-JUL-2004  
Family Service Agency of San Mateo Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

COUNTY OF SAN MATEO  
ITS OFFICERS, AGENTS AND EMPLOYEES

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

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

RE: FUNDING SOURCE

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
LEGAL AID SOCIETY**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LEGAL AID SOCIETY, 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 THREE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED NINETY DOLLARS (\$342,590).

**4. Term and Termination.**

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

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

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

**5. Availability of Funds.**

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

**6. Relationship of Parties.**

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

**7. Hold Harmless.**

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

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

**8. Assignment 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 ..... \$1,000,000
- (b) Motor Vehicle Liability Insurance ..... \$1,000,000
- (c) Professional Liability ..... SWaived

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. Entirety of Contract.**

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

**14. Controlling Law.**

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

**15. Notices.**

Any notice, 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:**  
Legal Aid Society  
M. Stacey Hawver  
521 East 5<sup>th</sup> Avenue  
San Mateo, CA 94402

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

COUNTY OF SAN MATEO

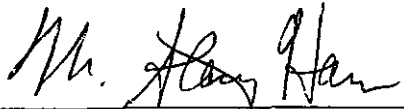
By: \_\_\_\_\_  
Rose Jacobs Gibson  
President, Board of Supervisors, San Mateo County

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

ATTEST:

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

LEGAL AID SOCIETY

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

Date: 7/25/03



## SCHEDULES A and B

### LEGAL AID SOCIETY 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 Senior Legal Assistance Program, a Clients' Rights Advocate Program, a Kids in Crisis Program, and the Family Caregiver Support Program. Services described in this Schedule A/B reflect program performance requirements (units of service) for the fiscal year July 1, 2003 through June 30, 2004. Contractor shall comply with all applicable 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. SENIOR LEGAL ASSISTANCE

##### **Part A: Scope of Work**

##### 1. Units of Service

Contractor agrees to provide at least eight hundred (800) unduplicated clients with a minimum of seven thousand five hundred (7,500) units of legal assistance and thirty (30) units of community education.

##### 2. Definitions

**Legal Assistance:** To provide legal information, advice, counseling, administrative representation, and 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 State Bar.

**Unit of Service: One (1) hour**

**Community Education/Advocacy:** To educate groups of older individuals, their families, friends, and community organizations/facility staff of the rights, benefits, and entitlement for older adults.

**Unit of Services: One (1) hour**

##### 3. Program Requirements

Contractor agrees to provide Legal Assistance in accordance with the Area Agency on Aging program standards and California Department of Aging regulations.

##### **Part B: Program Total and Payment Method**

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

The maximum OAA reimbursement for Senior Legal Assistance shall not exceed EIGHTY-EIGHT THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$88,450). An additional EIGHT THOUSAND EIGHT HUNDRED FORTY-FIVE DOLLARS (\$8,845) is added for general program support. The maximum reimbursement for senior legal assistance during the first year of the contract term (July 1, 2003 through June 30, 2004) is NINETY-SEVEN THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$97,295).

## II. CLIENTS' RIGHTS ADVOCATE

### Part A: Scope of Work

1.

Contractor agrees to provide three hundred (300) unduplicated adults with disabilities, ages 18-60, a minimum of nine hundred (900) units of Clients' Rights Advocacy Services and thirty (30) units of community education.

2. Unit Definitions

**Legal Assistance:** To provide legal information, advice, counseling, administrative representation, and judicial representation to persons with disabilities 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 State Bar.

**Unit of Service: One (1) hour**

**Workshops and Group Trainings (Community Education):** To educate groups of adults with disabilities, their families, friends, and community organizations/facility staff of the rights, benefits, and entitlement for adults with disabilities.

**Unit of Services: One (1) hour**

3. Program Requirements

Contractor agrees to:

- a. Provide a staff attorney who will devote one-half (½) time to providing legal representation, assistance, and advocacy to persons with disabilities, and
- b. Provide Clients' Rights Advocacy Services by the staff attorney; services to include, but not be limited to:

Resource, referral, and phone advocacy services;  
Direct legal representation, intervention, and advocacy services; and  
Workshops and group trainings (Community Education).

### Part B: Program Total and Payment Method

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

The maximum County General Fund reimbursement for the Clients' Rights Advocate Program during the first year of the contract term (July 1, 2003 through June 30, 2004) shall not exceed TWENTY-TWO THOUSAND DOLLARS (\$22,000).

### III. KIDS IN CRISIS PROGRAM

#### Part A: Scope of Work

1. Units of Service

Contractor agrees to provide one hundred twenty (120) unduplicated clients (children with disabilities and their families) a minimum of eight hundred forty (840) units of Clients' Rights Advocacy Services and (30) units of community education.

2.

**Legal Assistance:** To provide legal information, advice, counseling, administrative representation, and judicial representation to children with disabilities and their families 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 State Bar.

**Unit of Service: One (1) hour**

**Workshops and Group Trainings (Community Education):** To educate groups of children with disabilities, their families, friends, and community organizations/facility staff of the rights, benefits, and entitlement for children with disabilities.

**Unit of Service: One (1) hour**

3. Staff Attorneys

Contractor shall:

- a. Provide a staff attorney who will provide legal representation, assistance, and advocacy to children with disabilities and their families.
- b. Provide Kids in Crisis Program Services by the staff attorney; services to include, but not be limited to:

Resource, referral, and phone advocacy services;  
Direct legal representation, intervention, and advocacy services; and  
Workshops and group trainings (Community Education).

#### Part B: Program Total and Payment Method

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

The maximum County General Fund reimbursement for the Kids in Crisis Program during the first year of the contract term (July 1, 2003 through June 30, 2004) shall not exceed THIRTY-

THREE THOUSAND DOLLARS (\$33,000).

#### IV. FAMILY CAREGIVER SUPPORT PROGRAM

##### Part A: Scope of Work

1. Units of Service

Contractor agrees to provide at least sixty (60) unduplicated clients a minimum of three hundred seventy-two (372) units of legal assistance.

2. Legal Assistance

**Legal Assistance (Supplemental Services):** To provide legal information, advice, counseling, administrative representation, and 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. 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 subsidize fees of family caregivers who are unable to pay the full cost of services.
- c. Use video produced with FY 2001-2002 funds to promote outreach and education to potential clients of family caregiver support services in addition to recruitment of pro bono attorneys to provide those services.

##### Part B: Program Total and Payment Method

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

The maximum OAA reimbursement for the Family Caregiver Support Program during the first year of the contract term (July 1, 2003 to June 30, 2004) shall not exceed NINETEEN THOUSAND DOLLARS (\$19,000).

---

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

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

In addition, Contractor agrees to submit:

- a. Client intake forms, monthly program reports and invoices by the tenth (10<sup>th</sup>) 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 Legal Aid Society during the contract term July 1, 2003 to June 30, 2005 is **THREE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED NINETY DOLLARS (\$342,590)**.

**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.

Other Provisions and Activities of Contractor

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

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

#### Permitted Uses and Disclosures by Contractor

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

#### Obligations of County

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

### Permissible Requests by County

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

### Duties Upon Termination of Agreement

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

### Miscellaneous

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



Attachment I

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

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

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

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

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

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

M. Stacey Hawver

Name of 504 Person - Type or Print

Legal Aid Society of San Mateo County 521 E. 5<sup>th</sup> Ave.

Name of Contractor(s) - Type or Print

Street Address or PO Box

San Mateo, CA 94402

City

State

Zip Code

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

7/25/03

Date

M. Stacey Hawver Executive Director

Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

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

CONTRACTOR: LEGAL AID SOCIETY OF SAN MATEO COUNTY

CONTRACT PERSON: STACEY HAWVER, ESQ., EXECUTIVE DIRECTOR

PHONE: 558-0915

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 this information, please call Craig McCulloh at 573-2480. For questions regarding Family Caregiver Support Program, please call Lori Sweeney at 573-2704.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNITS OF SERVICE/RATE	STATE & FEDERAL FUNDING	COUNTY TRUST/ OTHER	TOTAL PROGRAM AMOUNT
Legal Assistance	800	Legal Assistance Community Education	7,500 30	\$88,450OAA	\$8,845	\$97,295
Client's Rights Advocate	300	Legal Assistance Community Education	900 30	n/a	\$22,000County	\$22,000
Kids in Crisis Program	120	Legal Assistance Community Education	840 30	n/a	\$33,000County	\$33,000
Family Caregiver Support Program	60	Legal Assistance	372	\$19,000	-0-	\$19,000
<b>2-YEAR TOTAL CONTRACT AMOUNT</b> (2003-05)						<b>\$342,590</b>

UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Legal Aid Society of San Mateo County
Contact Person: M. Stacey Hawver
Address: 521 E. 15th Ave.
San Mateo, CA 94402
Phone Number: (650) 558-0915 Fax Number: (650) 558-0673

II Employees

Does the Contractor have any employees? X Yes \_\_\_ No

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

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Executed this 25th day of July, 2003 at San Mateo, CA (City) (State)

M. Stacey Hawver Signature

M. Stacey Hawver Name (Please Print)

Executive Director Title

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP #D FR  
LEGAL-1      DATE (MM/DD/YY)  
09/23/02

**PRODUCER**  
MacCorkle Insurance Service  
CA License #0606920  
1650 Borel Place, Suite 100  
San Mateo CA 94402  
Phone: 650-349-2364 Fax: 650-349-4631

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

### INSURERS AFFORDING COVERAGE

**INSURED**  
  
Legal Aid Society of San Mateo  
M. Stacey Hawver  
521 East 5th Avenue  
San Mateo CA 94402

INSURER A: North American Elite Insur. Co  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	200211984	09/01/02	09/01/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<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 - COMP/OP AGG \$ 2,000,000
					Emp Ben. Included
A	AUTOMOBILE LIABILITY	200211984	09/01/02	09/01/03	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 checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
Certificate holder is named as additional insured as respects per attached form CG2026 1185.

<b>CERTIFICATE HOLDER</b>  County of San Mateo Dpt Health Svcs-Aging & Adul 225 W. 37th Avenue San Francisco CA 94033	<b>ADDITIONAL INSURED; INSURER LETTER:</b> _____	<b>CANCELLATION</b>  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.	COUNT - 3  AUTHORIZED REPRESENTATIVE 
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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
6/26/2003

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

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

### INSURERS AFFORDING COVERAGE

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

INSURER A: **Everest National Insurance Co.**  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

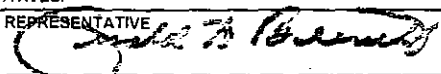
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> 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 \$								
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED ALTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3900019273	6/8/2003	6/8/2004	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 1,000,000												
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000												
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000												
	OTHER												

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

\*except 10 days notice for nonpayment.

CERTIFICATE HOLDER  
**County of San Mateo Dep. of Health Services**  
**Aging & Adult Services**  
**Commission & Provider Services**  
225 37th Avenue  
San Mateo CA 94403

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
MILLS-PENINSULA SENIOR FOCUS**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MILLS-PENINSULA SENIOR FOCUS, 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 FOUR HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS (\$439,468).

**4. Term and Termination.**

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

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

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

**5. Availability of Funds.**

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

**6. Relationship of Parties.**

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

**7. Hold Harmless.**

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

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

**8. Assignment 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) : **ity 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 .....	\$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 ..... shall be excess insurance only.

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

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



All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and local laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

#### **11. Non-Discrimination**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) \_\_\_\_\_
  - 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 \_\_\_\_\_ any other Contract between Contractor and County.

Contractor shall report to the County Manager the ... 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:**  
Mills-Peninsula Senior Focus  
Forrest Malakoff, AVP  
100 S. San Mateo Drive  
San Mateo, CA 94401

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

MILLS-PENINSULA SENIOR FOCUS

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

Date: 7/30/03

## SCHEDULES A and B

### MILLS-PENINSULA SENIOR FOCUS 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, Assisted Transportation Program, Adult Day Health Care Program, Alzheimer's Day Care Resources Center Program, Disease Prevention and Health Promotion Program, 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.

#### I. CONGREGATE NUTRITION

##### Part A: Scope of Work

##### 1. Units of Service

Contractor agrees to provide one hundred ten (110) unduplicated clients with three thousand two hundred (3,200) senior congregate meals and four (4) nutrition education programs.

##### 2. Unit D.

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

**Unit of Service: One (1) meal**

**Nutrition Education:** 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 Older Americans Act funds, the rate of THREE DOLLARS FIFTY-SIX CENTS (\$3.56) per senior meal.

The maximum OAA reimbursement is ELEVEN THOUSAND THREE HUNDRED NINETY-TWO DOLLARS (\$11,392). Total maximum reimbursement for the Congregate Nutrition Program during the first year of the contract term (July 1, 2003 to June 30, 2004) is ELEVEN THOUSAND THREE HUNDRED NINETY-TWO DOLLARS (\$11,392).

## **II. TRANSPORTATION/ASSISTED TRANSPORTATION**

### **Part A: Scope of Work**

#### **1. Units of Service**

Contractor agrees to provide fifty (50) unduplicated clients five thousand five hundred (5,500) 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 or Adult Day Health Care client with transportation services to and from the day program. The need for client assistance may be necessary because of safety, security and/or personal health reasons.

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

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

**Unit of Service: One (1) round-trip**

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

**Unit of Service: One (1) round-trip**

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

**Unit of Service: One (1) round-trip**

3. Program Requirements

Contractor agrees to:

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

**Part B: Program Amount and Payment Method**

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

The total OAA reimbursement for Assisted Transportation is ELEVEN THOUSAND DOLLARS (\$11,000). An additional EIGHT HUNDRED FIFTY DOLLARS (\$850) is added for general program support. The total maximum reimbursement for provision of the Transportation/Assisted Transportation services during the first year of the contract term (July 1, 2003 to June 30, 2004) is ELEVEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$11,850).

**III. ADULT DAY HEALTH CARE**

**Part A: Scope of Work**

1. Units of Service

Contractor agrees to provide forty-two (42) unduplicated clients with three thousand two hundred (3,200) days of attendance.

2. Unit Definitions

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

**Unit of Service: One (1) day (four(4) 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 Health Care is TEN THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$10,560). An additional SEVEN HUNDRED THIRTY-FOUR DOLLARS (\$734) is added 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 to June 30, 2004) is ELEVEN THOUSAND TWO HUNDRED NINETY-FOUR DOLLARS (\$11,294).

## **IV. DISEASE PREVENTION AND HEALTH PROMOTION PROGRAM (Wise and Well Program)**

#### **Part A: Scope of Work**

##### 1. Units of Service

Contractor agrees to provide a minimum of six hundred (600) unduplicated clients with the following services: at least two hundred seventy-five (275) units of health screenings, at least one hundred fifty (150) units of community education and at least one hundred eighty (180) units of counseling.

##### 2. Unit Definition

Health Screenings: To provide a brief examination to determine need for more in-depth medical evaluation and referral when appropriate.

**Unit of Service: One (1) hour**

**Community Education/Advocacy:** To provide educational presentations on specific health-related topics such as smoking cessation, cancer prevention, nutrition, etc.

**Unit of Service: One (1) hour**

**Counseling/Client and Family Support:** To provide advice, guidance, and casework support for clients and their families/caregivers in order to enable the clients to make more effective use of services from caregivers/programs and to provide counseling support groups and other support to families and caregivers of individuals with health related issues.

**Unit of Service: One (1) hour**

### 3. Program Requirements

The Wise and Well Program is designed to help older adults gain more knowledge about their health, to use helpful health information and community resources and to practice better lifestyle choices. The program promotes early detection, prevention and treatment of diseases such as diabetes and heart disease by providing free health screening, personal consultation and presentations which aid in the maintenance of a healthy lifestyle. Clients are encouraged to develop a personalized plan to improve and maintain their health. Part of each plan is regular participation in the programs provided by the Wise and Well Program.

Contractor shall include at least two individual screenings, plus time for preparation, distribution of supportive education materials, and follow-up.

Individual Health Screenings will be composed of:

- one (1) blood pressure screening,
- one (1) blood sugar screening,
- one (1) cholesterol screening, or
- one (1) triglycerides screening,
- one (1) body weight measurement, and
- distribution of supportive education materials

### **Part B: Program Amount and Method of Payment**

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

The maximum OAA reimbursement for provision of the Disease Prevention and Health Promotion Program is THIRTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-EIGHT DOLLARS (\$35,478). An additional THREE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS (\$3,836) is added for general program support. The total reimbursement for the Disease Prevention and Health Promotion Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is THIRTY-NINE THOUSAND THREE HUNDRED FOURTEEN DOLLARS.



(\$39,314).

## V. ALZHEIMER'S DAY CARE RESOURCE CENTER

### Part A: Scope of Work

#### 1. Units of Service

Contractor agrees to provide sixty-eight (68) unduplicated clients with the following services: six thousand (6,000) days of attendance, forty (40) support group sessions, five hundred (500) hours of family counseling and family training, one (1) community education session, twenty-five (25) in-service staff training sessions, and twelve (12) professional service provider presentations.

#### 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 Sessions:** Sessions conducted for caregivers through caregiver support groups and other caregiver activities no less than fifty times per year by staff associated with the ADCRC or by arrangement with other support group providers in the local community.

**Unit of Service: One (1) session**

**Family Counseling/Family Training:** 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 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:** Professional training will be conducted 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 volunteer**

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

**Unit of Service: One (1) hour**

2. **Contractor agrees to:**

- a. Provide services to meet the special care needs of participants with dementia, specifically those 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 participants' 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 in 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 provides one-half (1/2) of the Recommended Daily Allowance (RDA) for older persons. Morning and afternoon snacks should also be available.
- e. Provide directly 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. Be involved in community outreach activities and provide Alzheimer's Disease educational and informational materials to the community.
- g. The following: in order to avoid the possibility of duplicate payments of federal funds for services provided to persons receiving OAA, CBSP, and/or USDA funding, Area Agency contract funds may not be used for Contractor's reimbursed Medi-Cal program with the exception of the Alzheimer's Day Care Resource Center program. Funds shall be utilized to subsidize the fees of seniors who are unable to pay the full cost of services.

## **Part B: Program Amount and Payment Method**

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

The total OAA reimbursement for the Alzheimer's Day Care Resource Center is SEVENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS (\$75,884). An additional EIGHT THOUSAND DOLLARS (\$8,000) is provided for general program support. The maximum reimbursement for the ADCRC Program during the first year of the contract term (July 1, 2003 to June 30, 2004) is EIGHTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS (\$83,884).

## **VI. FAMILY CAREGIVER SUPPORT PROGRAM - THE WELLNESS CENTER**

### **Part A: Scope of Work**

#### **1. Unit of Service**

The contractor agrees to provide a minimum of twenty-four (24) units of caregiver training to at least fifteen (15) unduplicated clients, a minimum of twenty-four (24) units of caregiver support group assistance to at least fifteen (15) unduplicated clients, and a minimum of thirty-six (36) units of counseling to at least eighteen (18) unduplicated clients.

#### **2. Unit Definitions**

**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**

**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**

**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**

#### **3. Program Requirements**

Contractor agrees to:

- a. Provide this service in accordance with the guidelines set forth in the Family Caregiver Support Program Request for Proposals, the Title III E Older

Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County

- b. Use funds to subsidize fees of family caregivers who are unable to pay the full cost of services.
- c. Use funds to expand existing services to include the informal family caregiver as a client for services.

**Part B: Program Amount and Payment Method**

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

The maximum OAA reimbursement for the Family Caregiver Support Program during the first year of the contract term (July 1, 2003 to June 30, 2004) shall not exceed SIXTEEN THOUSAND DOLLARS (\$16,000) for Caregiver Support Services.

**VII. FAMILY CAREGIVER SUPPORT PROGRAM – ADULT DAY SERVICES**

**Part A: Scope of Work**

1. Units of Service

Contractor agrees to provide a minimum of: one hundred forty eight (148) units of outreach, five (5) units of community education, twelve (12) units of comprehensive assessments to twelve (12) unduplicated clients, seventy-two (72) units of case management to twelve (12) unduplicated clients, forty-eight (48) units of counseling to fifteen (15) unduplicated clients, twenty-four (24) units of caregiver support group assistance to six (6) unduplicated clients, twenty-four (24) units of caregiver training to eight (8) unduplicated clients, three hundred eighty-eight (388) units of respite day health care to seven (7) unduplicated clients, two hundred sixteen (216) units of respite day care to five (5) unduplicated clients, and seventy-two (72) hours of respite care to six (6) unduplicated clients.

