

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

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MILLS-PENINSULA SENIOR FOCUS, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing Adult Day Health Care, Alzheimer's Day Care Resource Center, Disease Prevention/Health Promotion and Family Caregiver Support:

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 ONE HUNDRED SEVENTY-TWO THOUSAND THREE DOLLARS (\$172,003).

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
- (c) Professional Liability \$1,000,000

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

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

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

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and 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 Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

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

12. Retention of Records.

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

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

13. Merger Clause.

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

14. Controlling Law.

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

15. Notices.

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

In the case of County, to:

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

In the case of Contractor, to:

Maureen Dunn, Director
Mills-Peninsula Senior Focus
1720 el Camino, Ste. 10
Burlingame, CA 94010

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

MILLS-PENINSULA SENIOR FOCUS



Contractor's Signature

Date: JUNE 1, 2005

Long Form Agreement/Non Business Associate

SCHEDULE A

MILLS-PENINSULA SENIOR FOCUS, 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 Adult Day Health Care Program, an Alzheimer's Day Care Resource Center Program, a Disease Prevention/Health Promotion Program, and 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. 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. ADULT DAY HEALTH CARE PROGRAM

1. Units of Service

Contractor agrees to provide 38 unduplicated clients with 2,986 days of attendance.

2. Unit Definitions

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

Unit of Service: One day (four-hour minimum)

3. Program Requirements

Contractor agrees to:

- a. Be licensed by the State of California and conform to State regulations.
- b. Make arrangements for transporting clients to and from the site through the use of an agency owned and operated vehicle or by arrangement with another agency or through other means.
- c. Offer a daily nutrition program.
- d. Prepare an individual assessment with a care plan for clients and offer appropriate therapeutic programs based on licensing guidelines and social activities as well as other supportive services for clients and their caregivers.

II. ALZHEIMER'S DAY CARE RESOURCE CENTER (ADCRC) PROGRAM

1. Units of Service

Contractor agrees to provide 40 unduplicated clients with the following services: five community education sessions, 3,450 days of attendance, 500 hours of family counseling and training, 25 in-service staff training sessions, 12 professional service provider sessions, and 40 support group sessions.

2. Unit Definitions

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

Unit of Service: One session

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

Unit of Service: One day (five-hour minimum)

Family Counseling/Training: Trained social workers or other professionals on staff to provide counseling to assist families by referring them to specific resources in the area to address dementia-related issues in depth.

Unit of Service: One hour

In-Service Staff Training: Conduct training sessions for staff and volunteers that emphasize understanding dementia.

Unit of Service: One session

Professional Service Provider Sessions: Use student intern programs to provide training for professional services providers in the community.

Unit of Service: One session

Support Group Sessions: Sessions conducted for caregivers through caregiver support groups and other caregiver activities no fewer than 50 times per year by staff associated with the ADCRC or by arrangement with other support group providers in the local community.

Unit of Service: One session

3. Program Requirements

Contractor agrees to:

- a. Provide services to meet the special care needs of participants with dementia,

Mills-Peninsula Senior Focus, Inc. – Schedule A

concentrating on participants in the moderate to severe ranges of disability due to dementia. Provide respite relief, counseling and referral to other services for families and caregivers. ADCRC must conduct dementia appropriate, specifically designed activities related to social, cognitive and physical functioning as well as activities of daily living that maintain the dignity of each individual and use available skills and knowledge.

- b. Provide physical facilities that include safeguards to protect the participants' safety. ADCRC must have a written plan for emergency preparedness including evacuation in the event of fire, earthquake, or other potentially life threatening disaster.
- c. Develop an individual written plan of care for each participant based upon functional capacity and services needed and available within the context of the day care program and its resources. Care planning should include multidisciplinary input.
- d. Provide or arrange for a nutritious noon meal for participants that provides one-third of the Recommended Dietary Allowance for older persons. Morning and afternoon snacks should also be available.
- e. Provide directly or arrange for transportation so that clients can get to the ADCRC site. If site provides transportation directly, all laws and regulations pertaining to vehicle maintenance, the qualification of drivers, and insurance shall be followed to assure safety.
- f. Conduct community outreach activities and provide Alzheimer's Disease educational and informational materials to the community.

III. DISEASE PREVENTION/HEALTH PROMOTION PROGRAM (Wise and Well Program)

A. Disease Prevention

1. Units of Service

Contractor agrees to provide a minimum of 400 unduplicated clients with at least 150 units of community education, 180 units of counseling, and 275 units of health screenings at a minimum of four sites in San Mateo County.

