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COUNTY OF SAN MATEO
Departmental Correspondence

Date: **JUN 06 2001**
Hearing date: **JUN 19 2001**

TO: Honorable Board of Supervisors

FROM: Charlene A. Silva, Director, Aging and Adult Services *CAS*

SUBJECT: Agreements with Catholic Charities of San Francisco, Peninsula Volunteers Rosener House, and City of South San Francisco Adult Day Care Program for FY 2001-02

RECOMMENDATION

Adopt a resolution:

1. authorizing the President of the Board to execute agreements with Catholic Charities of San Francisco, Peninsula Volunteers Rosener House, and City of South San Francisco Adult Day Care Program for Adult Day Care services for FY 2001-02; and
2. authorizing the Director of Health Services Agency to execute future amendments and minor modifications to these agreements, not to exceed \$25,000.

Background

For the past thirteen (13) years Aging and Adult Services (AAS) has received funds from the California Department of Aging (CDA) to provide the Multipurpose Senior Services Program (MSSP). MSSP provides funding for adult day care programs and home health care services to allow frail seniors and adults with disabilities to remain independent in their homes and their communities and avoid premature placement in nursing facilities and acute care hospitals.

On June 5, 2001 your board approved the 2001-2002 Agreement with CDA for MSSP for case management for a total of \$739,385.

Discussion

Adult day care provides a structured and therapeutic program of supervised social, recreational, and nutritional services, linking participants with needed supportive services. It also provides needed respite for family and friends who are the primary caregivers of the program participants. The goal of adult day care is to maintain or improve the well-being of older adults and adults with disabilities and prevent their premature institutionalization.

Honorable Board of Supervisors

Agreements with Catholic Charities, Peninsula Volunteers, and City of South San Francisco

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In December 2000, Aging and Adult Services (AAS) issued a competitive Request for Proposals (RFP) for adult day care programs for services to be funded through San Mateo County's Older Americans Act (OAA) and other AAS programs. The four-year cycle of the RFP is from July 2001 through June 30, 2005. These providers were successful respondents to the RFP to provide adult day care services.

Performance Measures

Two performance measures were developed last year to help determine MSSP's success at meeting its goal of assisting clients to delay or avoid institutionalization. The first measure looks at the average number of months clients are served by MSSP. This represents the amount of time the program has succeeded in avoiding institutionalization. The second performance measure looks at the number of clients who terminate from the program because of institutionalization. The lower this percentage is, the better the program is doing at meeting its goal of avoiding institutionalization.

Performance Measures	Actual FY 2000-01	Estimated FY 2001-02
Average number of months that MSSP services prevented institutionalization	39	37
Number and Percent of case terminations due to institutionalization	35 26%	32 25%

County Counsel has reviewed and approved these agreements.

Term and Fiscal Impact

The term of these agreements is July 1, 2001 through June 30, 2002. The maximum the county shall be obligated to pay collectively for these agreements under a single resolution is \$115,000. These funds are provided through the MSSP agreement with CDA and are included in AAS's approved budget for 2001-2002. There is no impact on the county General Fund as a result of this action.

RECOMMENDED


HEALTH SERVICES AGENCY

REQUEST FOR PROPOSALS (RFP)

1. General Description of RFP	Contract Services for Adult Day Care for the Multipurpose Senior Services Program
2. List key evaluation criteria	1. Prior experience working with target program population, consumer involvement, outreach, and volunteers, 2. Effective plan for delivery of services including organization and staffing, training, record keeping, contingency plan, record keeping, and coordination of services 3. Cost, cost allocations 4. Mission of the organization
3. Where was it advertised?	San Mateo Times
4. In addition to any advertisement, list others to whom RFP was sent	Senior Centers, San Mateo City offices, and agencies services seniors and persons with disabilities.
5. Total number sent to prospective proposers	200
6. Number of proposals received	55
7. Who evaluated the proposals?	Review committee included staff from Aging and Adult Services (AAS) and representatives from Commission on Aging, Commission on Disabilities, AAS from Alameda County, and New Beginnings Coalition.
8. In alphabetical order, names of proposers (or finalist, if applicable) and location	Avenidas, Palo Alto, CA City of Belmont, Belmont, CA Catholic Charities, San Mateo, CA Ctr. for the Independance of the Disabled, Belmont, CA Coastside ADHC, Half Moon Bay, CA City of Daly City, Daly City, CA Family Service Agency, San Mateo, CA Lance Reynolds, San Bruno, DA Legal Aid Society, San Mateo, CA City of Menlo Park, Menlo Park, CA City of Millbrae, Millbrae, CA Mills Peninsula Senior Focus, Inc., Millbrae, CA City of Pacifica, Pacifica, CA Peninsula Volunteers, Menlo Park, CA Poplar, ReCare, San Mateo, CA City of San Bruno, San Bruno, CA San Mateo County/Mental Health, San Mateo, CA Self Help for the Elderly, San Mateo, CA Senior Coastsiders, Half Moon Bay, CA City of South San Francisco, S. San Fco., CA

