

**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 an Adult Day Health Care Program, an Alzheimer's Day Care Resource Center Program, a Congregate Nutrition Program, a Family Caregiver Support Program for Caregiver Support, a Health Promotion/Disease Prevention Program, and a Transportation Program.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Schedule A—FY 2006-2007 Description of Services  
Schedule B—FY 2006-2007 Fiscal Summary  
Attachment H—HIPAA Business Associate requirements  
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 Agreement exceed ONE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED DOLLARS (\$176,100).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2006 through June 30, 2007.

This Agreement may be terminated by Contractor, the Director of the Health Department 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 for, 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 Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. **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 will comply with such provisions before commencing the performance of the work of this Agreement.
- B. **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 contractors 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:

Comprehensive General Liability .....	\$1,000,000
Motor Vehicle Liability Insurance .....	\$1,000,000
Professional Liability .....	\$1,000,000

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

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

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

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," 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 and Other Requirements**

- 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 Agreement.
- 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:
  - 1. Termination of this Agreement;
  - 2. Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - 3. Liquidated damages of \$2,500 per violation; and
  - 4. 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.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

**12. Retention of Records, Right to Monitor and Audit**

- A. CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.
- C. CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the

provisions of this body of the agreement shall prevail. 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 States 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, FSM II  
Aging and Adult Services  
225 37<sup>th</sup> 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

#### **16. Conflict of Interest**

- A. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
- B. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

**17. Debarment, Suspension, and Other Responsibility Matters**

A The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 17 A. of this certification; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
5. Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.

B. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

**18. Contractor's Staff**

- A. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.
- B. This staff shall be available to the State and Aging and Adult Services for training and meetings as necessary

**19. Lobbying Certification**

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:



- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **20. Property**

- A. The Contractor shall record the following information when property is acquired:
  - 1. Date acquired
  - 2. Property description (include model number)
  - 3. Property identification number (serial number)
  - 4. Cost or other basis of valuation
  - 5. Fund source
  - 6. Rate of depreciation (or depreciation schedule), if applicable
- B. The Contractor shall keep track of property purchased with Contract funds, whether capitalized or not. The Contractor shall submit to the Department, annually with the Closeout, a current inventory of property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall maintain an annual inventory of property furnished or

purchased by the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to the Department.

- C. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement, the Contractor must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall use the Request to Dispose of Property (CDA 248) to dispose of property.

## **21. Transition Plan**

- A. The Contractor shall submit a transition plan to Aging and Adult Services within 15 days of delivery of a written Notice of Termination (Pursuant to Section 21 A, of this Agreement) of a program funded either by Title III and Title VII or a Community-Based Services Program funded by the Older Californians Act. The transition plan must be approved by the State and shall at a minimum include the following:
1. Description of how clients will be notified about the change in their service provider.
  2. A plan to communicate with other organizations that can assist in locating alternative services.
  3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
  4. A plan to evaluate clients in order to assure appropriate placement.
  5. A plan to transfer any confidential medical and client records to a new contractor.
  6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
  7. A plan for adequate staff to provide continued care through the term of the contract.
  8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the contract.
  9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by Aging and Adult Services. Aging and Adult Services will monitor the Contractor's progress in carrying out all elements of the transition plan.

## **22. Provision of Services**

- A. Contractor shall take reasonable steps to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (22 CCR 98211)
- B. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
1. Interpreters or bilingual providers and provider staff;
  2. Contracts with interpreter services;
  3. Use of telephone interpreter lines;
  4. Sharing of language assistance materials and services with other providers;
  5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs; and
  6. Referral to culturally and linguistically appropriate community services programs.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
 Jerry Hill, President, Board of Supervisors,  
 San Mateo County

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

ATTEST:

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

MILLS-PENINSULA SENIOR FOCUS

  
 \_\_\_\_\_  
 Contractor's Signature

Date: May 30, 2006

Long Form Agreement/Business Associate v 1/09/06

## SCHEDULE A

### MILLS-PENINSULA SENIOR FOCUS, INC.

#### FY 2006-2007 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 (ADCRC) Program, a Congregate Nutrition Program, the Family Caregiver Support Program for Caregiver Support, a Health Promotion/Disease Prevention Program, and a Transportation Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2006 through June 30, 2007. 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. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

#### I. ADULT DAY HEALTH CARE PROGRAM

##### A. Units of Service

Contractor agrees to provide 38 unduplicated clients with 2,900 days of attendance.

##### B. 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)**

##### C. Program Requirements

Contractor agrees to:

1. Be licensed by the State of California and conform to State regulations;
2. 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;
3. Offer a daily nutrition program; and
4. 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

### A. 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.

### B. 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 to professional service 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**

C. Program Requirements

Contractor agrees to:

1. 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;
2. Provide physical facilities that include safeguards to protect the participants' 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;
3. 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;
4. 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;
5. 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;
6. Conduct community outreach activities and provide Alzheimer's Disease educational and informational materials to the community;
7. **Eligible Service Population** means: an individual age 18 and older with Alzheimer's disease, or other dementia-related disorders, particularly in the moderate to severe stages, whose care needs and behavioral problems may make it difficult to participate in existing care programs;
8. Have the ability to use additional funding sources, including but not limited to, participant fees or share-of-cost;
9. Submit a budget that details the total amount of funds from all

sources that will be used to operate the ADCRC program, which must at a minimum total \$75,884; and

10. Subcontractor must have a mechanism in place to ensure that changes in licensing status are reported to the Contractor within 30 days.