2. Unit Definitions

**Outreach (Service Information):** Interventions initiated by an agency or organization for 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, 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**

**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. Program Requirements

Contractor agrees to:

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

- c. 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 reimbursement for the Family Caregiver Support Program – Adult Day Services for Service Information shall be THREE THOUSAND DOLLARS (\$3,000), for Access shall be ONE THOUSAND EIGHT HUNDRED SEVENTY-SIX DOLLARS (\$1,876), for Caregiver Support shall be SIX THOUSAND TWO HUNDRED NINETY-SIX DOLLARS (\$6,296) and for Respite shall be THIRTY-FOUR THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS (\$34,828). The total maximum reimbursement for the OAA Title IIIE, Family Caregiver Support Program during the first year of the contract term (July 1, 2003, to June 30, 2004) shall be FORTY-SIX THOUSAND DOLLARS (\$46,000).

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

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

In addition, Contractor agrees to submit:

- a. Client intake forms, monthly program reports and invoices by the tenth (10<sup>th</sup>) 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 Mills-Peninsula Senior Focus for the contract term July 1, 2003 to June 30, 2005 is FOUR HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS (\$439,468).

**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

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 is prohibited by 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 for the purposes 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. *Resolution of Ambiguity.* 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.

Debbie Goodin  
Name of 504 Person - Type or Print

Mills Peninsula Health Services / Santa Fe 100 So San Mateo  
Name of Contractor(s) - Type or Print Street Address or PO Box

SAN MATEO CA CA 94401  
City State Zip Code

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

7/30/02  
Date

[Signature] AW  
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: MILLS-PENINSULA SENIOR FOCUS: ADULT DAY HEALTH CENTER, ALZHEIMER'S DAY CARE RESOURCE CENTER, THE WISE AND WELL PROGRAM AND FAMILY CAREGIVER SUPPORT PROGRAM

CONTRACT PERSON: LYNDA FRANCO, DIRECTOR  
ADULT DAY HEALTH CENTER/ADCRC  
PHONE: 696-3660

MAUREEN DUNN, DIRECTOR  
THE WELLNESS CENTER  
PHONE: 696-4198

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, Transportation and ADCRC), please call Sandy Cohen at 573-2621. If you have any questions about Disease Prevention or Family Caregiver Program call Lori Swcney 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	110	Meals	3,200 @ \$3.56/meal	\$11,392	n/a	n/a	\$11,392
Assisted Transportation	50	Nutrition Education One trip	4 \$2.00/trip	\$11,000	n/a	\$850	\$11,850
Adult Day Health Care	42	Days	3,200 @ \$3.30/day	\$10,560	n/a	\$734	\$11,294

Alzheimer's Day Care Resource Center (ADCRC)	68	Days of Att. (Day Care) Support Group Sessions Family Counseling/ Training hours Staff Training Sessions Presentations to Profess. Community Education	6,000 40 500 25 12 5	\$75,884	n/a	\$8,000	\$83,884
Disease Prevention and Health Promotion	600	Health Screening Community Education Counseling	275 150 180	\$35,4780AA	n/a	\$3,836County	\$39,314
Family Caregiver Support Program/ Day Services	--- 24 29 18	Service Information Access Caregiver Support Respite	153 84 96 2,488	\$46,000	n/a	n/a	\$46,000
Family Caregiver/ Wellness Center	48	Caregiver Support	84	\$16,000	n/a	n/a	\$16,000 \$219,734 (2003-04)
<b>2-YEAR TOTAL CONTRACT AMOUNT (2003-05)</b>							<b>\$439,468</b>

\*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Mills Remedy Services
Contact Person: Forest Malahoff
Address: 190 So San Mateo Dr.
SAN MATEO, CA 94401
Phone Number: 650 696 4274 Fax Number: 650-696-4638

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 Mateo, CA.

Signature
Title

Name (Please Print)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/01/03

<b>PRODUCER</b> A.J. Gallagher & Co/Comm Lines CA Lic# 0726293 (925)460-9900 4301 Hacienda Dr. #300 Pleasanton, CA 94588-9101	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Mills Peninsula Health Services 1783 El Camino Real Burlingame, CA 94010	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>United States Fire Ins Company</b></td> <td><b>21113</b></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>United States Fire Ins Company</b>	<b>21113</b>	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <b>United States Fire Ins Company</b>	<b>21113</b>												
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	ADD'L INSR	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 \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
<b>A</b>		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car	133665859	07/31/03	07/31/04	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">WC STATU-TORY LIMITS</td> <td style="width:50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Evidence of coverage as respects Mills Peninsula Senior Focus Agreement to provide nutrition and transportation services.**

**CERTIFICATE HOLDER**

County of San Mateo  
 225 West 37th Avenue  
 San Mateo, CA 94403

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Carol L. Cole*

## **IMPORTANT**

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

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

## **DISCLAIMER**

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

SUTTER INSURANCE SERVICES CORPORATION

Grosvenor Center, Mauka Tower

737 Bishop Street #2100

Honolulu, HI 96813

For further information referencing this Certificate, contact:

Sutter Health Risk Management Department (916) 286-6520

CERTIFICATE OF COVERAGE

CERTIFICATE NO. 03-1-118

ISSUE DATE: January 1, 2003

NAME OF INSURED

Mills Peninsula Health Services

Senior Focus, Inc.

San Mateo Drive

San Mateo, CA 94401

COVERAGE

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF COVERAGE

Healthcare Professional Liability & Commercial General Liability

SISCO (Claims made):

LIMIT:

Primary: SIS 2003-1

\$1,000,000/Claim

Retroactive Date: 4/1/94 (MPHS)

CERTIFICATE EFFECTIVE DATE: 01/01/03

CERTIFICATE EXPIRATION DATE: 01/01/04

REASON FOR INTEREST

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

CERTIFICATE HOLDER

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

CANCELLATION

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

Authorized Representative





STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

NUMBER 1993-K

# CERTIFICATE OF CONSENT TO SELF-INSURE

MILLS-PENINSULA HEALTH SERVICES (a California corporation)  
THIS IS TO CERTIFY, That Subsidiary of Sutter Health

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

This certificate may be revoked at any time for good cause shown.\*



EFFECTIVE:

THE 1st DAY OF February, 19 2000

  
MARK B. ASHCRAFT  
DIRECTOR

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA

  
STEPHEN J. SMITH  
DIRECTOR

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
OMBUDSMAN OF SAN MATEO, INC.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
OMBUDSMAN OF SAN MATEO, INC., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, 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 FOUR HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED FOUR DOLLARS (\$422,104).

**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 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. 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 (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.**

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 . . . 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) Comprehensive General Liability . . . . .   | \$2,000,000 |
| (b) Motor Vehicle Liability Insurance . . . . . | \$2,000,000 |
| (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 laws; payment of Permits/Licenses.**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and local laws, 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 rules and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions relating 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 job classification, selection, compensation, performance evaluation, and management relations for 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, 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 . . . . and a description of the . . . . Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-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 37 ...  
San Mateo, CA 94403

**In the case of Contractor, to:**  
Ombudsman of San Mateo, Inc.  
Elizabeth L. Irwin, Executive Director  
300 Piedmont Avenue, #425  
San Bruno, CA 94066

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

OMBUDSMAN OF SAN MATEO, INC.

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

Date: 7/21/03

## SCHEDULES A and B

### OMBUDSMAN OF SAN MATEO, INC. 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): an Ombudsman 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. OMBUDSMAN PROGRAM OF SAN MATEO, INC.

##### Part A: Scope of Work

##### 1. Units of Service

Contractor agrees to provide a minimum of seven thousand five hundred (7,500) units of Complaint/Abuse Investigation and Facility Monitoring for a minimum of one thousand two hundred (1,200) unduplicated cases, a minimum of five hundred (500) units of Community Education/Advocacy, and nine hundred (900) hours of Volunteer Recruitment, for recruiting a minimum of twelve (12) volunteers.

##### 2. Unit Definition

**Complaint/Abuse Investigation and Facility Monitoring:** To participate in activities related to receiving, verifying, investigating, and resolving a complaint. Includes all hours spent in facilities by staff or volunteers, traveling to or from facilities, and completing required records.

**Unit of Service: One (1) hour**

**Community Education:** To provide in-service training, consultation and information to facility staff, resident councils, community groups, families and individuals regarding long-term care.

**Unit of Service: One (1) hour**

**Volunteer Recruitment:** To engage in activities directed towards the recruitment and training of volunteer workers (need not be over sixty (60) years of age).

**Unit of Service: One (1) hour**

##### 3. Program Requirements



Contractor agrees to provide Ombudsman Services in accordance with the California Department of Aging and the Area Agency on Aging requirements.

**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 Ombudsman Program is ONE HUNDRED SIXTY-SEVEN THOUSAND SIXTY-SEVEN DOLLARS (\$167,067). An additional FOURTEEN THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$14,765) is added for general program support and a one-time only amount of FIFTY-EIGHT THOUSAND FOUR HUNDRED AND FORTY DOLLARS (\$58,440) in State funds is added for volunteer training. The total reimbursement for the Ombudsman Program during the first year of the contract term (July 1, 2003 to June 30, 2004) is TWO HUNDRED FORTY THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS (\$240,272).

---

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 (10<sup>th</sup>) 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 Ombudsman Program of San Mateo, Inc. during the first year of the contract term (July 1, 2003 to June 30, 2005) shall not exceed FOUR HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED FOUR DOLLARS (\$422,104).

**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 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 financial or other loss 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 is providing 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.

Privacy Uses and Disclosures by Contractor

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

Obligations of County

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

Permissible Requests by County

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

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. If the 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.

- 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, and all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

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

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

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

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or PO Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

I certify \_\_\_\_\_ the best of my knowledge.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

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

CONTRACTOR: OMBUDSMAN OF SAN MATEO COUNTY, INC.

CONTRACT PERSON: ELIZABETH IRWIN, EXECUTIVE DIRECTOR | PHONE: 742-9131

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 Craig McCulloh at 573-2480.