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION APPROVING AGREEMENTS WITH CATHOLIC CHARITIES OF SAN FRANCISCO, PENINSULA VOLUNTEERS/ROSENER HOUSE, AND CITY OF SOUTH SAN FRANCISCO ADULT DAY CARE PROGRAM FOR FISCAL YEAR 2001-2002.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance Agreements, reference to which is hereby made for further particulars, whereby Catholic Charities of San Francisco, Peninsula Volunteers Rosener House, and City of So. San Francisco Adult Day Care Program shall provide adult day care services for MSSP clients; and

WHEREAS, the maximum the county shall be obligated to pay for services provided through these Agreements is \$115,000 collectively; and

WHEREAS, this Board has been presented with forms of the Agreements and has examined and approved them as to both form and content and desires to enter into the Agreements:

NOW, THEREFORE, IT IS RESOLVED that Agreements with Catholic Charities of San Francisco, Peninsula Volunteers Rosener House, and City of South San Francisco Adult Day Care Program are hereby approved, and the President of this Board of Supervisors is hereby authorized and directed to execute the aforesaid Agreements for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

AGREEMENT WITH CATHOLIC CHARITIES OF SAN FRANCISCO
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CATHOLIC CHARITIES OF SAN FRANCISCO hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Aging and Adult Services, and

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;

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide the 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 Contractor's performance of the services described in Schedule A for the Multipurpose Senior Services Program, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed

ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000) collectively 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 approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule A be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule A. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than thirty (30) days after the date Contractor renders the services, or more than forty-five (45) days after this Agreement terminates, whichever is earlier.

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 Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges, and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. 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, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, 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.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

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, County 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.

A. Workers' Compensation and Employer Liability Insurance. Contractor 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, Contractor 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. 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 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 or by any subcontractor 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 not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance\$1,000,000
- 3) Professional Liability\$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

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 County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if 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. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein.

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Attachment II, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$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 paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;

ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (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 its response to the complaint when filed.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to his contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to, and the right to examine and audit 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.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

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, 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.

11. 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
Aging and Adult Services
225 - 37th Avenue
San Mateo, CA 94403

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

- 2) In the case of Contractor, to:

Mr. Tony Michelini
Catholic Charities of San Francisco
2255 Hayes St., 4th Floor
San Francisco, CA 94117

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.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services 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.

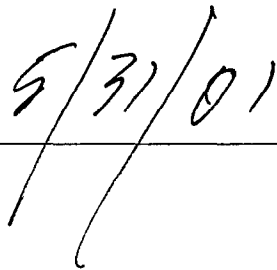
COUNTY OF SAN MATEO

CATHOLIC CHARITIES OF SAN
FRANCISCO

By: _____
Michael D. Nevin, President
Board of Supervisors, County of San Mateo

By:  _____

Date: _____

Date:  _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

ATTACHMENT I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ☐ employs fewer than 15 persons.
- b. ☒ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Steve GRANT, Director of Facilities
Name of 504 Person - Type or Print

Catholic Charities 2255 Hayes St, 4th Fl.
Name of Contractor(s) - Type or Print Street Address or PO Box

San Francisco CA 94117
City State Zip Code

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

5/22/01
Date

Joey Michelu
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible.

ATTACHEMENT II

Contract between County of San Mateo and Catholic Charities of San Francisco, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

SCHEDULE A

MULTIPURPOSE SENIOR SERVICES PROGRAM

PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR PROGRAM

- A. Contractor agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and State of which this agreement is a part.
- B. All invoices for services rendered shall be submitted by the contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to county more than forty-five (45) days from the date of service.

Invoices shall contain:

- 1) The title of the Program: Adult Day Care,
 - 2) Names and titles of all personnel for which reimbursement is being requested,
 - 3) Names of clients, dates of service, unit type, service code, and hours of services provided, and
 - 4) The signature of approval of the subcontractor's project director or an individual acting on his/her behalf.
- C. Compensation for services shall be paid as described in Part II of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

San Mateo County Aging and Adult Services
Attention: Social Work Supervisor - MSSP
225 – 37th Avenue
San Mateo, CA 94403

- D. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to

receive regardless of this Agreement, unless provision of such services would require contractor to develop additional service units.

- E. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement. Contractor agrees to maintain and preserve until four (4) years after termination of County's Agreements with the State, and to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to, and to examine and audit, any and all pertinent books, documents, papers, and records of the Agreement related to the above named programs.
- E. Contractor shall indemnify and hold harmless State, 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 any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978.
- F. Contractor shall hold the State and individuals served under this contract harmless in the event County cannot or will not pay for services performed by the contractor pursuant to this contract. Contractor shall be held solely and exclusively liable for any act or omission of its agents or employees as related to the services provided hereunder.
- G. Contractor, its agents and employees, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of either County or State. This agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Departments of Health Services and Aging in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- H. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention, and disposal. Contractor shall disclose no information without written authorization from San Mateo County, except for statistical information that does not identify specific clients, or as authorized by a program client with regards to information pertaining only to himself/herself. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this agreement. Contractor shall not use such information for any purpose other than carrying out the obligations under this agreement. For the purposes of this paragraph, identity shall include but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

- I. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this contract.
- J. Contractor shall maintain licensure and certification requirements at all times during the term of this Agreement.
- K. 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, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, see Attachment I, as amended, 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, and provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Contractor shall send to each labor union or representative of workers with which vendor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Federal Government or the State, advising the labor union or worker's representative of the contractor's commitments under the Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- L. Contractor agrees to allow County, State, or Federal representatives, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed hereunder. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County or State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that they will not unduly delay or interfere with the work being performed by Contractor.
- M. County may terminate this agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this agreement, the balance, if any, due and owing shall be paid to Contractor. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and the State, including Contract Number MS-0102-13.

