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

	THIS AGREEMENT, entered into this	day of	, 20	, by
а	nd between the COUNTY OF SAN MATEO, hereinafte	r called	"County," and	
C	MBUDSMAN OF SAN MATEO. INC., hereinafter called	d "Conti	actor":	

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing Ombudsman Services:

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 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 contract exceed TWO HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$218,581).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2005 through June 30, 2006.

This Agreement may be terminated by Contractor, the Health Department Director 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 forth, 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 the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager 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 County Manager 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 I will comply with such provisions before commencing the performance of the work of this Agreement.
- 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 contractor's 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.

Suc	h insurance shall include:	
(a)	Comprehensive General Liability	\$1,000,000
	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 municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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 contract (this paragraph needed only if services provided to members of the public).

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 Contractors 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 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.

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:

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

In the case of Contractor, to:

Elizabeth Irwin, Executive Director Ombudsman of San Mateo, Inc. 1700 South Amphlett, #220 San Mateo, CA 94402

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

	COUNTY OF	F SAN MATEO	3
	By: Richard Gor Supervisors	By:	
	Date:		
ATTEST:			
By: Clerk of Said Board			
OMBUDSMAN OF SAN MATER	O, INC.		
Contractor's Signature			
Date: 6/2/05	<u>-</u>	Long Form Agreemen	t/Non Business Associate

SCHEDULE A

OMBUDSMAN OF SAN MATEO, INC.

FY 2005-2006 DESCRIPTION OF SERVICES

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 reflect program performance requirements (units of service) during fiscal year July 1, 2005 through June 30, 2006. 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. A monitoring will be conducted annually and onsite, in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual.

I. OMBUDSMAN PROGRAM

1. Units of Service

Contractor agrees to provide a minimum of 500 units of community education/advocacy, 8,000 units of complaint/abuse investigation and facility monitoring for a minimum of 1,200 unduplicated cases, and 1,200 hours of volunteer recruitment, for recruiting a minimum of 10 volunteers.

2. Unit Definitions

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 hour

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 hour

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

Unit of Service: One 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.

SCHEDULE B

OMBUDSMAN OF SAN MATEO, INC.

FY 2005-2006 DESCRIPTION OF SERVICES

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 B reflect program funding and payment methods during fiscal year July 1, 2005 through June 30, 2006. 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.

I. OMBUDSMAN PROGRAM

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

The maximum reimbursement for the Ombudsman Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed ONE HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED NINETEEN DOLLARS (\$195,619).

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:

- a. Submit client intake forms as appropriate, monthly program reports and invoices by the tenth (10th) of each month. (Invoices submitted more than two months past the month of service may not be reimbursed. Statistical reports submitted more than one month past the month of service may result in withholding of payments until reports are brought current.);
- b. Offer services throughout the twelve-month contract period, unless prior written approval is received from Aging and Adult Services; and
- c. Submit a closing report by July 31, 2006.

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Ombudsman of San Mateo, Inc., is \$195,619 in Older Americans Act funds, and \$22,962 in County General Funds for general program support for a total amount of TWO HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$218,581) for the contract term of July 1, 2005 to June 30, 2006.

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 p	persons.			
b. () employs 15 or more per 84.7 (a)), has designated the following regulation.	sons and, pursuant person(s) to coordi	to Section 84.7 (nate its efforts to	(a) of the regulation comply with the	on (45 C.F.R. DHHS
	Un L. Irwi erson - Type or Prin		*	
Ombudsman Services of San Ma Name of Contractor(s) - Type or Print	deo County, Inc	1700 So An Street Address o	nphleff Blvd, or PO Box	Suite 220
San Mateo		CA	94402	•
San Maleo City		State	Zip Code	
I certify that the above information is complet	0 0	best of my know	vledge.	