PROGRAM	*UNDUP CASES	SERVICE ACTIVITIES	UNITS OF SERVICE/RATE	STATE & FEDERAL FUNDING	NSIP FUNDING	COUNTY TRUST/ OTHER	TOTAL PROGRAM AMOUNT	
Ombudsman	1,200	Complaint Investigation	7,500	\$167,067	n/a	\$14,765	\$181,832	
		Community Education	500 hrs	n/a	n/a	n/a	\$58,440 (OTO 2003-04)	
		Volunteer Recruitment	900 hrs	\$58,440	n/a	n/a	\$240,272 (2003-04)	
<b>2-YEAR TOTAL CONTRACT AMOUNT (2003-05)</b>								<b>\$422,104</b>

\*UNDUP: Unduplicated; n/a: Not Applicable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Ombudsman Services of San Mateo County, Inc
Contact Person: Elizabeth (Lippy) Irwin
Address: 300 Piedmont Ave, Suite 425
San Bruno CA 94066
Phone Number: 650 742-9131 Fax Number: 650 742 9061

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 21st day of July, 2003 at San Mateo, CA (City) (State)

[Signature]
Signature

Elizabeth L. Irwin
Name (Please Print)

Executive Director
Title

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
6-2-03

PRODUCER  
**NORBERT CRONIN & CO.**  
 582 Market St. #1104  
 San Francisco, CA 94104  
 License #0158342

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  
**OMBUDSMAN PROGRAM OF SAN MATEO, INC.**  
 300 Piedmont Ave. #425  
 San Bruno, CA 94066

INSURER A: **HARTFORD INSURANCE**  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57 SBA NL1285	6-15-03	6-15-04	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57 SBA NL1285	6-15-03	6-15-04	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS   OTHER LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Employee Dishonesty (ERISA)	57 SBA NL1285	6-15-03	6-15-04	\$25,000 250 deductible

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

ADDITIONAL INSURED FOR GENERAL LIABILITY ONLY:

Aging and Adult Services, the Board of Supervisors of the County of San Mateo, the County and their agents, employees and officers.

CERTIFICATE HOLDER |  ADDITIONAL INSURED; INSURER LETTER: **A**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAN MATEO COUNTY AREA  
 AGENCY ON AGING  
 225 37th Avenue  
 San Mateo, CA 94403



Producer  
 Indemnity Excess & Surplus  
 Agency, Inc.  
 1500 NW Bethany Blv  
 Beaverton OR 97006

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Insured  
 OMBUDSMAN PROGRAM OF SAN  
 MATEO, INC  
 300 PIEDMONT AVE  
 SUITE 425  
 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.

COMPANIES AFFORDING COVERAGE

- Company letter A UNDERWRITERS AT LLOYD'S
- Company letter B
- Company letter C
- Company letter D
- Company letter E

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

Co It	Type of Insurance	Policy number	Policy Effective	Policy Expire	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY - Commercial General Liab. - Claims made - Occurrence - Owner's & contractors protective - -				General aggregate.....\$ Products-completed operations aggregate..\$ Personal & advertising injury....\$ Each occurrence.....\$ Fire damage (any one fire).....\$ Medical expense (any one person).....\$	
	AUTOMOBILE LIABILITY - Any auto - All owned autos - Scheduled autos - Hired autos - Non-owned autos - Garage liability -				CSL \$ Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property damage \$	
	EXCESS LIABILITY - Umbrella form - Other than umbrella form				Each occurrence \$ Aggregate \$	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				Statutory \$ (each accident) \$ (disease-policy limit) \$ (disease-each empl.)	
A	OTHER X PROFESSIONAL	AHJM031171	6-15-03	6-15-04	\$1,000,000 OCC.	
A	X LIABILITY	AHJM031171	6-15-03	6-15-04	\$1,000,000 AGG.	

Description of operations/locations/vehicles/special items

CLAIMS MADE  
 RETRO DATE: 6-15-01  
 DEDUCTIBLE: \$2,500

Certificate holder  
 SAN MATEO COUNTY AREA  
 AGENCY ON AGING  
 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 *James L. Smith*

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
PENINSULA VOLUNTEERS**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA  
VOLUNTEERS, hereinafter called "Contractor";

WITNESSETH:

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

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

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

**1. Exhibits.**

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

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

**2. Services to be provided by Contractor**

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

**3. Payments.**

In consideration of the services provided by Contractor in accordance with all terms, conditions  
and specifications set forth herein and in Exhibit "A," County shall make payment to  
Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves  
the right to withhold payment if the County determines that the quantity or quality of the work  
performed is unacceptable. In no event shall the County's total fiscal obligation under this  
Agreement exceed ONE MILLION THIRTY-THREE THOUSAND ONE HUNDRED  
NINETY-EIGHT DOLLARS (\$1,033,198).

**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 the 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 Contractor 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 the performance of the work of this Agreement.
  
- (2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

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

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage 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 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. RECORDS AND 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 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:**  
Peninsula Volunteers  
Estelle Hoffman, President  
800 Middle Avenue  
Menlo Park, CA 94025

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

COUNTY OF SAN MATEO

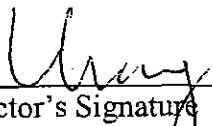
By: \_\_\_\_\_  
Rose Jacobs Gibson  
President, Board of Supervisors, San Mateo County

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

ATTEST:

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

PENINSULA VOLUNTEERS

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

Date: 7/29/03

## SCHEDULES A and B

### PENINSULA VOLUNTEERS 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 on Wheels Programs, an Assisted Transportation Program, an Adult Day Care Program and an Alzheimer's Day Care Resources Center Program. Services described in this Schedule A/B reflect program performance requirements (units of service) and funding for fiscal year July 1, 2003 through June 30, 2004. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

#### I. CONGREGATE NUTRITION

##### Part A: Scope of Work

##### 1. Units of Service

Contractor agrees to provide one hundred sixty (160) unduplicated clients with eleven thousand two hundred (11,200) senior congregate meals, one hundred fifty (150) Nutrition Services Incentive Program (NSIP) only meals for non-senior volunteers and adults with disabilities, and four (4) nutrition education programs.

##### 2. Meals

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

**Unit of Service: One (1) meal**

**Nutrition Education** shall provide regularly scheduled educational programs on nutrition and health 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, Section 89000, 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 non-senior meal.

The maximum combined OAA and NSIP reimbursement for the Congregate Nutrition Program is THIRTY-NINE THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$39,872). The maximum NSIP only reimbursement is EIGHTY DOLLARS (\$80). Total maximum reimbursement for the Congregate Nutrition Program during the first year of the contract term (July 1, 2003 to June 30, 2004) is THIRTY-NINE THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS (\$39,952).

## **II. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS**

### **Part A: Scope of Work**

#### **1. Units of Service**

Contractor agrees to provide five hundred forty-seven (547) unduplicated senior clients with fifty-nine thousand five hundred (59,500) senior home delivered meals, eight thousand five hundred (8,500) supplemental home delivered meals for non-senior clients, four (4) nutrition education presentations, and fifty (50) units of nutrition counseling.

#### **2. Unit Descriptions**

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

**Units of Service: One (1) meal**

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

**Unit of Service: One (1) presentation**

**Nutrition Counseling:** To provide individual dietary evaluation and counseling performed by a dietitian or nutritionist, which relate 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. Provide nutrition counseling for clients of Meals on Wheels and Supplemental Meals on Wheels who require the service, are referred by physician's order for the Nutritional Screening Initiative to be at risk.
- d. Participate in Meals on Wheels Coalition meetings.

**Part B: Program Amount and Payment Method**

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

The maximum combined OAA and NSIP reimbursement for senior home delivered meals (Meals on Wheels) is TWO HUNDRED EIGHTY-TWO THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$282,625). Additional funding of TEN THOUSAND EIGHT HUNDRED SIX DOLLARS (\$10,806) is provided for general program support. The total reimbursement for senior home delivered meals (Meals on Wheels) during the first year of the contract term (July 1, 2003, to June 30, 2004) is TWO HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS (\$293,431).

The maximum reimbursement for provision of non-senior home delivered meals (Supplemental Meals on Wheels) is FORTY-EIGHT THOUSAND SIX HUNDRED TWENTY DOLLARS. Additional funding of ONE THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS (\$1,816) is provided for general program support. The total maximum reimbursement for non-senior home delivered meals (Supplemental Meals on Wheels) during the first year of the contract term (July 1, 2003 to June 30, 2004) is FIFTY THOUSAND FOUR HUNDRED THIRTY-SIX DOLLARS (\$50,436).

Total reimbursement for Meals on Wheels and Supplemental Meals on Wheels during the first year of the contract term (July 1, 2003 through June 30, 2004) is THREE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED SIXTY-SEVEN DOLLARS (\$343,867).

**III. TRANSPORTATION/ASSISTED TRANSPORTATION**

Peninsula Volunteers – Schedule B

**Part A: Scope of Work**

1. Quantity of Services

Contractor agrees to provide one hundred (100) unduplicated clients with fourteen thousand five hundred (14,500) 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:** Program will arrange and/or personally escort or assist an Adult Day 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 a client with access to weekly Brown Bag food program using agency owned/operated vehicle.

**Unit of Service: One (1) round-trip**

3. Other Program Requirements

Contractor agrees to:

- a. Coordinate 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-NINE THOUSAND DOLLARS (\$29,000). An additional TWO THOUSAND EIGHT HUNDRED DOLLARS (\$2,800) is added for general program support. The total maximum reimbursement for provision of the Assisted Transportation services during the first year of the contract term (July 1, 2003 to June 30, 2004) is THIRTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$31,800).

## **IV. ADULT DAY CARE PROGRAM**

### **Part A: Scope of Work**

#### 1. Units of Service

Contractor agrees to provide one hundred fifty (150) unduplicated clients with nine thousand four hundred (9,400) days of attendance.

#### 2. Unit Definitions

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

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

#### 3. Program Requirements

Contractor agrees to:

- a. Be licensed by the State of California and conform to State regulations.
- b. Make arrangements for transporting clients to and from the site through the use of an agency owned and operated vehicle or by arrangement with 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 is THIRTY-ONE THOUSAND TWENTY DOLLARS (\$31,020). An additional THREE THOUSAND NINE HUNDRED SIXTY DOLLARS (\$3,960) is added for general program support. The total maximum reimbursement for provision of the Adult Day Care Program during the first year of the contract term (July 1, 2003 to June 30, 2004) is THIRTY-FOUR THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$34,980).

V. **ALZHEIMER'S DAY CARE RESOURCE CENTER**

**Part A: Scope of Work**

1. Units of Service

Contractor agrees to provide fifty-one (51) unduplicated clients with one thousand eight hundred (1,800) days of attendance, thirteen (13) support group sessions, two hundred fifty (250) hours of family counseling and family training, and one (1) community education session.

2. Unit Definitions

**Alzheimer's Program:** Program will 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 be conducted through caregiver support groups and other caregiver activities no fewer than nine times per year by staff associated with the ADCRC or by arrangement with other support group providers in the local community.

**Unit of Service: One (1) session**

**Family Counseling/Family Training:** 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:** Professional training will be conducted 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 participants' 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 a 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 provides one-third of the Recommended Dietary Allowance (RDA) for older persons. Morning and afternoon snacks should also be available.
- e. Provide or arrange for transportation so that clients can get to the ADCRC site. If the 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. Be involved in 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 SIXTY THOUSAND DOLLARS (\$60,000). An additional SIX THOUSAND

Peninsula Volunteers – Schedule B

DOLLARS (\$6,000) is provided for general program support. The maximum reimbursement for the ADCRC Program during the first year of the contract term (July 1, 2003, to June 30, 2004) is SIXTY-SIX THOUSAND DOLLARS (\$66,000).

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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 form as appropriate, monthly program reports and invoices by the tenth (10<sup>th</sup>) 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 Peninsula Volunteers for the contract term July 1, 2003 to June 30, 2005, is ONE MILLION THIRTY-THREE THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS (\$1,033,198).

**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 mean “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, employee, or other person 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 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.

- 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. 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.

LESLIE WONG

Name of 504 Person - Type or Print

PENINSULA VOLUNTEERS, INC.

Name of Contractor(s) - Type or Print

800 MIDDLE AVENUE

Street Address or PO Box

MENLO PARK

City

CA 94025

State

Zip Code

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

7/24/03

Date

Wong (PRESIDENT)

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: PENINSULA VOLUNTEERS, INC.

CONTRACT PERSON: KAROLINE DeMARTINI, EXECUTIVE DIRECTOR

PHONE: 326-2025, EXT. 223

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, Adult Day Care, and ADCRC and Transportation), please call Sandy Cohen at 573-2621. If you have any questions about Meals on Wheels and Supplemental Meals on Wheels, please call Lynda Witzel at 573-2205.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNITS OF SERVICE/RATE	STATE & FEDERAL FUNDING	NSIP FUNDING (\$53)	COUNTY TRUST/ OTHER	TOTAL PROGRAM TOTAL
Congregate Nutrition	160	Meals	11,200 @ \$3.56/meal 4	\$39,872	n/a	n/a	\$39,872
NSIP Non Senior Volunteers Non Senior with Disabilities	n/a	Nutrition Education Meals	150	n/a	\$80	n/a	\$80
Senior Home Delivered Meals	547	Meals	59,500 @ \$4.75/meal	\$282,625	n/a	\$10,806	\$293,431
Non-Senior Home Delivered Meals	n/a	Nutrition Counsel Nutrition Education Meals	8,500 @ \$5.72/meal		n/a	\$48,620 \$1,816	\$50,436

Assisted Transportation	100	One trip	14,500 @ \$2.00/trip	\$29,000	n/a	\$2,800	\$31,800	
Adult Day Care	150	One Day (4 hour minimum)	9,400 @ \$3.30/day	\$31,020	n/a	\$3,960	\$34,980	
ADCRC Alzheimer's Day Care Resource Ctr.	51	Days of Attendance Support Group (Sessions) Family Counseling / Training hours Community Ed. Session	1,800 13 250 1	\$60,000	n/a	\$6,000	\$66,000  \$516,599 (2003-04)	
<b>2-YEAR TOTAL CONTRACT AMOUNT (2003-05)</b>								<b>\$1,033,198</b>

\*UNDUP: Unduplicated; n/a: Not Applicable

# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: PENINSULA VOLUNTEERS, INC.  
Contact Person: SHERLIE BWA  
Address: 800 MIDDLE AVENUE  
MENLO PARK, CA 94025  
Phone Number: 650.326.0665 Fax Number: 650.326.9547

### 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 29 day of JULY, 2003 at MENLO PARK, CA  
(City) (State)

  
Signature

LESLIE WONG  
Name (Please Print)

PRESIDENT  
Title

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/01/2003

PRODUCER (650)341-4484 FAX (650)341-4465  
Business Professional Ins. Assoc. Inc.  
1519 South B Street  
San Mateo, CA 94402

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 Peninsula Volunteers  
800 Middle Avenue  
Menlo Park, CA 94025

INSURER A: Riverport Insurance  
INSURER B: State Compensation Insurance Fund  
INSURER C: US Liability Insurance  
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RP0003551	02/01/2003	02/01/2004	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RP0003551	02/01/2003	02/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	RPX0003552	02/01/2003	02/01/2004	EACH OCCURRENCE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1699086	07/01/2003	07/01/2004	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER Director & Officers and Employment Practices Liability	ND01030292A	02/01/2003	02/01/2004	\$2,000,000 - \$5,000 Deductible \$2,000,000 - \$7,500 Deductible

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 their interests may appear  
Additional Insured applies to General Liability policy only, per form CG 2026 11/85

Ten [10] day notice of cancellation for non-payment of premium shall apply.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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 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

Virginia Fontana/SANDEE

*Virginia Fontana*

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
SELF-HELP FOR THE ELDERLY**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between the COUNTY OF SAN MATEO, hereinafter called "County," and SELF-HELP  
FOR THE ELDERLY, hereinafter called "Contractor";

WITNESSETH:

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

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

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

**1. Exhibits.**

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

Exhibit A—Services

    —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 FIVE HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS (\$552,928).

**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. Termination for Unavailability of Funding.**

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

**6. Relationship of Parties.**

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

**7. Indemnification.**

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

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

**8. Assignability and Subcontracting.**

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

**9. Insurance.**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **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) Automobile Liability Insurance .....    | \$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 . . . . . 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 . . . . . 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 . . . . . 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 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:**  
Self-Help for the Elderly  
Helen Yuen, Director  
407 Sansome Street, Suite 300  
San Francisco, CA 94111-3112

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

COUNTY OF SAN MATEO

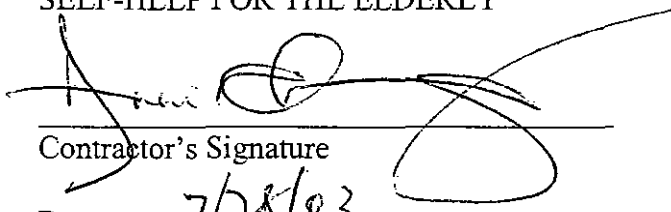
By: \_\_\_\_\_  
Rose Jacobs Gibson  
President, Board of Supervisors, San Mateo County

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

ATTEST:

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

SELF-HELP FOR THE ELDERLY

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

Date: 7/28/03

## SCHEDULES A and B

### SELF-HELP FOR THE ELDERLY 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, a Meals on Wheels and Supplemental Meals Program, a Nutrition Counseling Program, a Case Management Program, and Health Insurance Counseling and Advocacy Program. Services described in this Schedule A/B reflect program performance requirements (units of service) and funding during fiscal year July 1, 2003 through June 30, 2004. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be utilized to subsidize the fees of seniors who are unable to pay the full cost of services.

#### I. CONGREGATE NUTRITION

##### Part A: Scope of Work

##### 1. Units of Service

Contractor agrees to provide one thousand three hundred (1,300) unduplicated clients with seventeen thousand six hundred (17,600) senior congregate meals, one hundred fifty (150) Nutrition Services Incentive Program (NSIP) only meals for non-senior volunteers and adults in congregate programs (four (4) at each of the two sites).

##### 2. Unit D.

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

**Unit of Service: One (1) meal**

**Nutrition Education:** 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 SIXTY-TWO THOUSAND SIX HUNDRED AND FIFTY-SIX DOLLARS (\$62,656). The maximum NSIP only reimbursement is EIGHTY DOLLARS (\$80). Total maximum reimbursement for the Congregate Nutrition Program during the first year of the contract term (July 1, 2003 to June 30, 2004) is SIXTY-TWO THOUSAND SEVEN HUNDRED THIRTY-SIX DOLLARS (\$62,736).

## **II. MEALS ON WHEELS AND SUPPLEMENTAL MEALS**

### **Part A: Scope of Work**

#### **1. Units of Service**

Contractor agrees to provide sixty (60) unduplicated senior clients with three thousand seven hundred fifty (3,750) senior home delivered meals, three hundred (300) supplemental home delivered meals to non-senior clients, four (4) nutrition education presentations, and four (4) units of nutrition counseling.

#### **2. Meals**

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

**Unit of Service: One (1) presentation**

**Nutrition Counseling:** To provide individual dietary evaluation and counseling performed by a dietitian or nutritionist, 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 physician's 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 Amount and Payment Method**

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

The maximum combined OAA and NSIP reimbursement for senior home delivered meals is SEVENTEEN THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS (\$17,813). Additional funding of ONE THOUSAND THREE HUNDRED FIFTEEN DOLLARS (\$1,315) is provided for general program support. The total maximum reimbursement for senior home delivered meals (Meals on Wheels) during the first year of the contract term (July 1, 2003 through June 30, 2004) is NINETEEN THOUSAND ONE HUNDRED TWENTY-EIGHT DOLLARS (\$19,128).

The maximum reimbursement for provision of non-senior home delivered meals is ONE THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS (\$1,716). Additional funding of ONE HUNDRED SIXTY-FOUR DOLLARS (\$164) is provided for general program support. The total maximum reimbursement for non-senior home delivered meals (Supplemental Meals on Wheels) during the first year of the contract term (July 1, 2003 through June 30, 2004) is ONE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$1,880).

Total reimbursement for Meals on Wheels and Supplemental Meals on Wheels during the first year of the contract term (July 1, 2003 through June 30, 2004) is TWENTY-ONE THOUSAND EIGHT DOLLARS (\$21,008).

### **III. NUTRITION COUNSELING AND BLOOD PRESSURE SCREENING**



## Part A: Scope of Work

### 1. Contract Description

Contractor agrees to provide seventy-five (75) unduplicated clients with the following services: twenty-four (24) hours of nutrition counseling and twelve (12) hours of community education.

