

**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";

**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 providing Congregate Nutrition, Meals on Wheels, Supplemental Meals  
on Wheels, Case Management and Health Insurance Counseling and Advocacy:

**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 THREE HUNDRED  
SEVENTY-SIX THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$376,558).

**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.
- (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.

Such insurance shall include:

(a) Comprehensive General Liability .....	\$1,000,000
(b) Motor Vehicle Insurance 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.
- 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:**

Heather Ledesma  
Aging and Adult Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403



**In the case of Contractor, to:**

Helen Yuen, Director  
Self-Help for the Elderly  
407 Sansome Street, Ste. 300  
San Francisco, CA 94111

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

COUNTY OF SAN MATEO


By: \_\_\_\_\_  
Richard Gordon, President, Board of  
Supervisors, San Mateo County

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

ATTEST:

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

SELF-HELP FOR THE ELDERLY

  
Contractor's Signature

Date: November 8, 2005

Long Form Agreement/Non Business Associate

## SCHEDULE A

### SELF-HELP FOR THE ELDERLY

#### FY 2005-2006 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program and the Meals on Wheels and Supplemental Meals on Wheels Programs. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2005 through June 30, 2006. 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. A monitoring will be conducted annually and onsite, in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual.

#### I. CASE MANAGEMENT PROGRAM

##### 1. Units of Service

Contractor agrees to provide 75 unduplicated clients with the following services: 600 units of case monitoring, 90 units of comprehensive assessments, and 50 units of general assessments.

##### 2. Unit Definitions

**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 hour**

**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 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 hour**



### 3. Program Requirements

Contractor agrees to:

- a. Employ at least a half-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 Chinese-speaking community of San Mateo County;
- b. Provide ongoing supervision to the social worker;
- c. Assure that the Chinese-speaking community is aware of the availability of social work services for at-risk older adults and encourage the use of those services;
- d. Provide local access to TIES line services; social worker shall attend the Adult Abuse Prevention Collaborative;
- e. Provide short-term case management services, especially for Chinese-speaking at-risk older adults and adults with disabilities, that are consistent with Aging and Adult Services Response Criteria;
- f. Coordinate with AAS on cases, as needed;
- g. Refer all cases of suspected elder and dependent adult abuse to AAS;
- h. Provide translation assistance for elder abuse cases involving Chinese-speaking clients referred to AAS;
- i. 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., In Home Supportive Services, conservatorship) to the County's Central Intake Unit or TIES; and
- j. 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.

Self-Help for the Elderly – Schedule A

## II. CONGREGATE NUTRITION PROGRAM

### 1. Units of Service

Contractor agrees to provide 600 unduplicated clients with 8,660 senior congregate meals at St. Andrew's Senior Center, 800 unduplicated clients with 11,440 senior congregate meals at the San Mateo Central Park site, and four nutrition education presentations at each site (total of eight).

### 2. Unit Definitions

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

**Unit of Service: One 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 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 at both sites five (5) days of service each week, Monday through Friday.

## III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

### 1. Units of Service

Contractor agrees to provide a minimum 3,850 persons with 90 community education presentations on Medicare-related issues, and 2,100 unduplicated clients with counseling and informal advocacy with a core of 26 trained volunteer counselors for a minimum of 2,700 hours of direct counseling at any of the 30 counseling sites, including senior centers, medical centers, and the District Social Security Office. Additionally, volunteer counselors will provide 620 hours devoted to research, casework, follow-up, giving presentations, and training. Case manager will provide monolingual Chinese HICAP outreach to 100 unduplicated clients.



## 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 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 hour**

## 3. Program Requirements

- a. Two to five new volunteer counselors will be trained and complete internships 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.
- d. Develop and implement a focused media outreach plan to San Mateo County residents about HICAP services and Medicare Part D. Submit a written work plan by January 1, 2006.
- e. Increase agency support for HICAP by developing and implementing an action plan to ensure integration of the HICAP into Contractor's activities, policies, plans and priorities. Submit a written work plan by January 1, 2006
- f. Maintain agency's commitment to increased financial support to HICAP and allow HICAP staff to conduct fundraising efforts specifically for HICAP.
- g. Collaborate with Legal Aid Society to establish a clearer delineation of what legal issues will be addressed in-house versus what types of cases will be referred out. Submit a written work plan by February 1, 2006.

## IV. **MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS**

### 1. Units of Service

Contractor agrees to provide 40 unduplicated senior clients with 5,000 senior home delivered meals, and three unduplicated clients with 233 supplemental home delivered meals, four units of nutrition counseling, and four units of nutrition education presentations.

2. Unit Definitions

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

**Unit of Service: One meal**

**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 hour**

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



## **SCHEDULE B**

### **SELF-HELP FOR THE ELDERLY**

#### **FY 2005-2006 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, and the Meals on Wheels and Supplemental Meals on Wheels Programs. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2005 through June 30, 2006. 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. CASE MANAGEMENT**

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 Case Management Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

#### **II. CONGREGATE NUTRITION**

Aging and Adult Services will pay the contractor in consideration of services rendered through combined Older Americans Act and Nutrition Services Incentive Program (NSIP) funds, the rate of \$3.70 per senior meal.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed SEVENTY-FOUR THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$74,370).

#### **III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)**

The Area Agency on Aging will pay contractor in consideration of services rendered through federal, state and local funds, the rate of one-twelfth of the total reimbursement for this program per month.

The maximum reimbursement for HICAP during the contract term July 1, 2005 through June 30, 2006 shall not exceed TWO HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$229,370).

#### **IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAM**

Self-Help for the Elderly – Schedule B

Aging and Adult Services will pay the contractor in consideration of services rendered through combined Older Americans Act and NSIP funds, the rate of \$5.00 per senior home delivered meal, and through the Meals on Wheels Trust, the rate of \$6.00 per supplemental meal.

