

AGREEMENT WITH THE INSTITUTE FOR HUMAN AND SOCIAL DEVELOPMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 5th day of September, 2007, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the INSTITUTE FOR HUMAN AND SOCIAL DEVELOPMENT, hereinafter called "IHSD";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that County be performing the professional services hereinafter described for Institute for Human and Social Development;

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

1. Services to be Performed by County

In consideration of the payments hereinafter set forth, County, under the general direction of the Health Department Director, or her designee, with respect to the product or result of County's services, shall provide services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of County's performance of the services described in Schedule A, the amount that IHSD shall be obligated to pay for services rendered under this Agreement shall not exceed EIGHT HUNDRED THIRTY SIX THOUSAND FIFTY NINE DOLLARS (\$836,059) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule A, attached hereto and incorporated herein. Any rate increase is subject to the mutual

approval of the parties, and shall not be binding on IHSD unless so approved in writing. Each payment shall be conditioned on the performance of the services described in Schedule A.

C. Time Limit for Submitting Invoices. County shall submit an invoice for services to IHSD for payment in accordance with the provisions of Schedule A.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and IHSD is to create an independent contractor relationship.

4. Hold Harmless

It is agreed that IHSD 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 IHSD (and its officers, agents, employees or servants), or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from IHSD'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, which arise out of the terms and conditions of 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 IHSD 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.

5. Insurance

A. Workers' Compensation and Employer Liability Insurance. County shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' 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.

B. Liability Insurance. County shall be self-insured during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it 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 County's operations under this Agreement.

6. Amendment of Agreement and 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.

7. Retention of Records, Right to Monitor and Audit

A. IHSD shall maintain all required records for three (3) years after the Agreement is fully performed and all payments have been made, and shall be subject to the examination and/or audit of the County, Federal grantor agency, and the State of California.

B. Reporting and Record Keeping: IHSD 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. IHSD 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.

8. Compliance with Applicable Laws

All acts to be performed by IHSD 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 acts 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.

IHSD will timely and accurately complete, sign, and submit all necessary documentation of compliance.

9. Assignability

IHSD shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to perform any act required 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, in addition to other remedies provided by law, to automatically and immediately terminate this Agreement.

10. Interpretation and Enforcement

A. 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:

1) In the case of County, to:

San Mateo County
Family Health Services Division
225 37th Avenue, Room 125
San Mateo, CA 94403
Attn: Mary Hansell, Director

or to such person or address as County may, from time to time furnish to

IHSD.

2) In the case of IHSD, to:

Institute for Human & Social Development
Attention: Amy Liew

1265 Mission Road
South San Francisco, CA 94080

B. 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.

C. Venue. Any action brought to enforce this agreement must be brought in the Superior Court of California in and for the County of San Mateo.

11. Term of the Agreement


Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from September 5, 2007 through September 4, 2008. This Agreement may be terminated by IHSD, Health Department Director or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

**INSTITUTE FOR HUMAN & SOCIAL
DEVELOPMENT, INC.**

By: _____

By: 

Date: _____

Date: 9/5/07

STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This Agreement is entered into on this first day of September 5, 2007 by and
(month) (year)
between The Institute for Human & Social Development, Inc. hereinafter referred to as the Agency,
(name of sponsor)
and San Mateo County Health Department hereinafter referred to as the Vendor.
(name of food service management/vending company or school district)

WHEREAS, it is not within the capability of the Agency to prepare specified meals under the Child Care Food Program (CCFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals (inclusive/exclusive) of milk to IHSD/SMEHP/SMHSP/SPS
(site name; add site list if more than one)
at various sites (see attachment) by 10:30am each day (Monday to Friday),
(address) (time) (as appropriate)
in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast	\$ <u>*1.82</u> each	Lunch	\$ <u>*3.15</u> each
Supplement/Snack	\$ <u>*0.93</u> each	Supper	\$ <u> </u> each

***Rate includes disposables and dish washing.**

2. Provide the Agency, for approval, a proposed menu for each month at least 14 days prior to the beginning of the month to which the menu applies. Any changes to the menu made after the Agency approval must be agreed upon by the Agency and documented on the menu records.
3. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified by the CCFP Meal Pattern Schedule B (attached) which is excerpted from the regulations 7 CFR Part 226.20.
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.
5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.

6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within 48 hours of the scheduled delivery time.
8. Present to the Agency an invoice accompanied by reports no later than the 5 day of each month that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
9. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals for use in CCFP. The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Facilities Law, and Chapter 4 of the California Health and Safety Code, are met at all times.
10. Operate in accordance with current CCFP regulations.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place
12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
13. The Vendor agency certifies, that in its operation of a Child Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
14. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510. (Lower Tier)
15. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Request by telephone no later than 1:00pm (2 days before), an accurate number
(time of day or day of week)
of meals to be (delivered to the Agency /picked up by the Agency) on each day
(specified time frame)

Notify Vendor of necessary increases or decreases in number of meal orders within 48 hours of the scheduled delivery time. Errors in meal order counts made by the Vendor shall be the responsibility of the Vendor.
Negotiable time frame but should be no longer than 24 hours

Agency shall be the responsibility of the Agency.

2. Ensure that an Agency representative is available at each (delivery/pick-up) site, at the specified time on each specified (delivery/pick-up) day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements of CCFP, and in health and sanitation practices.
3. Provide personnel to serve meals, clean the serving and eating areas, and auxiliary items for pick up/delivery by the vendor no later than 11:30am on each day
Negotiable time frame but should be no longer than 24 hours
4. Notify the Vendor within 3 days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
5. Provide the Vendor with a copy of Title 7 CFR Part 226; the CCFP Meal Pattern, Schedule B; the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CCFP. The Agency will, within 24 hours of receipt from CDE/CCFP, advise the Vendor of any changes in the food service requirements of CCFP.
6. Pay the Vendor by the 10th day of each month the full amount as presented on the monthly itemized invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This Agreement will take effect commencing September 5, 2007 and shall be for a period of one calendar year. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.
(first day of contracted service)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

Vendor Official Signature
Rose Jacobs Gibson
Vendor Official Name (please type)
President, Board of Supervisors
Title
650-573-3511
Telephone
September 5, 2007
Date

Agency Official Signature
Amy Liew
Agency Official Name (please type)
Executive/Program Director
Title
650-246-1715
Telephone
September 5, 2007
Date

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.

Name of 504 Person - Type or Print

The Institute For Human and Social Development, Inc.

Name of Contractor(s) - Type or Print

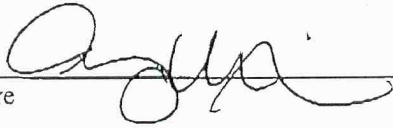
1265 Mission Road

Street Address or P.O. Box

South San Francisco, CA 94080

City, State, Zip Code

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



Signature

Executive/Program Director

Title of Authorized Official

10/22/2007

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."