### 2. Unit Definitions

**Nutrition Counseling:** As defined in the MIS Manual this service will provide individual dietary evaluation and counseling performed by a dietitian/nutritionist, which relates to normal or therapeutic nutritional needs. Additionally, blood pressure screening will be included in this service at the nutrition site each month. Nutritional counseling may be either in person or by telephone.

**Unit of Service: One (1) hour**

**Community Education:** To provide regularly scheduled programs on nutrition, diet and health promotion issues. Programs and materials are to be approved by a qualified dietitian/nutritionist. Methods of education may include demonstrations, presentations, or small group discussions for congregate program participants.

Handout materials may be used as the sole education component for home delivered meal program participants. Assumes one (1) hour preparation and presentation time per month.

**Unit of Service: One (1) hour**

### 3. Program Requirements

Contractor agrees to:

- a. Provide a trilingual (English, Cantonese, and Mandarin) Registered Nurse through the Self-Help Home Care and Hospice, a division of Self-Help for the Elderly, to administer a nutrition counseling and blood pressure screening program on a monthly basis primarily to the Chinese-speaking participants of the Central County;
- b. Offer linguistically appropriate monthly health education classes to these same Chinese-speaking participants;
- c. Use a plan and/or outline for each community education presentation;
- d. Provide ongoing supervision to the Registered Nurse;
- e. Document client contact with client intake forms and case notes on each follow-up screening;
- f. Adhere to nutrition counseling and blood pressure screening protocols of the San Mateo County Public Health Division; and

- g. Refer all individuals who appear to meet agency criteria for Case Management Services.

Aging and Adult Services shall:

- a. Define for this program the necessary protocols of the San Mateo County P. . . . . Division and offer updates on policies or regulatory information changes; and
- b. Assign Aging and Adult Services Community Liaison/Social Worker initially to provide orientation to Aging and Adult Services standards/community resources/etc.

#### **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 provision of the Nutrition Counseling Program is FOUR THOUSAND DOLLARS (\$4,000). Additional funding of FOUR HUNDRED DOLLARS (\$400) is provided for general program support. Total maximum reimbursement for provision of the Nutrition Counseling Program during the first year of the contract term (July 1, 2003 to June 30, 2004) is FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400).

### **IV. CASE MANAGEMENT**

#### **Part A: Scope of Work**

##### 1. Units of Service

Contractor agrees to provide fifty (50) unduplicated clients with the following services: One hundred (100) units of comprehensive assessments, thirty-seven (37) units of care planning, seven hundred (700) units of case monitoring, and eighty-five (85) units of general assessments.

##### 2. Unit Definitions

**Comprehensive Assessment:** To collect information about a client with multiple needs (social, environmental, physical and emotional), identify problems, determine eligibility and needed supportive services to meet those needs. Additional outcomes of the assessment are a determination of a client's functional capacity to live independently, the system, if any, that supports independent functioning, and what additional assistance is needed to sustain as much independence as possible. The assessment must be conducted in a home visit with the client by a case management social worker. When appropriate, an informal support person may be in attendance.

**Unit of Service: One (1) hour**

**Care Planning:** To write an individualized plan of care and services based on a comprehensive assessment of the client's condition and/or resources. Develop an agreement between client and case manager regarding identified problems, the outcomes to be achieved and the services to be purchased in support of the plan.

**Unit of Service: One (1) hour**

**Case Monitoring:** To determine quality and effectiveness of services provided to a client according to an individualized care plan; to maintain periodic client contact to determine if change has occurred; and to take appropriate action including advocacy, referral, encouraging, and assisting the client to overcome barriers to access.

**Unit of Service: One (1) hour**

**General Assessment:** To collect information about a client with multiple needs (social, environmental, physical, and emotional), identify problems, determine eligibility and needed support services to meet those needs. Does not require a home visit.

**Unit of Service: One (1) hour**

3. . . .

Contractor agrees to:

- a. Employ a full-time, licensed bilingual social worker who shall function as a liaison between Aging and Adult Services (AAS) and the Self-Help for the Elderly community, specifically the monolingual, Asian community of San Mateo County; provide ongoing supervision to the social worker;
- b. Assure that the monolingual Chinese community is aware of the availability of social work services for at-risk older adults and adults with disabilities and encourage the use of those services;
- c. Provide local access to TIES line services; social worker shall attend the Adult Abuse Prevention Collaborative;
- d. Provide short-term case management services, especially for monolingual Asian at-risk older adults and adults with disabilities, that are consistent with Aging and Adult Services Response Criteria (case duration limited to three (3) months, unless authorization to exceed time limit is requested and received from AAS);
- e. Coordinate with AAS on short-term case management cases, as needed;
- f. Refer all cases of suspected elder and dependent adult abuse to AAS;
- g. Provide translation assistance for elder abuse cases involving monolingual, Asian clients referred to AAS; refer all appropriate cases who have received either general or comprehensive assessments when it appears they are in need of direct County services (e.g., IHSS, conservatorship) to the County's Central Intake Unit or TIES; and

Self-Help for the Elderly

- h. Provide back-up coverage when the social worker is on vacation, on sick leave, or out of the office during normal business hours. Back-up person shall have access to and be able to present information from client files to Adult Protective Services, Police, Fire, and other appropriate professionals.

Aging and Adult Services shall:

- a. Accept appropriate referrals from Self-Help liaison; investigate, complete reports, and follow-up, as necessary, on all suspected elder and dependent adult abuse reported by the Self-Help liaison; and
- b. Assign AAS Community Liaison/Social Worker for consultation purposes. This role shall include, but not be limited to: orientation to AAS standards, information about community resources, case consultation as needed, case review on a minimum of a quarterly time frame for utilization review, and provision of updates on policies and/or regulatory changes.

**Part B: Program Total and Payment Method**

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

The maximum OAA reimbursement for provision of the Case Management Program is FORTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$41,200). Additional funding of FOUR THOUSAND ONE HUNDRED TWENTY DOLLARS (\$4,120) is provided for general program support. Total maximum reimbursement for the Case Management Program during the first year of the contract term (July 1, 2003 through June 30, 2004) is FORTY-FIVE THOUSAND THREE HUNDRED TWENTY DOLLARS (\$45,320).

**V. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)/ INFORMATION, COUNSELING, AND ASSISTANCE (ICA)**

**Part A: Scope of Work**

1. Units of Service

Contractor agrees to provide a minimum of sixty-two (62) community education presentations on Medicare-related issues to a minimum of two thousand five hundred (2,500) persons, counseling and informal advocacy with a core of twenty-five (25) trained volunteer counselors for one thousand seven hundred (1,700) hours of direct counseling to one thousand five hundred (1,500) unduplicated clients at any of twenty-eight (28) counseling sites, including senior centers, medical centers, and the District Social Security Office. Additionally, volunteer counselors will provide six hundred fifty (650) hours devoted to research, casework, follow-up, training, and giving presentations.

2. Unit Definitions

**Community Education:** Provide community education to the public on Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health care coverage plans.

**Unit of Service: One (1) presentation**

**Counseling and Informal Advocacy:** Provide direct counseling and informal advocacy with respect to Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health coverage plans.

**Unit of Service: One (1) hour**

### 3. Program Requirements

#### **HICAP**

- a. Two (2) to five (5) new volunteer counselors will be trained and complete internship with an experienced counselor.
- b. Coordination with other Elder Abuse Prevention Programs: Contractor will build upon its ongoing relationship with the various programs and agencies involved with elder abuse prevention and elder rights education in the county. Related activities include coordination of community education programs, participation in programs sponsored by the Minority Elders Committee of the Commission on Aging, and sharing of resources with Long-Term Care Ombudsman and similar programs.
- c. Home counseling will be available for clients who are homebound and unable to access other counseling sites.

#### **ICA**

**Outreach Action Plan:** Working closely with the HICAP of San Mateo Advisory Committee, the program will continue to implement an Outreach Action Plan targeted at reaching three hundred sixty (360) non-white clients.

**Toll-Free Number:** HICAP of San Mateo will maintain its county-specific, toll-free number to enhance service to north county and coastside Medicare beneficiaries.

**Quarterly Newsletter:** HICAP will continue to produce a quarterly newsletter highlighting important HICAP-related developments of interest. Distribution of this newsletter will reach a minimum of five hundred (500) contacts per issue, including individuals in underserved areas of non-white communities. The newsletter will be produced at least two months apart, four times per year.

**HICAP Brochures and Materials:** Five thousand (5,000) new HICAP brochures will be printed in English, Spanish, and Chinese.

A comprehensive Medicare Risk HMO information chart developed by HICAP staff will be updated and distributed. The brochures and materials will be distributed to churches, community-based organizations, counseling sites, libraries, and food banks with the goal of reaching six thousand (6,000) people throughout the community.

Self-Help for the Elderly

HICAP will develop and strengthen relationships with libraries and senior centers through increased and continued contact with directors of these facilities.

**Part B: Program Total and Payment Method**

The Area Agency on Aging will pay contractor in consideration of services rendered at the rate of one-twelfth of : - . . . . . this program per month.

The maximum OAA reimbursement for HICAP is ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000). Additional reimbursement of THIRTEEN THOUSAND DOLLARS (\$13,000) is provided for general program support. The total maximum reimbursement for the HICAP Program during the first year of the contract term (July 1, 2003, to June 30, 2004) is ONE HUNDRED FORTY-THREE THOUSAND DOLLARS (\$143,000).

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

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

In addition, Contractor agrees to submit:

- a. Client intake forms, monthly program reports and invoices by the tenth (10<sup>th</sup>) of
- 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 Self-Help for the Elderly for the contract term of July 1, 2003 to June 30, 2005, is FIVE HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS (\$552,928).

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

D.

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

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

Obligations and Activities of Contractor

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

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

Permitted Uses and Disclosures by Contractor

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

Obtaining Consent 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 to the notice of privacy practices 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 further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protection Health Information.

### Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. 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.