- N. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this agreement.

PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES PROGRAM

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Aging and Adult Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This agreement shall be of no force and effect unless and until the County has fully executed agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these agreements have been approved by the State.

Services and Rates of Payment for Catholic Charities of San Francisco - for July 1, 2001 to June 30, 2002

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>
1.0	day	Adult Day Support Center, day=6 hrs.	\$30.00

Definition of Services Provided

Adult Day Support Center (1.0): This is a community-based program that provides nonmedical care to meet the needs of functionally-impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that will provide a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible clients are those who:

- need but do not have a caretaker available during the day;
- are isolated and in need of social stimulation;
- need a protective setting for social interaction; and/or,
- need psychological support to prevent institutionalization.

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the client's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature. This service provides clients with access to community services, activities and resources, specified by their plan of care.

INTEGRATION: This agreement, Attachments I and II, and Schedules A and B inclusive, shall be taken together to form the complete terms and conditions of this agreement. Should any of the terms and conditions of this agreement be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall be valid and serviceable.

SCHEDULE B

MULTIPURPOSE SENIOR SERVICES PROGRAM SERVICE VENDOR APPLICATION

(Additional specifications)

1. Vendor Name: Catholic Charities Adult Day Support Center

Address: 787 Walnut Street, San Carlos, CA 94070

Telephone #: (650) 592-9325 Fax #: (650) 592-2316 e-mail: nknific@ccasf.org

2. Vendor SSV# or FID: 94-149-8477

3. Authorized Signature: 

Name/Title: Brian Cahill, Executive Director

Telephone: (415) 592-9229

4. Vendor Contact Person: Nancy Knific

Title: Program Director Telephone: (650) 592-9325

5. Type of Provider (check one): ☒ Incorporated, non-profit, tax-exempt ☐ Government Agency
☐ Unincorporated Group ☐ Individual ☐ Profit Agency
☐ Other _____

6. List the rate(s) per unit at which your organization offers to provide services to MSSP clients. For each rate provide a breakdown of the cost factors that comprise that rate. Also, if the proposed rate is higher than that charged to other agencies please provide a thorough explanation of the reason(s) for the difference.

Our cost of services is \$45.00 for 6 hours per day. We propose that MSSP clients pay \$30.00 per day; this includes transportation and a hot nutritious lunch. This is only a \$1.68 increase in our contract.

7. List the days and hours of your organization's service availability.

Monday through Friday 8:00am to 5:30pm

8. Are there any restrictions or limitations on the availability of your services such as eligibility criteria, service area, minimum number of units or maximum number of units?

The population served is frail, at-risk older adults who live in San Mateo County. We are licensed for up to 40 participants each day. Persons with certain special needs are assessed and evaluated to ensure that staff cares adequately for their individual needs.

9. If applicable, what type of business or professional licenses are held by your organization.

<u>Type</u>	<u>License Number</u>
<u>Community Care Licensing/Department of Social Services</u>	<u>410-504-131</u>

10. List the number and position titles of all staff (paid and volunteer) to be involved in providing services to MSSP clients. List professional certificates, licenses, degrees, etc., where appropriate (i.e., R.N. Nurse Practitioner, Medical Doctor, MSW, etc.)

1 Program Director

1 Activity Coordinator

3 Program Assistants

5 On-call staff

Approximately 50 volunteers a year averaging 180 hours per month

11. List the number and position titles of all staff (paid and volunteer) to be involved in the administrative and fiscal tasks related to the provision of services to MSSP clients. List professional degrees and certificates, etc., where appropriate (i.e., MBA, CPA, MHP).

The Program Director oversees the billing for MSSP clients. A Program Assistant does the actual billing of all clients, including MSSP clients. The Program Director handles intake and referral for MSSP clients.

12. Describe the organization's general fiscal methods and procedures, (i.e., "double entry bookkeeping by CPA two hours per day," or "computerized accounting system with four full-time fiscal staff," etc.).

The Program Assistant manually enters the days attended by each client into a computer, which generates a bill. All bills are reviewed for accuracy by the Program Director.

13. List the carrier name, carrier number, policy number and coverage limits for each type of insurance your organization maintains. Please attach a copy of the current certificate of proof of coverage.

Type	Carrier Name	Carrier Number	Policy Number	Coverage
Comprehensive/ General Liability	Ordinary Mutual	NA	CGAL 0022000	\$1,000,000
Professional Liability	Ordinary Mutual	NA	CGAL 0022000	\$1,000,000
Performance	NA			
Auto	Ordinary Mutual	NA	CGAL 0022000	\$1,000,000
General Fidelity Bond	NA			
Worker's Compensation	American Home Assurance	NA	4551904	\$1,000,000
Products liability	NA			
Other	NA			

14. Summarize your organization's experience in the provision of services to our client population.

San Carlos Adult Day Support Program has been operating for nineteen years. San Carlos Adult Day Support Program has a proven track record in providing stimulation and socialization to at-risk seniors through social, therapeutic, and educational programs. Currently, the program serves several MSSP clients and has served dozens over our nineteen-year history. Lastly, Catholic Charities has expertise in the area of Aging Services as it operates six Aging Programs, in San Francisco, San Mateo, and Marin counties, one of which is another Adult Day Support Program.