The maximum reimbursement for the Meals on Wheels Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed ONE THOUSAND THREE HUNDRED NINETY-EIGHT DOLLARS (\$1,398).

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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:

- a. Maximize all potential funding sources to meet the needs of the HICAP program.
- b. Submit client intake forms as appropriate, monthly program reports and invoices by the tenth (10<sup>th</sup>) 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.);
- c. Offer services throughout the twelve-month contract period, unless prior written approval is received from Aging and Adult Services; and
- d. Submit a request for consideration and receive written authorization from Aging and Adult Services in the event that one site has exhausted its entire contracted allotment of meals (units of service) and desires to be reimbursed by using the remaining units of service allocated for another site.
- e. Submit a closing report by July 31, 2006.
- f. Submit an audited financial statement by December 31, 2006.

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Self-Help for the Elderly is \$365,138 in Older Americans Act, Federal and State HICAP funds, NSIP and Meals on Wheels Trust funds, and \$11,420 in County General Funds for general program support for a total amount of THREE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$376,558) for the contract period July 1, 2005 through June 30, 2006.

Self-Help for the Elderly – Schedule B



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.

Anthony Tam

Name of 504 Person - Type or Print

Self-Help for the Elderly

407 Sansome Street,

Name of Contractor(s) - Type or Print

Street Address or PO Box

San Francisco

CA

94111

City

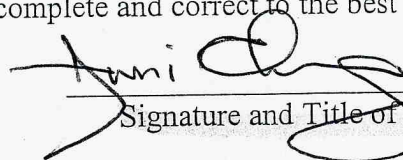
State

Zip Code

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

6/13/2005

Date

 President & CEO

Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

"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."

# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: Self-Help For The Elderly  
Contact Person: Grace Cheng  
Address: 407 Sansome Street  
San Francisco, CA 94111  
Phone Number: (415) 677-7600  
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.

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

Anni Chung  
\_\_\_\_\_  
Name (Please Print)  
6/13/2005  
\_\_\_\_\_  
Date



**COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM**

Number of pages faxed

**DATE:** May 17, 2005

**TO:** Steve Rossi, Risk Manager - X4387, Fax 363-4864, Pony EPS-163

**FROM:** Marie Shanks - 573-3495, FAX 573-3729, PONY - AAS 321

**SUBJECT:** Contract Insurance Approval

**CONTRACTOR NAME:** Self-Help for the Elderly

**DO THEY TRAVEL?:** Yes

**NUMBER OF EMPLOYEES:**

**DUTIES (SPECIFIC):** Contractor will provide Meals on Wheels, Supplemental Meals on Wheels, Congregate Nutrition, Case Management, and Health Insurance Counseling and Advocacy

<b>COVERAGE:</b>	<b>Amount</b>	<b>approve</b>	<b>waive</b>	<b>modify</b>
Comprehensive General Liability	<u>\$1 mil</u>	<u>x</u> ✓	_____	_____
Motor Vehicle Liability	<u>\$1 mil</u>	<u>x</u> ✓	_____	_____
Professional Liability	_____	_____	<u>x</u> ✓	_____
Workers' Compensation	<u>\$1 mil</u> <i>extra</i>	<u>x</u> ✓	_____	_____

**REMARKS/**

  
SIGNATURE

Steve Rossi  
Risk Manager

5/27/05  
DATE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
09/01/05PRODUCER LIC #0649666  
Tanner Insurance Brokers, Inc.  
4670 Willow Road, Ste 250  
Pleasanton, CA 94588

1-925-463-9672

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 94111INSURER A: Zenith Insurance Company  
INSURER B: Lexington Insurance Co.  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <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	377355701	09/01/05	09/01/06	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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z047828804	01/01/05	01/01/06	<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
B	OTHER Professional Liability	377355601	09/01/05	09/01/06	General Aggregate \$ 3,000,000 \$ \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
\*30 day notice except 10 days for non-payment.  
Evidence of Coverage.

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

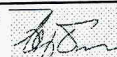
## CANCELLATION

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





## **IMPORTANT**

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

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

## **DISCLAIMER**

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

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/05/2005PRODUCER Driver Alliant Insurance Services  
600 Montgomery Street, 9th Floor  
San Francisco, CA 94111

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

## INSURERS AFFORDING COVERAGE

INSURED Self Help for the Elderly

407 Sansome St. Suite 300  
San Francisco, CA 94111-3104

INSURER A: Nonprofits' United

INSURER B: Lexington 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	1234	07/01/2005	07/01/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	<input checked="" type="checkbox"/> EXCESS LIABILITY-AUTO OCCUR <input type="checkbox"/> CLAIMS MADE OTHER THAN UMBRELLA DEDUCTIBLE RETENTION \$	6500851	07/01/2005	07/01/2006	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Physical Damage	1234	07/01/2005	07/01/2006	\$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 and its Officers, Agents, Employees and Servants are included as Additional Insured, per attached endorsements.

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

## 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

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

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**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.

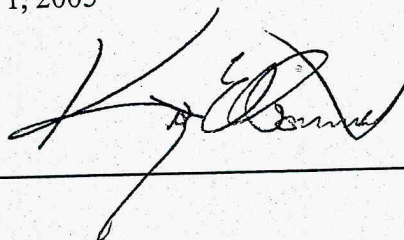
**Insured and Policy Number:**

As shown on Certificate of Insurance attached.

**Effective Date:**

July 1, 2005

**Authorized Representative:**

  
\_\_\_\_\_

## **Lexington 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:** 6500851      **Effective Date:** July 1, 2005