### III. CONGREGATE NUTRITION PROGRAM

#### A. Units of Service

Contractor agrees to provide 38 unduplicated clients with 2,900 congregate meals, and four nutrition education presentations.

#### B. Unit Definitions

**Meal:** To provide one meal which assures a minimum of one-third of the current Recommended Dietary Allowance for adults.

**Unit of Service: One meal**

**Nutrition Education:** To provide regularly scheduled 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 participants. Handout materials may be used as the sole education component for home-delivered meal program participants.

**Unit of Service: One presentation**

#### C. Program Requirements

Contractor agrees to:

1. 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) regarding safe and sanitary preparation and service of meals; and
2. Operate the program five days a week (or as negotiated for less or alternative service).

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

#### A. 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.

B. Unit Definitions

**Caregiver Support Group (Caregiver Support):** A group of caregivers led by a competent facilitator, having the purpose of providing the caregivers with a forum to exchange “histories,” information, encouragement, hope and support.

**Unit of Service: One hour**

**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**

C. Program Requirements

Contractor agrees to:

1. 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;
2. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374;
3. **Eligible Service Population** for Title III E means:
  - a. A Family Caregiver
  - b. A Grandparent or Older Individual Who is a Relative Caregiver;
4. **A Family Caregiver** is defined in Title III, Part E, Sections 372(2) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual. “Family caregiver” is used interchangeably with “informal caregiver”. “Informal” means that the care is not provided



as part of a public or private formal service program;

A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver;

5. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood or marriage, who is 60 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.
  - a. Lives with a child;
  - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
  - c. Has legal relationship with child, as such legal custody or guardianship, or is raising the child informally;
6. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older [Title III, Part E, Section 373(2); Part A, Section 102(35)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment;
7. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(1) of the OAA as an individual who is not more than 18 years of age;
8. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training to caregivers to assist the caregivers in making decisions and

solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e)(1), the Department has established for the five support service categories additional service standards that must be met documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary; and

The following apply to the Respite service category above:

- a. "Respite" can be in the form of respite provided in the home (and may include the provision of personal, homemaker, and chore services to the care receiver), respite provided by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and respite provided by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
- b. "Temporarily" means a brief period of relief or rest from a caregiver's responsibilities during a limited time period.
- c. Title III E funds cannot be used to support the following activities:
  - (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
  - (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly; and
  - (3) To supplement the service unit cost of "a participant day" at an adult day care program.

## **V. HEALTH PROMOTION PROGRAM/DISEASE PREVENTION (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**

**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.

## VI. TRANSPORTATION PROGRAM

A. Units of Service

Contractor agrees to provide 38 unduplicated clients with 5,800 trips.

B. Unit Definition

**Transportation:** To take a client from one location (home, senior center facility, etc.) to another.

**Unit of Service: One one-way trip**

C. Program Requirements

Contractor agrees to:

1. Coordinate services with all other relevant transit, especially paratransit services available from Redi-Wheels and Redi-Coast;
2. Bill additional transportation services to the contract only if the client is allowed to pay a suggested contribution and will not be denied services if he/she is unable to pay; and
3. Provide transportation for clients of senior centers or adult day programs as the established priority. Agencies should provide additional shopping assistance or medical trip services only if there is a defined need and only if resources permit.

## **SCHEDULE B**

### **MILLS-PENINSULA SENIOR FOCUS, INC.**

#### **FY 2006-2007 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, an Alzheimer's Program, a Congregate Nutrition Program, the Family Caregiver Support Program for Caregiver Support, a Health Promotion/Disease Prevention Program, and a Transportation Program. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2006 through June 30, 2007. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations, applicable federal laws, 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 Adult Day Health Care Program services rendered through OAA funds, the rate of \$4.30 per day.

The maximum reimbursement for the Adult Day Health Care Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWELVE THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$12,470).

#### **II. ALZHEIMER'S PROGRAM**

Aging and Adult Services will pay the contractor in consideration of Alzheimer's Program services rendered through OAA funds, the rate of one-twelfth of the total reimbursement for this program per month, as long as this amount does not exceed the total cost of Alzheimer's services rendered.

The maximum reimbursement for the Alzheimer's Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed SEVENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS (\$75,884).

#### **III. CONGREGATE NUTRITION PROGRAM**

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

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed TEN THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$10,730).

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

Aging and Adult Services will pay the contractor in consideration of Family Caregiver Support Program services rendered through OAA funds, including caregiver counseling, caregiver training and caregiver support group assistance, at the rate of one-twelfth of the total reimbursement for this program per month, as long as this amount does not exceed the total cost of Family Caregiver Support Program services rendered.