15. List two or more organizations/individuals, which have used your service and can comment on your organization's experience and quality of service provision.

Individual client references are available upon request.
MSSP Social Workers, Joanne Kennelly, Jan Manders,
Donna Mae Mallut, R.N.

16. I certify that the above is true to the best of my knowledge.

Authorized name: Nancy Knific

Date:

Nancy Knific 5/31/01

Title: Program Director

Signature:

Nancy Knific

AGREEMENT WITH PENINSULA VOLUNTEERS/ROSENER HOUSE
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA VOLUNTEERS/ROSENER HOUSE, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Aging and Adult Services, and

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;

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide the 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 Contractor's performance of the services described in Schedule A for the Multipurpose Senior Services Program, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed

ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000) collectively for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedules A and B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule A be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule A. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than thirty (30) days after the date Contractor renders the services, or more than forty-five (45) days after this Agreement terminates, whichever is earlier.

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 Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges, and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. 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, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, 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.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

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, County 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.

A. Workers' Compensation and Employer Liability Insurance. Contractor 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, Contractor 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. 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 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 or by any subcontractor 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 not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance \$1,000,000
- 3) Professional Liability \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

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 County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if 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. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein.

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Attachment II, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$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 paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;

ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (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 its response to the complaint when filed.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to his contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to, and the right to examine and audit 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.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

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, 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.

11. 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
Aging and Adult Services
225 - 37th Avenue
San Mateo, CA 94403

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

- 2) In the case of Contractor, to:

Ms. Barbara Kalt
Peninsula Volunteers Rosener House
1060 Middle Avenue
Menlo Park, CA 94025

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.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services 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

PENINSULA VOLUNTEERS/ROSENER
HOUSE

By: _____
Michael D. Nevin, President
Board of Supervisors, County of San Mateo

By: Bernadette Mellott

Date: _____

Date: May 29, 2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

ATTACHMENT I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ☐ employs fewer than 15 persons.
- b. ☐ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Bernadette Mellott, Executive Director
Name of 504 Person - Type or Print
Peninsula Volunteers Rosner House 800 Middle Ave Menlo D.
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 correct to the best of my knowledge.

May 29, 2001
Date

Bernadette Mellott, Executive Director
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible.

ATTACHEMENT II

Contract between County of San Mateo and Peninsula Volunteers/Rosener House, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

SCHEDULE A

MULTIPURPOSE SENIOR SERVICES PROGRAM

PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR PROGRAM

- A. Contractor agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and State of which this agreement is a part.
- B. All invoices for services rendered shall be submitted by the contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to county more than forty-five (45) days from the date of service.

Invoices shall contain:

- 1) The title of the Program: Adult Day Care,
 - 2) Names and titles of all personnel for which reimbursement is being requested,
 - 3) Names of clients, dates of service, unit type, service code, and hours of services provided, and
 - 4) The signature of approval of the subcontractor's project director or an individual acting on his/her behalf.
- C. Compensation for services shall be paid as described in Part II of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

San Mateo County Aging and Adult Services
Attention: Social Work Supervisor - MSSP
225 - 37th Avenue
San Mateo, CA 94403

- D. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to

receive regardless of this Agreement, unless provision of such services would require contractor to develop additional service units.

- E. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement. Contractor agrees to maintain and preserve until four (4) years after termination of County's Agreements with the State, and to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to, and to examine and audit, any and all pertinent books, documents, papers, and records of the Agreement related to the above named programs.
- E. Contractor shall indemnify and hold harmless State, 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 any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978.
- F. Contractor shall hold the State and individuals served under this contract harmless in the event County cannot or will not pay for services performed by the contractor pursuant to this contract. Contractor shall be held solely and exclusively liable for any act or omission of its agents or employees as related to the services provided hereunder.
- G. Contractor, its agents and employees, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of either County or State. This agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Departments of Health Services and Aging in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- H. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention, and disposal. Contractor shall disclose no information without written authorization from San Mateo County, except for statistical information that does not identify specific clients, or as authorized by a program client with regards to information pertaining only to himself/herself. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this agreement. Contractor shall not use such information for any purpose other than carrying out the obligations under this agreement. For the purposes of this paragraph, identity shall include but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

- I. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this contract.
- J. Contractor shall maintain licensure and certification requirements at all times during the term of this Agreement.
- K. 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, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, see Attachment I, as amended, 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, and provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Contractor shall send to each labor union or representative of workers with which vendor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Federal Government or the State, advising the labor union or worker's representative of the contractor's commitments under the Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- L. Contractor agrees to allow County, State, or Federal representatives, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed hereunder. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County or State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that they will not unduly delay or interfere with the work being performed by Contractor.
- M. County may terminate this agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this agreement, the balance, if any, due and owing shall be paid to Contractor. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and the State, including Contract Number MS-0001-13.