2. Unit Definitions

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

Unit of Service: One hour

Mills-Peninsula Senior Focus, Inc. – Schedule A

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

Unit of Service: One hour

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

Unit of Service: One hour

3. Program Requirements

Contractor agrees to:

- a. Provide medication management in accordance with the guidelines set forth in the Disease Prevention and Health Promotion Services Request for Proposals, Title IIID Older Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County Aging and Adult Services.
- b. The Wise and Well Program is designed to help older adults gain more knowledge about their health, to use helpful health information and community resources and to practice better lifestyle choices. The program promotes early detection, prevention and treatment of diseases such as diabetes and heart disease by providing free health screening, personal consultation and presentations which aid in controlling health complications and improving overall health and quality of life. Clients are encouraged to develop a personalized plan to improve and maintain their health. Part of each plan is regular participation in the programs provided by the Wise and Well Program.

Individual Health Screenings will be composed of:

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

B. Medication Management

1. Units of Service

Contractor agrees to provide minimum of 86 clients with at least 86 units of medication management at a minimum of four sites in San Mateo County.

2. Unit Definitions

Medication Management: To provide medication screening and education to an individual and/or the caregiver to prevent incorrect medication and adverse drug reactions.

Unit of service: One contact

3. Program Requirements

Contractor agrees to:

- a. Provide medication management in accordance with the guidelines set forth in the Disease Prevention and Health Promotion Services Request for Proposals, Title IIID Older Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County Aging and Adult Services.
- b. Make individualized brown bag medication review by a licensed pharmacist available to participants in the Wise and Well Program. The purpose of the medications review is to ensure that seniors: a) are knowledgeable about their medications; b) are not taking medications from different doctors to treat the same condition; c) are not taking outdated medications; and d) are not taking medications that when taken together have adverse reactions or diminish their effectiveness.

IV. **FAMILY CAREGIVER SUPPORT PROGRAM (CAREGIVER SUPPORT)**

1. Unit of Service

The contractor agrees to provide 50 unduplicated clients with 76 units of caregiver support group assistance, 20 unduplicated clients with 16 units of caregiver training, and 75 unduplicated clients with 150 units of counseling.

2. Unit Definitions

Caregiver Support Group (Caregiver Support): A group of three to 12 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

Caregiver Training (Caregiver Support): A workshop or one-on-one session to assist caregivers to develop the skills necessary to perform caregiving activities, including decision-making and problem-solving.

Unit of Service: One hour

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

Unit of Service: One hour

3. Program Requirements

Contractor agrees to:

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

SCHEDULE B

MILLS-PENINSULA SENIOR FOCUS, INC.

FY 2005-2006 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): an Adult Day Health Care Program, a Alzheimer's Day Care Resources Center Program, a Disease Prevention/Health Promotion Program, and the Family Caregiver Support Program for Caregiver Support. 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. To avoid the possibility of duplicate payments of federal funds for services provided to persons receiving OAA, CBSP, and/or NSIP funding, Area Agency contract funds may not be used for Contractor's reimbursed Medi-Cal program.

I. ADULT DAY HEALTH CARE PROGRAM

Aging and Adult Services will pay the contractor in consideration of services rendered through OAA funds, the rate of \$12.00 per day.

The maximum reimbursement for the Adult Day Health Care Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed THIRTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS (\$35,832).

II. ALZHEIMER'S DAY CARE RESOURCE CENTER (ADCRC) 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 ADCRC Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed SEVENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS (\$75,884).

III. DISEASE PREVENTION/HEALTH PROMOTION PROGRAM (Wise and Well Program)

A. Disease Prevention

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

The maximum reimbursement for the Disease Prevention portion of this program during the contract term July 1, 2005 through June 30, 2006 shall not exceed TWENTY-

Mills-Peninsula Senior Focus, Inc. – Schedule B

SEVEN THOUSAND TWO HUNDRED SIX DOLLARS (\$27,206).

B. Medication Management

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

The maximum reimbursement for the Medication Management Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed FIVE THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS (\$5,969).