The maximum reimbursement for the Family Caregiver Support Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWENTY THOUSAND DOLLARS (\$20,000).

#### **V. HEALTH PROMOTION PROGRAM/DISEASE PREVENTION (Wise and Well Program)**

##### **A. Disease Prevention**

Aging and Adult Services will pay contractor in consideration of Disease Prevention services rendered through OAA funds, the rate of one-twelfth of the total reimbursement of this program per month, as long as this amount does not exceed the total cost of disease prevention services rendered.

The maximum reimbursement for the Disease Prevention portion of this program during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWENTY-SEVEN THOUSAND TWO HUNDRED SIX DOLLARS (\$27,206).

##### **B. Medication Management**

Aging and Adult Services will pay contractor in consideration of Medication Management Program services rendered through OAA funds, the rate of one-twelfth of the total reimbursement of this program per month, as long as this amount does not exceed the total cost of medication management services rendered.

The maximum reimbursement for the Medication Management Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed FIVE THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS (\$5,969).

#### **VI TRANSPORTATION PROGRAM**

Aging and Adult Services will pay contractor in consideration of Transportation Program services rendered through IIIB OAA funds, the rate of one-twelfth of the total reimbursement of this program per month, as long as this amount does not exceed the total cost of transportation services rendered.

The maximum reimbursement for the Transportation Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed ELEVEN THOUSAND SIX HUNDRED DOLLARS (\$11,600).

---

Contractor agrees to the following:

- A. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- B. 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;
- C. 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.);
- D. Offer services throughout the twelve-month contract period, unless prior written approval is received from Aging and Adult Services;
- E. Submit a closing report by July 31, 2007;
- F. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated; and
- G. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Mills-Peninsula Senior Focus, Inc., is \$163,859 in OAA and NSIP funds, and \$12,241 in County General Funds for general program support for a total amount of ONE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED DOLLARS (\$176,100) for the contract term July 1, 2006 through June 30, 2007.



**Attachment H**  
**Health Insurance Portability and Accountability Act (HIPAA)**  
**Business Associate Requirements**

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Electronic Protected Health Information.* "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

## Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

#### Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

#### Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

### Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

### Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

ATTACHMENT I

**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 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

VICE PRESIDENT - MPH'S

Name of Contractor(s) - Type or Print

1783 EL CAMINO REAL

Street Address or P.O. Box

BURLINGAME, CA 94010

City, State, Zip Code

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

[Signature]

Signature

Vice President

Title of Authorized Official

May 30, 2006

Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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: MAUREEN DUNN  
Address: 1720 EL CAMINO REAL, STE 10  
BURLINGAME, CA 94010  
Phone Number: 650-696-3643  
Fax Number: 650-696-3633

### 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  
VP  
Title

Fores + Mala Kott  
Name (Please Print)  
May 30, 2006  
Date

**SUTTF 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 06-0569

Issue Date: 1/1/2006

**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 2006-1	\$5,000,000/Claim

Retroactive Date: 4/1/94 (MPHS)

Certificate Effective Date: 1/1/2006

Certificate Expiration Date: 7/1/2006

**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-000936092-01

**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- AL

**INSURED**  
Mills-Peninsula Health Services  
Senior Focus, Inc.  
1783 El Camino Real  
Burlingame, CA 94010

### COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 1

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
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" 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	<b>AUTOMOBILE LIABILITY</b> <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	1337205537	07/31/05	07/31/06	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
	OTHER				

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

EVIDENCE OF COVERAGE AS RESPECTS MILLS-PENINSULA SENIOR FOCUS AGREEMENT TO PROVIDE NUTRITION AND TRANSPORTATION SERVICES.

### CERTIFICATE HOLDER

COUNTY OF SAN MATEO  
ATTN: MARIE PLACE SHANKS  
AGING AND ADULT SERVICES  
225 WEST 37TH AVENUE  
SAN MATEO, CA 94403

### 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 *Redell*

MM1(3/02)

VALID AS OF: 02/24/06



STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

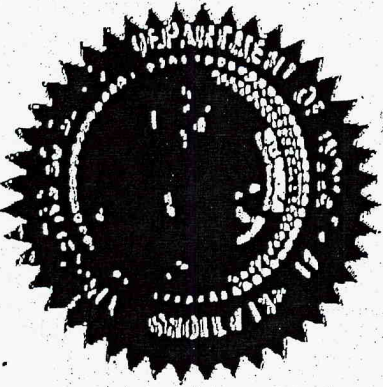
NUMBER 1993-K

# CERTIFICATE OF CONSENT TO SELF-INSURE

MILLS-PENINSULA HEALTH SERVICES (a California corporation)  
Subsidiary of Sutter Health

THIS IS TO CERTIFY, That MILLS-PENINSULA HEALTH SERVICES (a California corporation)  
Subsidiary of Sutter 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 in 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 incurring claims for 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.