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

THIS AGREEMENT, entered into this	day of	_, 20, by
and between the COUNTY OF SAN MATEO, here	inafter called "Co	unty," and
ALZHEIMER'S ASSOCIATION OF NORTHERN C	ALIFORNIA, here	einafter 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 providing Family Caregiver Support:

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

Exhibits.

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

Exhibit A—Services Exhibit B—Payments and rates Attachment I—§504 Compliance

Services to be performed by Contractor. 2.

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."

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 TWELVE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS (\$12,325).

Term and Termination. 4. 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.

Availability of Funds. 5.

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.

Relationship of Parties. 6. 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.

Hold Harmless. 7.

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.

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.

Insurance. 9.

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 selfinsurance 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.
- (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 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.

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).

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 Contractor's equal relations for all employees under this agreement. employment policies shall be made available to County of San Mateo upon

request.

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

termination of this Agreement;

disqualification of the Contractor from bidding on or being awarded a (ii County contract for a period of up to 3 years;

liquidated damages of \$2,500 per violation; iii)

imposition of other appropriate contractual and civil remedies and iv) 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.

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:

Alexandra Morris, Manager Alzheimer's Association 2065 West El Camino, Ste. C Mountain View, CA 94043

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

	COUNTY OF SAN MATEO	
	By:	of
	Date:	
ATTEST:		
By:Clerk of Said Board		
ALZHEIMER'S ASSOCIATION OF	NORTHERN CALIFORNIA	
Am H. Tishe CE		
Contractor's Signature		
Date: 69-05	Long Form Agreement/No	on Business Associate

SCHEDULE A

ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA

FY 2005-2006 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): the Family Caregiver Support Program for Caregiver Support. 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. FAMILY CAREGIVER SUPPORT PROGRAM (CAREGIVER SUPPORT)

1. Units of Service

Contractor agrees to provide at least 840 unduplicated clients with a minimum of 156 units of caregiver support group assistance.

2. Unit Definitions

Caregiver Support Group (Caregiver Support): A group of 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 hour

3. Program Requirements

Contractor agrees to:

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

SCHEDULE B

ALZHEIMER'S ASSOCIATION OF NORTHERN CALIFORNIA

FY 2005-2006 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) programs(s): Family Caregiver Support Program for Caregiver Support funded under Title IIIE of the Older Americans Act. 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. FAMILY CAREGIVER SUPPORT PROGRAM (CAREGIVER SUPPORT)

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 Family Caregiver Support Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed ELEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$11,800).

Contractor is responsible for covering the cost of all components of each program outlined 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.

Alzheimer's Association of Northern California - Schedule B

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Alzheimer's Association of Northern California is \$11,800 in Older Americans Act funds and \$525 in County General Funds for general program support for a total amount of TWELVE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS (\$12,325) for the contract term July 1, 2005 through 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).

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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.F. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.	ζ.
Theresa Sullivan	
Name of 504 Person - Type or Print	
Name of Contractor(s) - Type or Print Street Address or PO Box	
Mountain View CA 94040	
City State Zip Code	
I certify that the above information is complete and correct to the best of my knowledge.	
Date Theresa Pullivar Signature and Title of Authorized Official	

"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."

^{*}Exception: DHHS regulations state that:

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

1	Vendor Identification
	Name of Contractor: Contact Person: Address: Alzheimers Association of Northern California Elizabeth Edocity Tourism View CA 94040
	Phone Number: 1050-962-3111 Fax Number: 450-962-9644
-	Il 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).
	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.
	Signature D Elizabeth Edgery, Ph.D. Name (Please Print)
	Area Program Director June 9,2005

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DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE OP ID JO ACORD 02/11/05 ALZHEI1 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION PRODUCER ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE Chapman & Associates HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR License #0522024 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. P. O. Box 5455 Pasadena CA 91117-0455 NAIC# Phone: 626-405-8031 Fax: 626-405-0585 INSURERS AFFORDING COVERAGE Alea North America Ins Co INSURER A: INSURER B: Alzheimer's Disease & Related DisordersNorthern California 2065 W El Camino Real Ste #C Mountain View CA 94040 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. POLICY EFFECTIVE | POLICY EXPIRATION DATE (MM/DD/YY) INSR ADD'L LTR INSRD LIMITS POLICY NUMBER TYPE OF INSURANCE \$ **EACH OCCURRENCE GENERAL LIABILITY** DAMAGE TO RENTED PREMISES (Ea occurence) \$ COMMERCIAL GENERAL LIABILITY MED EXP (Any one person) \$ OCCUR CLAIMS MADE PERSONAL & ADV INJURY \$ \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: POLICY LOC AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ (Ea accident) ANY AUTO ALL OWNED AUTOS BODILY INJURY \$ (Per person) SCHEDULED AUTOS HIRED AUTOS BODILY INJURY (Per accident) \$ **NON-OWNED AUTOS** PROPERTY DAMAGE (Per accident) \$ \$ AUTO ONLY - EA ACCIDENT GARAGE LIABILITY EA ACC \$ ANY AUTO OTHER THAN AUTO ONLY: AGG \$ EACH OCCURRENCE \$ EXCESS/UMBRELLA LIABILITY **AGGREGATE** \$ CLAIMS MADE **OCCUR** \$ \$ **DEDUCTIBLE** \$ RETENTION WORKERS COMPENSATION AND TORY LIMITS **EMPLOYERS' LIABILITY** \$1000000 WC 1002608 02 01/01/05 01/01/06 E.L. EACH ACCIDENT A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$ 100000 If yes, describe under SPECIAL PROVISIONS below E.L. DISEASE - POLICY LIMIT \$1000000 OTHER DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS ***** Evidence of coverage ***** CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION SMATEOC 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

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County of San Mateo

San Mateo CA 94403

Aging & Adult Services 225 37th Avenue, Room 173

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

REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE