AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PENINSULA VOLUNTEERS, INC.

	THIS AGREEMENT, entered into this	day of	, 20	, by
and be	etween the COUNTY OF SAN MATEO, hereinafter	r called	"County," and	
PENIN	ISULA VOLUNTEERS, INC., hereinafter called "C	ontracto	or":	

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 Meals on Wheels, Supplemental Meals on Wheels, Adult Day Care and Alzheimer's Day Care Resource Center:

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 FOUR HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED NINETY-SIX DOLLARS (\$471,296).

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) <u>Liability Insurance.</u> 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 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:

Michele Knapik, Executive Director Peninsula Volunteers 800 Middle Avenue Menlo Park, CA 94025

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

• • • • • • • • • • • • • • • • • • • •	
	COUNTY OF SAN MATEO
	By: Richard Gordon, President, Board of Supervisors, San Mateo County
	Date:
ATTEST:	
By: Clerk of Said Board	
PENINSULA VOLUNTEERS, INC.	
Muhelle Knapak Ex Contractor's Signature	ECULTIVE DIRECTOR
Date: <i>6/8/5</i>	Long Form Agroement/New Dunings Assessing

SCHEDULE A

PENINSULA VOLUNTEERS, 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 Care Program, an Alzheimer's Day Care Resource Center 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. ADULT DAY CARE PROGRAM

1. Units of Service

Contractor agrees to provide 136 unduplicated clients with 8,688 days of attendance.

2. Unit Definitions

Adult Day 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

Peninsula Volunteers – Schedule A

Contractor agrees to provide 32 unduplicated clients with four community education sessions, 2,727 days of attendance, 395 hours of family counseling and training, 20 in-service staff training sessions, nine professional service provider sessions, and 32 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.

Units of Service: One session

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

Units of service: One session

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

Unit of Service: One session

3. Program Requirements

Contractor agrees to:

- a. Provide services to meet the special care needs of participants with dementia, concentrating on participants in the moderate to severe ranges of disability due to dementia. Provide respite relief, counseling and referral to other services for families and caregivers. The 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.
- Provide physical facilities that include safeguards to protect the participants'
 Peninsula Volunteers Schedule A

safety. The ADCRC must have a written plan for emergency preparedness including evacuation in the event of fire, earthquake, or other potentially life threatening disaster.

- c. Develop a written plan of care for each participant based upon functional capacity and services needed and available within the context of the day care program and its resources. Care planning should include multidisciplinary input.
- d. Provide or arrange for a nutritious noon meal for participants that provides one-third of the Recommended Dietary Allowance 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 the site provides transportation directly, all laws and regulations pertaining to vehicle maintenance, the qualification of drivers, and insurance shall be followed to assure safety.
- f. Conduct community outreach activities and provide Alzheimer's Disease educational and informational materials to the community.

III. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

1. Units of Service

Contractor agrees to provide 350 unduplicated senior clients with 50,000 senior home delivered meals, 40 unduplicated clients with 6,429 supplemental home delivered meals, four nutrition education presentations, and 50 units of nutrition counseling.

2. Unit Descriptions

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

Units of Service: One meal

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

Unit of Service: One presentation

Nutrition Counseling: To provide individual dietary evaluation and counseling performed by a dietitian or nutritionist, which relate to normal or therapeutic nutritional needs. Nutrition counseling may be made either in person or by telephone.

Unit of Service: One hour

Peninsula Volunteers – Schedule A

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

PENINSULA VOLUNTEERS, 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 Care Program, an Alzheimer's Day Care Resource Center 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 used to subsidize the fees of seniors who are unable to pay the full cost of services.

I. ADULT DAY 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 Care Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed ONE HUNDRED FOUR THOUSAND TWO HUNDRED FIFTY-SIX DOLLARS (\$104,256).

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 SIXTY THOUSAND DOLLARS (\$60,000).

III. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

Aging and Adult Services will pay the contractor in consideration of services rendered through combined Older Americans Act and Nutrition Services Incentive Program 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 for the contract term July 1, 2005 through June 30, 2006 shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).

Peninsula Volunteers – Schedule B

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed THIRTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-FOUR DOLLARS (\$38,574).

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 Peninsula Volunteers, Inc., is \$452,830 in Older Americans Act, NSIP and Meals on Wheels Trust funds, and \$18,466 in County General Funds for program support for a total amount of FOUR HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED NINETY-SIX DOLLARS (\$471,296) 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).

The Contractor(s). (Check a of b)		
a. () employs fewer than 15 persons.		
b. (x) employs 15 or more persons and 84.7 (a)), has designated the following person(s regulation. Michelle Knapik Name of 504 Person - T	d, pursuant to Section 84.7 (a) of the regulation (45 s) to coordinate its efforts to comply with the DHHS	C.F.R.
Peninsula Volunteers, Inc.	800 Middle Ave.	
Name of Contractor(s) - Type or Print	Street Address or PO Box	
Menlo Park	CA 94025	
City	State Zip Code	
I certify that the above information is complete and con June 8, 2005 Date Signature	rect to the best of my knowledge. **Magalland Executive Director** ure and Title of Authorized Official**	* * * * * * * * * * * * * * * * * * * *
*Exception: DHHS regulations state that:		

The Contractor(s): (Chaples on b

"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		3:			
Name of Contractor: Contact Person: Address:	Peninsula Volunteers, Inc. Michelle Knapik 800 Middle Ave. Menlo Park, CA 94025 (650) 326 - 0665 (650) 326 - 9547				
Phone Number: Fax Number:					
Il Employees Does the Contractor ha	ve any employees? 🗝 Yes 🗌 No				
	ovide benefits to spouses of employees? X Yes No No wer to one or both of the above is no, please skip to Section IV.*				
employees with spo Yes, the Contractor in lieu of equal bene No, the Contractor of	complies by offering equal benefits, as defined by Chapter 2.93, to buses and its employees with domestic partners. complies by offering a cash equivalent payment to eligible employerits.				
IV Declaration I declare under penalty of true and correct, and that Signature	perjury under the laws of the State of California that the foregoing Lam authorized to bind this entity contractually. Michelle Knapik Name (Please Print)	is			
_Executive Director Title	June 8, 2005 Date				

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