IV. FAMILY CAREGIVER SUPPORT 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 Family Caregiver Support Program for Caregiver Support during the contract term July 1, 2005 through June 30, 2006 shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

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

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

In addition, Contractor agrees to:

- 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 Mills-Peninsula Senior Focus, Inc., is \$164,891 in Older Americans Act funds, and \$7,112 in County General Funds for general program support for a total amount of ONE HUNDRED SEVENTY-TWO THOUSAND THREE DOLLARS (\$172,003).

Mills-Peninsula Senior Focus, Inc. – 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.

DEBBIE GOODIN

Name of 504 Person - Type or Print

MILLS PENINSULA SENIOR FOCUS

Name of Contractor(s) - Type or Print

1720 EL CAMINO REAL, STE 10

Street Address or PO Box

BURLINGAME

City

CA

State

94010

Zip Code

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

JUNE 1, 2005

Date

[Signature]

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: MILLS PENINSULA SENIOR FOCUS
Contact Person: _____
Address: 1720 EL CAMINO REAL
BURLINGAME, CA 94010
Phone Number: _____
Fax Number: _____

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

FORREST MALAKOFF
Name (Please Print)

VICE PRESIDENT
Title

JUNE 1, 2005
Date

SUTTER INSURANCE SERVICES CORPORATION

Grosvenor Center, Mauka Tower

737 Bishop Street #2100

Honolulu, HI 96813

For further information referencing this Certificate, contact:

Sutter Health Risk Services Department (916) 286-6520

CERTIFICATE OF COVERAGE

Certificate Number 05-1-0860

Issue Date: January 1, 2005

NAME OF INSURED

Mills Peninsula Health Services

1783 El Camino Real

Burlingame, CA 94010

COVERAGE

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

TYPE OF COVERAGE

Healthcare Professional Liability & Commercial General Liability

SISCO (Claims made):

LIMIT

Primary: SIS 2005-1

\$5,000,000/Claim

Retroactive Date: 4/1/94 (MPHS)

Certificate Effective Date: 01/01/04

Certificate Expiration Date: 07/01/05

REASON FOR INTEREST

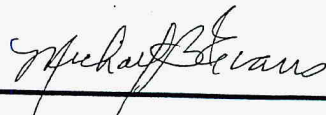
RE: Evidence of professional liability including general liability Insurance for Mills Hospital and Peninsula Hospital and Medical Center in connection with Lifeline.

CERTIFICATE HOLDER

MSSP
225 West 37th Avenue
San Mateo, CA 94401

CANCELLATION

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



Authorized Representative

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000801272-01

PRODUCER

MARSH RISK & INSURANCE SERVICES
P. O. BOX 193880
SAN FRANCISCO, CA 94119-3880
CALIFORNIA LICENSE NO. 0437153

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A	UNITED STATES FIRE INSURANCE COMPANY
COMPANY B	N/A
COMPANY C	N/A
COMPANY D	

101009-ALL-CAS-

INSURED

Mills Peninsula Health Services
1783 El Camino Real
Burlingame, CA 94010

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

3

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYSICAL DAMAGE (ACV) <input checked="" type="checkbox"/> 2,000 DED. COMP/COLL	1336659174	07/31/04	07/31/05	COMBINED SINGLE LIMIT	\$ 2,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Evidence of coverage as respects agreement between Mills Peninsula Health Services and County of San Mateo.

Additional Insured: County of San Mateo.

CERTIFICATE HOLDER

County of San Mateo
Area Agency of Aging
225 West 37th Avenue
San Mateo, CA 94403
Attn: Mary Shanks

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Ellen Redell Brown



MM1(3/02)

VALID AS OF: 08/23/04

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 1993-K

CERTIFICATE OF CONSENT TO SELF-INSURE

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

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

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

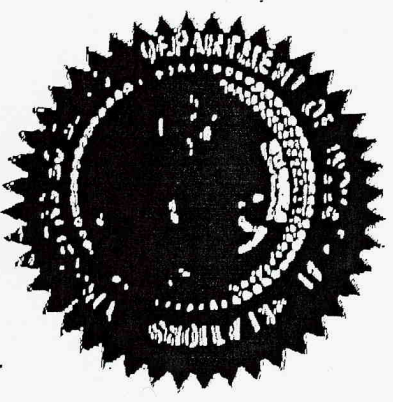
EFFECTIVE:

THE 1st DAY OF February 19 2000

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Stephen J. Smith
STEPHEN J. SMITH

DIRECTOR



Mark B. Ashcraft
MARK B. ASHCRAFT
MANAGER

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