- N. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this agreement.

PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES PROGRAM

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Aging and Adult Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This agreement shall be of no force and effect unless and until the County has fully executed agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these agreements have been approved by the State.

Services and Rates of Payment for Peninsula Volunteers/Rosener House - for July 1, 2001 to June 30, 2002

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>
1.0	day	Adult Day Support Center, day=6 hrs.	\$30.00

Definition of Services Provided

Adult Day Support Center (1.0): this is a community-based program that provides nonmedical care to meet the needs of functionally-impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that will provide a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible clients are those who:

- need but do not have a caretaker available during the day;
- are isolated and in need of social stimulation;
- need a protective setting for social interaction; and/or,
- need psychological support to prevent institutionalization.

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the client's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature.

INTEGRATION: This agreement, Attachments I and II, and Schedules A and B inclusive, shall be taken together to form the complete terms and conditions of this agreement. Should any of the terms and conditions of this agreement be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall be valid and serviceable.

SCHEDULE B

MULTIPURPOSE SENIOR SERVICES PROGRAM SERVICE VENDOR APPLICATION

(Additional specifications)

1. Vendor Name: Peninsula Volunteers Rosener House Adult Day Support Center

Address: Facility: 795 Willow Road, Bldg. 323C, Menlo Park, CA 940225
As of Sept. 15: 500 Arbor Road, Menlo Park, CA 94025
Mail Until Sept. 15: 800 Middle Avenue, Menlo Park, CA 94025

Telephone #: 650/322-0126 FAX #: 650/322-4067 email: rosener@ix.netcom.com

2. Vendor SSN # or FID: 94-1294939

3. Authorized Signature: Bernadette Mellott

Name/Title: Bernadette Mellott, Executive Director, Peninsula Volunteers, Inc.

Telephone: 650/326-0665

4. Vendor Contact Person: Barbara Kalt

Title: Director, Rosener House Telephone: 650/322-0126

5. Type of Provider: Incorporated, non-profit, tax-exempt

6. List the rate per unit at which your organization offers to provide services to MSSP clients. For each rate provide a breakdown of the cost factors that comprise that rate. Also, if the proposed rate is higher than that charged to other agencies please provide a thorough explanation of the reasons for the difference.

Based on the FY 01-02 operating budget for Rosener House, the cost of service will be \$60.00 per day per participant. This is the first increase in three years, and it will coincide with our move in September into our new 12,000 square foot facility at 500 Arbor Road, Menlo Park. Costs of running the new larger facility and more staff members' salaries plus depreciation expenses account for the increase in cost of service. We will provide services to MSSP clients for \$30.00 per day which will include transportation, lunch and snacks, health monitoring by Registered Nurse, physical and/or speech therapies as appropriate, specialized Alzheimer's and Dementia program when appropriate, full activity program led by professional staff, support services and education for caregivers as well as participants.

7. List the days and hours of your organization's service availability.

Monday through Friday, 8:00 a.m. to 5:30 p.m. with major holidays excepted.

8. Are there any restrictions or limitations on the availability of your services such as eligibility criteria, service area, minimum number of units or maximum number of units?

There are written participation criteria policies generally limiting services to those able to benefit from group activities in a structured environment. Service area includes city of San Mateo through Sunnyvale. We are licensed for attendance of 60 per day currently, and in September when we move to the new facility we will increase our capacity to 60 per day. We encourage participants to come at least two days per week.

9. What type of business or professional licenses are held by your organization?

<u>Type</u>	<u>License Number</u>
Adult Day Support Center Licensed by the California Department of Social Services, Community Care Licensing	#415600229

10. List the number and position titles of all staff (paid and volunteer) to be involved in providing services to MSSP clients. List professional certificates, licenses, degrees, etc.

Barbara Kalt, B.S., Director
Shirley Brower, Registered Nurse
Carol Denehy, M.A., Social Worker
Nancy O'Brien, B.S., Social Worker
Dina Jurgensen, Activity Director Certificate, Program Coordinator
Shawn Evans, B.S., Certified Music Therapist, Dementia Services Coordinator
Denise Brady, B.S., Support Services Coordinator
Brigith Babb, Assistant Program Coordinator
Nelly Davoust, Activity Leader
Jonathan Adrias, Certified Nursing Assistant, Activity Leader
Mila Leonardo, B.S., Program Assistant
Natividad Benaso, Program Assistant
Joan Veader, Program Assistant
Jette Knudsen, Program Assistant
Nancy Larson, Physical Therapist
Joanne Merrill, R.D., Dietitian
Melinda Compton, B.A., Administrative Assistant
Lisa Levine Sporer, M.A., Speech Language Pathologist (Therapist)

Volunteers in Program Activities: Margaret Chui, Jess Kitchener, Pat O'Brien, Don D'Amico (Senior Companion Program), Jean Hybl, Rev. Edward Bonhert, many members of Peninsula Volunteers who assist with lunches and special events, and other community volunteers who come occasionally to provide entertainment or educational presentations.

11. List the number and position titles of staff (paid and volunteer) to be involved in the administrative and fiscal tasks related to the provision of services to MSSP clients. List professional degrees and certificates.