Anni Chung

Name of 504 Person - Type or Print

Self-Help for the Elderly

Name of Contractor(s) - Type or Print

San Francisco,

City

407 Samsome Street, San Francisco, CA 94111

Street Address or PO Box

CA

State

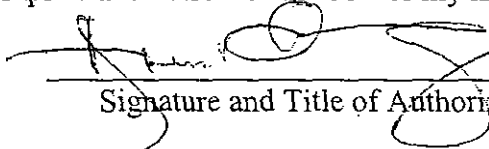
94111-3112

Zip Code

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

July 28, 2003

Date

 President & CEO  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: Self-Help for the Elderly  
Contact Person: Helen Yuen  
Address: 407 Sansome Street, San Francisco, CA 94111-3112  
Phone Number: (415) 982-9171 Fax Number: (415) 296-0313

### 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.~~

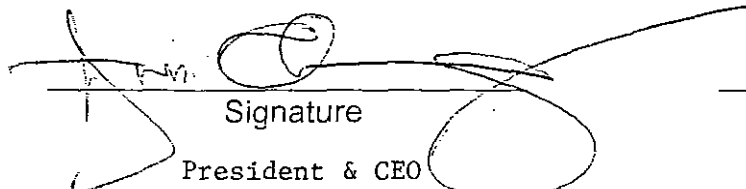
### III Equal Benefits Compliance (Check one)

- 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 28th day of July, 2003 at San Francisco, CA  
(City) (State)

  
\_\_\_\_\_  
Signature  
President & CEO  
\_\_\_\_\_  
Title

Anni Chung  
\_\_\_\_\_  
Name (Please Print)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/30/03

PRODUCER LIC #0649666 1-925-463-9672  
Tanner Insurance Brokers, Inc.  
4670 Willow Road, Ste 250  
Pleasanton, CA 94588

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  
Self Help for the Elderly  
407 Sansome Street  
San Francisco, CA 94111

INSURER A: Lexington Insurance Co.  
INSURER B: Zenith Insurance Company  
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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" 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	9911440	07/01/03	07/01/04	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	20478828802	01/01/03	01/01/04	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	<b>OTHER Professional Liab</b>	9911439	07/01/03	07/01/04	Aggregate 3,000,000

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

\*30 day notice except 10 days for non-payment

## CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

## CANCELLATION

San Mateo County Area  
255 West 37th Avenue  
San Mateo, CA 94403

USA

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)  
06/25/2003

<b>PRODUCER</b> 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.
<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> Self Help for the Elderly 407 Sansome St. Suite 300 San Francisco, CA 94111	(INSURER A: Nonprofits' United INSURER B: National Union Fire Insurance Company INSURER C: Lexington Insurance Company INSURER D: INSURER E:

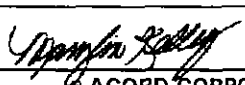
**COVERAGES**

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
	<b>GENERAL LIABILITY</b> <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 \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	1234	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) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
<b>B</b>	<b>EXCESS LIABILITY -AUTO</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <b>C</b> <input checked="" type="checkbox"/> 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 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU- TORY LIMITS   OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>OTHER</b> Physical Damage	1234	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.

<b>CERTIFICATE HOLDER</b> San Mateo County Area Agency on Aging 250 West 37th Avenue San Mateo, CA 94033	<b>ADDITIONAL INSURED; INSURER LETTER:</b>  <b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>PHONE</del> MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT <del>BY THE ISSUING INSURER</del> OR REPRESENTATIVE. 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 named as additional insureds shown on the Certificates of Insurance.

***Premium Payments:***

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

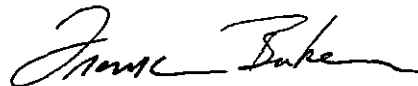
***Insured and Policy Number:***

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 services 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 Rules is changed by adding the following:

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
SENIOR COASTSIDERS**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between the COUNTY OF SAN MATEO, hereinafter called "County," and SENIOR  
COASTSIDERS, 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 SEVENTY-FIVE THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS (\$275,958).

**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. 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 claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

**8. Assignment of Agreement.**

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

**9. Insurance.**

The Contractor shall not commence work or be required to . . . . . 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 . . . . . full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

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

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

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

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, 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 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:**  
Senior Coastsiders  
Victor Tigerman, Board Member  
P.O. Box 859  
535 Kelly Avenue  
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

SENIOR COASTSIDERS

Victor Tigerman  
Contractor's Signature

Date: 7/23/03

## SCHEDULES A and B

### SENIOR COASTSIDERS 2003-2005

#### DESCRIPTION OF SERVICES

During the contract period, July 1, 2003 . . . . . 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, a Transportation Program, and a Case Management 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 two hundred fifty (250) unduplicated clients with eight thousand five hundred (8,500) senior congregate meals and four (4) nutrition education programs.

##### 2. Unit Definitions

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

**Unit of Service: One (1) meal**

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

**Unit of Service: One (1) presentation**

##### 3. 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.

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 THIRTY THOUSAND TWO HUNDRED SIXTY DOLLARS (\$30,260).

## **II. MEALS ON WHEELS AND SUPPLEMENTAL MEALS**

### **Part A: Scope of Work**

#### **1. Units of Service**

Contractor agrees to provide eighty (80) unduplicated senior clients with seven thousand seven hundred fifty (7,750) senior home delivered meals, one thousand (1,000) supplemental home delivered meals to non-senior clients, six hundred (600) Saturday meals, four (4) nutrition education presentations, and four (4) units of nutrition counseling.

#### **2. Meals**

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

**Unit of Service: One (1) presentation**

**Nutrition Counseling:** To provide individual dietary evaluation and counseling performed by a dietitian or nutritionist, which relate 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 (CRUFL), and policies and procedures as

set forth in Meals on Wheels Policy (rev 11/96).

- b. Operate the program five (5) days of service each week, Monday through Friday. Weekend and extra meal service shall be provided in accordance with Meals on Wheels Policy.
- c. Provide nutrition counseling for clients of Meals on Wheels and Supplemental Meals on Wheels who require the service, are referred by physician's order for special diets and determined by the Nutritional Screening Initiative to be at risk.
- d. Participate in Meals on Wheels Coalition meetings.

### **Part B: Program Amount and Payment Method**

Aging and Adult Service will pay the contractor in consideration of services rendered the rate of FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$4.75) of combined Older Americans Act and NSIP funds per senior home delivered meal and FIVE DOLLARS AND SEVENTY-TWO CENTS (\$5.72) from the Meals on Wheels Trust per supplemental non-senior meal and FIFTY-THREE CENTS (\$.53) per NSIP only meal.

The maximum combined OAA and NSIP reimbursement for senior home delivered meals is THIRTY-SEVEN THOUSAND ONE HUNDRED THIRTY-ONE DOLLARS (\$37,131). Additional funding of ONE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$1,457) is provided for general program support. The total maximum reimbursement for senior home delivered meals (Meals on Wheels) during the first year of the contract term (July 1, 2003 through June 30, 2004) is THIRTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$38,588).

The maximum combined OAA and NSIP reimbursement for non-senior home delivered meals is FIVE THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$5,720). Additional funding of FOUR HUNDRED NINETY-ONE DOLLARS (\$491) is provided for general program support. The total maximum reimbursement for non-senior home delivered meals (Supplemental Meals on Wheels) during the first year of the contract term (July 1, 2003 through June 30, 2004) is SIX THOUSAND TWO HUNDRED ELEVEN DOLLARS (\$6,211).

Total reimbursement for Meals on Wheels and Supplemental Meals on Wheels during the first year of the contract term (July 1, 2003 to June 30, 2004) is FORTY-FOUR THOUSAND SEVEN HUNDRED NINETY-NINE DOLLARS (\$44,799).

## **III. TRANSPORTATION/ASSISTED TRANSPORTATION**

### **Part A: Scope of Work**

#### 1. Units of Service

Contractor agrees to provide eighty (80) unduplicated clients with eight thousand (8,000) units of transportation.



2. **Priority Trips:**

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 location using agency owned/operated vehicle or paying for paratransit services.

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

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

**Unit of Service: One (1) 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 a client with access to weekly Brown Bag food program using agency owned/operated vehicle.

**Unit of Service: One (1) round-trip**

3. **Contractor Agreement:**

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 is SIXTEEN THOUSAND DOLLARS (\$16,000). Additional funding of ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600) is provided for general program support. The total program reimbursement during the first year of the contract term (July 1, 2003 through June 30, 2004) shall not exceed SEVENTEEN THOUSAND SIX HUNDRED DOLLARS (\$17,600).

#### IV. CASE MANAGEMENT

##### Part A: Scope of Work

###### 1. Units of Service

Contractor agrees to provide fifty (50) unduplicated clients with: one hundred (100) units of comprehensive assessments, thirty-seven (37) units of care planning, seven hundred (700) units of case monitoring, eight-five (85) units of general assessments, and one hundred (100) units of support group to ten (10) unduplicated clients.

###### 2. Unit Description

**Comprehensive Assessment:** To collect information about a client with multiple needs (social, environmental, physical and emotional), identify problems, and determine needed supportive services to meet those needs.

Additional outcomes of the assessment are a determination of a client's functional capacity to live independently, the system, if any, that supports independent functioning, and what additional assistance is needed to sustain as much independence as possible. The assessment must be conducted in a home visit with the client by a case management social worker. When appropriate, an informal support person may be in attendance.

**Unit of Service: One (1) hour**

**Care Planning:** To write an individualized plan of care and services based on a comprehensive assessment of the client's condition and/or resources. Develop an agreement between client and case manager regarding identified problems, the outcomes to be achieved and the services to be arranged in support of the plan.

**Unit of Service: One (1) hour**

**Case Monitoring:** To determine quality and effectiveness of services provided to a client according to an individualized care plan; to maintain periodic client contact; to take appropriate action including advocacy and assisting the client to overcome barriers to access.

**Unit of Service: One (1) hour**

**General Assessment:** To collect information about a client with multiple needs (social, environmental, physical, and emotional), identify problems, and determine eligibility and needed support services to meet those needs. Does not require a home visit.