*Exception: DHHS regulations state that:

Date

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

Signature and Title of Authorized Official

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification							
Contact Person: <u>Elizabet</u> Address: <u>1700 So</u> San Ma	an Services of San Madeo County, Inc. Litwin Amphlef Biva Suite 220 1100 CA 94402 -7008 -7009						
Il Employees							
Does the Contractor have any employe	ees? Ves No						
Does the Contractor provide benefits to	o spouses of employees?						
*If the answer to one or both	*If the answer to one or both of the above is no, please skip to Section IV.*						
III Equal Benefits Compliance (Check	one)						
 employees with spouses and its enderse Yes, the Contractor complies by of in lieu of equal benefits. No, the Contractor does not complement The Contractor is under a collective 	fering a cash equivalent payment to eligible employees						
IV Declaration							
I declare under penalty of perjury under true and correct, and that I am authorized Signature Executive Director	the laws of the State of California that the foregoing is sed to bind this entity contractually. Elizabeta L. Irwin Name (Please Print) 6/2/05						
Title	Date						

A	CORD CERTI	FICATE OF LIAE	3ILITY II	NSURAN	NCE	DATE (MM/DD/YY)	
N(DUCER DRBERT CRONIN & CO 32 Market St. #110	O	THIS CER' ONLY AN HOLDER.	TIFICATE IS ISS D CONFERS N THIS CERTIFICA	GUED AS A MATTER NO RIGHTS UPON T NATE DOES NOT AME	HE CERTIFICATE	
	an Francisco, CA icense #0158342	94104	ALTERTHE		FORDED BY THE POLICE AFFORDING COVERAGE		
	RED # UIJOJ42		MOURES A				
O	MBUDSMAN SERVICES	OF SAN MATTED CO. T.	NC INSURER B:	INSURER A: HARTFORD CASUALTY INS. CO.			
	700 S. Amphlett,		INSURER C:	er p		:	
Sa	an Mateo, CA 9440	02	INSURER D:				
cov	OVERAGES INSURER E:						
M	AY PERTAIN. THE INSURANCE AFFO	D BELOW HAVE BEEN ISSUED TO THE DITION OF ANY CONTRACT OR OTHER DRDED BY THE POLICIES DESCRIBED I N MAY HAVE BEEN REDUCED BY PAID C	R DOCUMENT WITH	I RESPECT TO W	HICH THIS CERTIFICATE	MAY BE ISSUED OF	
ISR TR	TYPE OF INSURANCE	POLICY NUMBER		POLICY EXPIRATION DATE (MM/DD/YY)	LIM	TS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$ 2,000,000	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR	57 SBA NL1285	6-15-05	6-15-06	FIRE DAMAGE (Any one fire)	\$ 300,000	
	CLAIMS MADE X OCCUR			-	MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 10,000	
		:			GENERAL AGGREGATE	\$ 2,000,000	
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	POLICY PRO- JECT LOC	2				1,000,000	
	ANY AUTO	57 GDA 37 1005	6 35 06		COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	ALL OWNED AUTOS SCHEDULED AUTOS	57 SBA NL1285	6-15-06	6-15-06	BODILY INJURY (Per person)	\$	
Α	X HIRED AUTOS X NON-OWNED AUTOS		2	,	BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	ANY AUTO			1	AUTO ONLY - EA ACCIDENT	\$	
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	EXCESS LIABILITY			3	EACH OCCURRENCE	\$	
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	DEDUCTIBLE					\$	
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ESC	CRIPTION OF OPERATIONS/LOCATIONS/VE	EHICLES/EXCLUSIONS ADDED BY ENDORSEME	ENT/SPECIAL PROVISIO	DNS			
t]	ne Board of Superv	for General Liabil visors of the Count	ity only: y of San	Aging an Mateo, th	d Adult Serv e County and	ices,	
t.	neir agents, emplo	oyees and officers.	*				
CEF	RTIFICATE HOLDER X ADD	DITIONAL INSURED; INSURER LETTER: A	CANCELLATI	ON			
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION						
The second secon				DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN			
AGENCY ON AGING				NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
225 37th Avenue			1	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR			
San Mateo, CA 94403				REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			
				T. Wheet Known & Par			
CC	CORD 25-S (7/97)						

water that we



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

FUND CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-26-2005

GROUP:

POLICY NUMBER: CERTIFICATE ID:

1642124-2004

10 CERTIFICATE EXPIRES: 07-01-2005

07-01-2004/07-01-2005

SAN MATEO COUNTY AREA AGENCY ON AGING 225 37TH AVE SAN MATEO CA 94403

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

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

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

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT

Dianne C. Oki

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

EMPLOYER

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC. (A NON-PROFIT CORP) 1700 S AMPHLETT BLVD STE 220 SAN MATEO CA 94402

[AMJ,CN]