Melinda Compton, B.A., Administrative Assistant
 Sherlie Bwa, B.S., Accounting Manager
 Bernadette Mellott, M.P.A., Executive Director

12. Describe the organization's general fiscal methods and procedures.

Peninsula Volunteers, Inc.-Rosener House Accounting System: Double entry, one full-time accountant and part-time volunteers. Computer system: Using Quickbook Pro.

13. List the carrier name, carrier number, policy number and coverage limits for each type of insurance your organization maintains. Please attach a copy of the current certificate of proof of coverage.

Type	Carrier Name	Carrier Number	Policy Number	Coverage
Comprehensive/ General Liability	Riverport Ins. Co.		RP0001395	\$2 Million
Professional Liability/ Malpractice	U. S. Fire Ins.		556-000058-1	\$1 Million
Auto	Riverport Ins. Co.		RP0001395	\$1 Million
Workers Compensation	Safety National Casualty		PR0008280	\$1 Million
Excess Liability	Riverport Ins. Co.		RPX001396	\$5 Million
Course of Construction	Zurich		BR49059604	\$2,800,000

14. Summarize your organization's experience in the provision of services to our client population.

Rosener House has provided a therapeutic day activity program for older adults with physical, cognitive, and emotional challenges since 1978. The program has expanded over the years in response to community need. Additions to services have included

social worker, nurse, physical and speech therapies, and support group meetings. The most recent addition is the Dementia and Alzheimer's Services Program for participants who benefit from small group activities based on their functioning levels. Separation of the dementia activities benefits the higher cognitive functioning participants as well.

The daily activity schedule includes exercise, music, walks, entertainment, holiday celebrations, creative arts, reading and discussion groups, reminiscing groups, pet therapy, games, current events, social interaction, and the dementia specific programming. Other services include family support groups, referrals to other community resources, nutritious hot lunch and snacks, and transportation assistance. Staff to participant ratio is at least 1:6.

Rosener House is temporarily located in the Menlo Park VA at 795 Willow Road, and we anticipate moving into our new building in September of 2001. We are currently licensed to have 60 participants per day, and in the new Rosener House we will be able to have 80 per day. We look forward to providing services for older adults with special needs as that segment of the population continues to grow. Peninsula Volunteers shares the philosophy of the MSSP program of allowing older adults to remain active in the community with the support services that they need. Community based programs are the best, most cost effective way to achieve this goal. We hope that the MSSP program will be expanding in the future.

15. List two or more organizations/individuals which have used your service and can comment on your organization's experience and quality of service provision.

- (1) Family Caregiver Alliance, Kathleen Kelly, Executive Director, 415/434-3388. We have contracted with Family Caregiver Alliance since 1982, when the program was started by the state of California as the Family Survival Project.
- (2) Alzheimer's Association of the Greater Bay Area, William H. Fisher, Executive Director, 650/962-8111. We have accepted referrals of families in need of our services since the founding of the chapter. Families in financial need receive respite assistance for participants to attend Rosener House.
- (3) San Mateo County Area Agency on Aging, Sandy Cohen, Program Specialist, 573-2621. Rosener House has contracted with Aging and Adult Services for Older Americans Act grants for Adult Day Care, Congregate Nutrition, and Transportation Assistance. This coming fiscal year, we will also receive a grant to support our Alzheimer's program.

16. I certify that the above is true to the best of my knowledge.

Authorized name: Bernadette Mellott

Date: May 29, 2001

Title: Executive Director, Peninsula Volunteers, Inc.

Signature: Bernadette Mellott

AGREEMENT WITH CITY OF SOUTH SAN FRANCISCO ADULT DAY
CARE PROGRAM FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF SOUTH SAN FRANCISCO ADULT DAY CARE PROGRAM hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Aging and Adult Services, and

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;

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide the 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 Contractor's performance of the services described in Schedule A for the Multipurpose Senior Services Program, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed

agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of injuries to or death of any person or damage to property of any kind whatsoever and to whomsoever belong, or failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978, which result from the negligent act or omissions of Contractor, its officers, and/or employees 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.

County shall indemnify and save harmless Contractor, its officers, and employees and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of injuries to or death of any person or damage to property of any kind whatsoever and to whomsoever belong, or failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978, which result from the negligent act or omissions of County, its officers, and/or employees provided that this shall not apply to injuries or damage for which Contractor 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 each party 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

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of

Insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

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, County 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.

A. Workers' Compensation and Employer Liability Insurance. Contractor 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, Contractor 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. 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 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 or by any subcontractor 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 not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance \$1,000,000
- 3) Professional Liability \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

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 County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if 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. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein.

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Attachment II, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;

ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;

iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$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 paragraph, the County Manager shall have the authority to:

i. examine Contractor's employment records with respect to compliance with this paragraph;

ii. 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 thirty (30) days of such filing, provided that within such thirty (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 its response to the complaint when filed.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the

responsibilities undertaken pursuant tot his contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to, and the right to examine and audit 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.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

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, 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.

11. 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
Aging and Adult Services
225 - 37th Avenue
San Mateo, CA 94403

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

2) In the case of Contractor, to:

Ms. Elaine Porter
City of South San Francisco Adult Day Care Program
P. O. Box 711
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.