**Unit of Service: One (1) hour**

**Support Group:** Conduct support group and training for identified group.  
**Unit of Service:** One (1) hour

3. Program Requirements:

Contractor agrees to:

- a. Employ a three-quarter (3/4) time, licensed social worker who shall function as a liaison between Aging and Adult Services (AAS) and the Coastside Community;
- b. Provide ongoing supervision to the social worker;
- c. Assure that the Coastside Community is aware of the availability of social work services for at-risk older adults and adults with disabilities and encourages the use of those services;
- d. Provide local access to TIES line services;
- e. Provide Short Term Case Management services for at-risk older adults and adults with disabilities that are consistent with Aging and Adult Services Response Criteria (case duration limited to three (3) months, unless authorization to exceed time limit is requested and received from AAS), social worker shall attend the Adult Abuse Prevention Collaborative;
- f. Coordinate with AAS on Short Term Case Management cases, as needed;
- g. Refer all cases of suspected elder and dependent adult abuse to AAS;
- h. Refer all appropriate individuals who have received either general or comprehensive assessments when it appears they may need additional services (e.g., IHSS, conservatorship) to the County's Centralized Intake Unit or TIES; and
- i. Provide back-up coverage when the social worker is on vacation, on sick leave, or out of the office during normal business hours. Back-up person shall have access to and be able to present information from client files to Adult Protective Services, Police, Fire, and other appropriate professionals.

Aging and Adult Services shall:

- a. Accept appropriate referrals from Coastside liaison; investigate, complete reports, and follow-up, as necessary, on all suspected elder and dependent adult abuse reported by the Coastside liaison; and
- b. Assign AAS Community Liaison/Social Worker for consultation purposes. This role shall include, but not be limited to: orientation to AAS standards, policies, procedures, resources, case consultation as needed, case review on a minimum of a quarterly time frame for utilization review, and provision of updates on policies and/or regulatory changes.

**Part B: Program Total and Payment Method**

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

The maximum OAA reimbursement for provision of the Case Management Program is FORTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$41,200). Additional funding of FOUR THOUSAND ONE HUNDRED TWENTY DOLLARS (\$4,120) is provided for general program support. Total maximum reimbursement for provision of the Case Management Program during the first year of the contract term (July 1, 2003 to June 30, 2004) is FORTY-FIVE THOUSAND THREE HUNDRED TWENTY DOLLARS (\$45,320).

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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 (10<sup>th</sup>) 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 Agency and Adult Services and Senior Coastsiders for contract term July 1, 2003 to June 31, 2005 is TWO HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS (\$275,958).

**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 shall refer to Title 45 of the Code of Federal Regulations unless otherwise specified.)

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

- 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 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; 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.

Privacy Rule 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.

- 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 or expiration of this 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.

CARA SCHMALJOHN

Name of 504 Person - Type or Print

Senior Coastsiders

Name of Contractor(s) - Type or Print

535 Kelly Ave

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.

7/23/03

Date

Cara A Schmaljohn

Signature and Title of Authorized Official

EXECUTIVE DIRECTOR

\*Exception: DHHS regulations state that:



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

CONTRACTOR: SENIOR COASTSIDERS

CONTRACT PERSON: CARA SCHMALJOHN, DIRECTOR

PHONE: 726-9056

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, Meals on Wheels, Supplemental Meals on Wheels and Transportation), please call Lynda Witzel at 573-2205. If have any questions about Case Management, please call Lori Sweeney at 573-2704.

PROGRAM	*UNDUP CLIENTS	SERVICE ACTIVITIES	UNITS OF SERVICE/RATE	STATE & FEDERAL FUNDING	NSIP FUNDING (\$53)	COUNTY TRUST/ OTHER	TOTAL PROGRAM AMOUNT
Congregate Nutrition	250	Meals	8,500 @ \$3.56/meal	\$30,260	n/a	n/a	\$30,260
Transportation	80	Nutrition Education One trip	4 @ \$2.00/trip	\$16,000	n/a	\$1,600COLA	\$17,600

Senior Home Delivered Meals	80	Meals	7,750 @ \$4.75/meal	\$36,813	n/a	\$1,457	\$38,270
NSIP - Non Senior Volunteers Non Seniors with Disabilities	n/a	n/a	600 @ \$.53/meal	n/a	\$318	n/a	\$318
Non-Senior Home Delivered Meals	n/a	Nutrition Counsel Nutrition Education Meals	4 4 1,000 @ \$5.72/meal	n/a	n/a	\$491 \$5,720	\$6,211
Case Management	50	Comp. Assessment Care Planning Case Monitor General Assessment Support Group	100 37 700 85 100	\$41,200	n/a	\$4,120	\$45,320 \$137,979 (2003-04)
<b>2-YEAR TOTAL CONTRACT AMOUNT</b>							<b>\$275,958</b>

\*UNDUP: Unduplicated; n/a: Not Applicable

# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: Senior Coastsiders  
Contact Person: Cara Schmaljohn  
Address: 535 Kelly Ave  
Half Moon Bay CA 94019  
Phone Number: 726 9056 Fax Number: 726 2911

### II Employees

Does the Contractor have any employees?  Yes  No

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

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

### III Equal Benefits Compliance (Check one)

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

### IV Declaration

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

Executed this 23 day of July, 2003 at Half Moon Bay, CA.  
(City) (State)

Cara Schmaljohn  
Signature

CARA Schmaljohn  
Name (Please Print)

EXECUTIVE DIRECTOR  
Title

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/13/2002

PRODUCER  
**PHILADELPHIA INSURANCE COMPANIES**  
 2300 CLAYTON ROAD, SUITE 1495  
 CONCORD, CA 94520

Serial # B1088

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  
 SENIOR COASTSIDER, INC.  
 P.O. BOX 859  
 HALF MOON BAY, CA 94019

INSURER A: PHILADELPHIA INDEMNITY COMPANIES

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	<b>GENERAL LIABILITY</b>	PHPK036753	11/12/2002	11/12/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COMPROP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<b>AUTOMOBILE LIABILITY</b>	PHPK036753	11/12/2002	11/12/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 CERTIFICATE HOLDER AND AGING AND ADULT SERVICES, THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO, THE COUNTY AND THEIR AGENTS, EMPLOYEES AND OFFICERS ARE NAMED ADDITIONAL INSURED IN RESPECTS BEING A FUNDING SOURCE PER THE ATTACHED CG2005 ENDORSEMENT

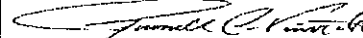
CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER: A

**CANCELLATION**

COUNTY AGING AND ADULT SERVICES  
 225 37TH AVENUE  
 SAN MATEO, CA 94402

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

COUNTY OF SAN MATEO  
AGING & ADULT SERVICES  
225 W. 37TH AVENUE  
SAN MATEO, CA 94403

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

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



***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 named as additional insureds shown on the Certificates of Insurance.

***Premium Payments:***

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

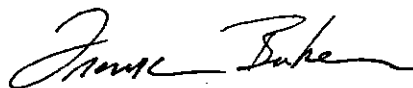
***Insured and Policy Number:***

As shown on Certificate of Insurance attached.

***Effective Date:***

July 1, 2003

***Authorized Representative:***



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## 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 Rules is changed by adding the following:

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



**CALIFORNIA WORKERS' COMPENSATION INSURANCE**  
**Policyholder Dividend Disclosure Statement**

**SENIOR COASTSIDERS, INC**

**535 KELLY ST**  
**HALF MOON BAY, CA 94019**

**EMPLOYER/INSURED: SENIOR COASTSIDERS, INC**

**EFFECTIVE DATE: February 10, 2003**

**ESTIMATED ANNUAL PREMIUM: \$11,472.00**

**ESTIMATED DIVIDEND PLAN PREMIUM: \$11,472.00**

**TERM OF DIVIDEND PLAN: ONE YEAR**

Workers' compensation insurers are authorized to issue participating policies. A dividend (refund) under such a policy can only be paid from surplus accumulated from premiums on workers' compensation policies issued pursuant to the laws of California.

Under California law it is unlawful for an insurer to promise the future payment of dividends under an unexpired workers' compensation policy or to misrepresent the conditions for dividend payment. Dividends are payable only pursuant to conditions determined by the Board of Directors of the State Compensation Insurance Fund following policy expiration.

It is a misdemeanor for any insurer or officer or agent thereof, or any insurance broker or solicitor, to promise the payment of future workers' compensation dividends. Past dividend performance is no guarantee of an insurer's future dividend performance.

**PART I: HISTORICAL DISCLOSURE**

This dividend statement is based on the most recent dividend declaration by our Board of Directors for policyholders with characteristics similar to yours and a dividend plan premium of \$11,472.00. This declaration applied to policies whose term of coverage began January 1, 2000 to March 31, 2000 and whose term of coverage ended during the period January 1, 2001 to March 31, 2001.

The dividend formula was:

$$\text{Dividend} = \text{Premium} - [ (\text{Losses} \times \text{Loss Conversion Factor}) + \text{Retention} ]$$



# Philadelphia Insurance Companies

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004

## DIRECTORS & OFFICERS PROTECTION *FLEXI* PLUS INSURANCE POLICY

Philadelphia Indemnity Insurance Company       Philadelphia Insurance Company

### DECLARATIONS

Policy Number: PHSD044879

#### THIS IS A CLAIMS MADE POLICY, PLEASE READ THIS POLICY CAREFULLY

THIS POLICY ONLY COVERS THOSE CLAIMS FIRST MADE AGAINST THE INSURED DURING THIS POLICY PERIOD.

THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGEMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

**Item 1. Parent Organization:** Senior Coastsiders

**Address:** 535 Kelly Avenue  
Half Moon Bay, CA 94019

**Item 2. Policy Period:** From: 02/25/2003 To: 02/25/2004 (12:01 A.M. Standard Time)

**Item 3. Limit of Liability:** \$1,000,000  
(Anti Trust Sub-Limit: \$150,000, Section IV.C)

**Item 4. Retention:** \$0 Each Claim

**Item 5. Premium:** \$ 1,351.00

\$ 27.02 California Insurance Guarantee Association Surcharge  
**Total:** \$ 1,378.02

**Item 6. Retroactive Date (if applicable):** No Date Applies

**Item 7. Endorsements Effective At Inception:**

PP0701 (7/01)	Privacy Policy Notice
PI-DO-20 (9/95)	Professional Services Exclusion
PI-DO-55 (1/97)	Defense Costs in Addition to the Limit of Liability
PI-DO-57 (7/97)	Modification of Exclusion J.
PI-DO-65 (7/99)	Employment Practices Liability Sub-Retention Endorsement [Sub-Retention: 1000]
PI-DO-99 (9/95)	Personal Injury and Publishers Liability
PI-PL-CA (1/98)	California Amendatory Endorsement

  
\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Countersignature

\_\_\_\_\_  
Countersignature Date