12. Term of the Agreement


Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services 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

CITY OF SOUTH SAN FRANCISCO
ADULT DAY CARE PROGRAM

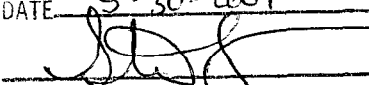
By: _____
Michael D. Nevin, President
Board of Supervisors, County of San Mateo

By: _____


Date: _____

Date: 5.31.01

ATTEST:

APPROVED
DATE 5-30-2001

CITY ATTORNEY

By: _____
Clerk of Said Board

Date: _____

ATTACHMENT I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ☐ employs fewer than 15 persons.
- b. ☒ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

JOSEPH HUNZIKER
Name of 504 Person - Type or Print

<u>CITY OF SOUTH SAN FRANCISCO</u>	<u>601 GRAND AVE</u>
Name of Contractor(s) - Type or Print	Street Address or PO Box
<u>SOUTH SAN FRANCISCO</u>	<u>CA 94080</u>
City	State Zip Code

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

5/31/01
Date

JOSEPH E. HUNZIKER ADX Coord.
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible.

ATTACHEMENT II

Contract between County of San Mateo and City of South San Francisco Adult Day Care Program, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

SCHEDULE A

MULTIPURPOSE SENIOR SERVICES PROGRAM

PART I ASSURANCES SPECIFIC TO THE MULTIPURPOSE SENIOR PROGRAM

- A. Contractor agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and State of which this agreement is a part.
- B. All invoices for services rendered shall be submitted by the contractor within 30 days after service and/or product is provided. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to county more than forty-five (45) days from the date of service.

Invoices shall contain:

- 1) The title of the Program: Adult Day Care,
 - 2) Names and titles of all personnel for which reimbursement is being requested,
 - 3) Names of clients, dates of service, unit type, service code, and hours of services provided, and
 - 4) The signature of approval of the subcontractor's project director or an individual acting on his/her behalf.
- C. Compensation for services shall be paid as described in Part II of this schedule. Invoices shall be submitted on Contractor's letterhead directly to:

San Mateo County Aging and Adult Services
Attention: Social Work Supervisor - MSSP
225 - 37th Avenue
San Mateo, CA 94403

- D. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect third party co-payment, or third party share of cost. Contractor shall accept Medi-Cal and MSSP reimbursement rates as full reimbursement for services provided. Supplementation of existing rates from other funding sources is not allowable under current regulations. Contractor shall not charge San Mateo County for services which clients were entitled to

receive regardless of this Agreement, unless provision of such services would require contractor to develop additional service units.

- E. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement. Contractor agrees to maintain and preserve until four (4) years after termination of County's Agreements with the State, and to permit the State and/or County or any of its duly authorized representatives, including the Controller General of the United States, to have access to, and to examine and audit, any and all pertinent books, documents, papers, and records of the Agreement related to the above named programs.
- E. Contractor shall indemnify and hold harmless State, 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 any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978.
- F. Contractor shall hold the State and individuals served under this contract harmless in the event County cannot or will not pay for services performed by the contractor pursuant to this contract. Contractor shall be held solely and exclusively liable for any act or omission of its agents or employees as related to the services provided hereunder.
- G. Contractor, its agents and employees, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of either County or State. This agreement shall be of no force and effect unless and until County has fully executed Agreements with the State of California Departments of Health Services and Aging in accordance with the terms of the grant as awarded and unless and until these Agreements have been approved by the State.
- H. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information during acquisition, use, retention, and disposal. Contractor shall disclose no information without written authorization from San Mateo County, except for statistical information that does not identify specific clients, or as authorized by a program client with regards to information pertaining only to himself/herself. Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this agreement. Contractor shall not use such information for any purpose other than carrying out the obligations under this agreement. For the purposes of this paragraph, identity shall include but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

- I. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Department of Health and any such conflict may constitute grounds for termination of this contract.
- J. Contractor shall maintain licensure and certification requirements at all times during the term of this Agreement.
- K. 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, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, see Attachment I, as amended, 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, and provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Contractor shall send to each labor union or representative of workers with which vendor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Federal Government or the State, advising the labor union or worker's representative of the contractor's commitments under the Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- L. Contractor agrees to allow County, State, or Federal representatives, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed hereunder. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County or State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that they will not unduly delay or interfere with the work being performed by Contractor.
- M. County may terminate this agreement and be relieved of payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with obtaining the services and work required in any manner and from any service deemed proper by County. County's cost in obtaining such services or work shall be deducted from any sum due Contractor under this agreement, the balance, if any, due and owing shall be paid to Contractor. Contractor, by and through the signature of its undersigned authorized representative, agrees to be bound by and held to all of the terms and conditions of the primary contracts between County and the State, including Contract Number MS-0001-13.

- N. In the event that Contractor is unable to perform its tasks pursuant to the specifications of the agreement, San Mateo County is hereby authorized to select a substitute organization to complete the term of this agreement.

PART II SERVICES AND RATES OF PAYMENT SPECIFIC TO THE MULTIPURPOSE SENIOR SERVICES PROGRAM

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Aging and Adult Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

This agreement shall be of no force and effect unless and until the County has fully executed agreements with the State of California Department of Health Services, in accordance with the terms of the grant as awarded unless and until these agreements have been approved by the State.

Services and Rates of Payment for City of South San Francisco Adult Day Care Program - for July 1, 2001 to June 30, 2002

<u>Serv. Code</u>	<u>Unit Type</u>	<u>Service</u>	<u>Rate</u>
1.0	day	Adult Day Support Center, day=6 hrs.	\$28.00
6.3	one way	Transportation regular	\$1.00

Definition of Services Provided

Adult Day Support Center (1.0): this is a community-based program that provides nonmedical care to meet the needs of functionally-impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that will provide a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible clients are those who:

- need but do not have a caretaker available during the day;
- are isolated and in need of social stimulation;
- need a protective setting for social interaction; and/or,
- need psychological support to prevent institutionalization.

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the client's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature.

Transportation/regular (6.3): This service provides clients with access to community services, activities and resources, specified by their plan of care.

INTEGRATION: This agreement, Attachments I and II, and Schedules A and B inclusive, shall be taken together to form the complete terms and conditions of this agreement. Should any of the terms and conditions of this agreement be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall be valid and serviceable.

6. List the rate(s) per unit at which your organization offers to provide services to MSSP clients. For each rate provide a breakdown of the cost factors that comprise that rate. Also, if the proposed rate is higher than that charged to other agencies please provide a thorough explanation of the reason(s) for the difference.

Our fee is \$42.00 per day. Sliding scale fees are available. MSSP clients reimbursement program is \$24.00 per day. Enrollment is based on individual needs of the potential participant. No one is denied enrollment due to income/ability to pay.

Fee breakdown: \$1.75/meals; \$1.50 per way/transportation fee (SSF Van); operating costs for the remainder of the program fee.

7. List the days and hours of your organization's service availability.

Monday - Friday 8:00am - 4:00pm

8. Are there any restrictions or limitations on the availability of your services such as eligibility criteria, service area, minimum number of units or maximum number of units?

The program is licensed for 45 clients per day. Of those, we can reserve at least 15 clients at the \$24.00 rate. If all slots are filled, MSSP clients will be placed at the head of the waiting list and will be enrolled in the program when a space becomes available.

9. If applicable, what type of business or professional licenses are held by your organization?

<u>Type</u>	<u>License Number</u>
Adult Day Care Program	#410508733

10. List the number and position titles of all staff (paid and volunteer) to be involved in providing services to MSSP clients. List professional certificates, licenses, degrees, etc., where appropriate (i.e., R.N., Nurse Practitioner, Medical Doctor, MSW, etc.).

One - Adult Day Care Coordinator - B.A. Degree
One - Adult Day Care Activity Coordinator - past experience required
One - Adult Day Care Kitchen Aide - past experience required
Three - Adult Day Care Program Assistants - past experience required

11. List the number and position titles of all staff (paid and volunteer) to be involved in the administrative and fiscal tasks related to the provision of services to MSSP clients. List professional degrees and certificates, etc., where appropriate (i.e., MBA, CPA, MPH).

One - Recreation and Community Services Supervisor - B.A. Degree
One - Adult Day Care Coordinator - B.A. Degree
*City of South San Francisco is the ultimate financial agent. The City employs a full financial department staff.

12. Describe the organization's general fiscal methods and procedures, (i.e., "double entry bookkeeping by CPA two hours per day," or "computerized accounting system with four full-time fiscal staff," etc.).

The Adult Day Care Coordinator completes on-site bookkeeping and accounting. The City's Finance Department has a computerized accounting system with many full time staff.

13. List the carrier name, carrier number, policy number and coverage limits for each type of insurance your organization maintains. Please attach a copy of the current certificate of proof of coverage.

Type:	Carrier Name:	Carrier Number:	Policy Number:	Coverage:
Comprehensive/ General Liability				The City of South San Francisco has ABAG coverage as follows:
Professional Liability/ Malpractice				\$100,000 self insurance retention; excess liability of over \$100,000 and \$5,000,000 per occurrence; worker's compensation and ABAG Plan insurance certificates are attached.
Performance				
Auto				
General fidelity bond				
Workers' compensation				
Products liability				
Other				

14. Summarize your organization's experience in the provision of services to our client population.

The program has been in operation since February 1986. Currently we serve approximately 50 clients, with an average daily attendance of 28. The program evolved from the Senior Services Division of the City of South San Francisco which has been serving older adults since 1954. Frail seniors have been served since 1978 through its senior centers. Spanish, Chinese, Italian and Tagalog translation is available. The South San Francisco Department of Parks, Recreation and Maintenance Services follows ADA guidelines in its services and facilities.

15. List two or more organizations/individuals which have used your service and can comment on your organization's experience and quality of service provision.

Client: Olga Nathan, 385 C Street, #1 South San Francisco, CA 94080
(650) 737-7647

Client: Martina Morris, 447 Greenhills Drive, Millbrae, CA
(650) 589-3584

16. I certify that the above is true to the best of my knowledge.

Authorized Name: Joseph Hunziker

Title: Recreation and Community Services Supervisor

Signature: Joseph Hunziker

Date: 5/31/01