

CITY OF CUPERTINO

# Request for Proposal



**CUPERTINO**

*Senior Case Management  
Services*

*November 2014*

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

10300 TORRE AVENUE • CUPERTINO, CA 95014-3255

PH: 408.777.3110 [www.cupertino.org](http://www.cupertino.org)

FAX (408) 777-3366

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

**REQUEST FOR PROPOSAL  
COVER SHEET**

**Response Closing Date:**  
Thursday, December 11, 2014

Title: **SENIOR CASE MANAGEMENT SERVICES**

Company: \_\_\_\_\_

Name: \_\_\_\_\_  
[PRINT OR TYPE]

Federal Tax I.D. No. \_\_\_\_\_

Signature\* \_\_\_\_\_

Street Address: \_\_\_\_\_

Title \_\_\_\_\_

City: \_\_\_\_\_

\* ***Authorized Signature:*** *The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

ONLY RESPONSES WITH AN ORIGINAL  
SIGNATURE WILL BE ACCEPTED.

E-Mail: \_\_\_\_\_

**This cover page must be completed and submitted as part of your response.**

FOR QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL, PLEASE CONTACT:

Julia Lamy  
Recreation and Community Services Department  
TELEPHONE: (408) 777-3150 FAX: (408) 777-3156  
[julial@cupertino.org](mailto:julial@cupertino.org)

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## I. Introduction

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The City of Cupertino is seeking proposals from agencies interested in and qualified to provide case management, resource and referral services for older adults in Cupertino. Services are to be offered directly at the Cupertino Senior Center located at 21251 Stevens Creek Boulevard, Cupertino. The Cupertino Senior Center offers a range of recreational activities and specialized social services for older adults, including special events, volunteer opportunities, group travel, and enrichment classes on a year-round basis. Peak programming hours for seniors coming in for service is Monday through Friday from 8 a.m. to 5 p.m. The contract case management service is partially federally funded and must comply with all guidelines from the Area Agency on Aging for Santa Clara County to carry out a program pursuant to Older Americans Act of 1965.

All responses must conform with the requirements of this Request for Proposal (RFP). The City reserves the right to waive any irregularity in any proposal or reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City.

All proposals shall be submitted to the City no later than **4:00 p.m. on December 11<sup>th</sup>, 2014**. Applicant interviews may be scheduled in December/January to support the City in firm selection.

## II. About Cupertino

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The City of Cupertino is located in Santa Clara County, California, in the area commonly referred to as the Silicon Valley with a population of approximately 61,000. Cupertino is world renowned as the home of high-tech giants, such as Apple, Inc. and Seagate Technologies, and as a community with stellar public schools. Quality education and close proximity to high-tech jobs make Cupertino a highly sought after location for a highly educated and culturally diverse population.

With an average household income exceeding \$161,000, Cupertino residents are in an elite class. Homeownership rates are well over 60%, and the median asking prices for single-family homes are over \$1.3 million.

### III. Contacts

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The primary contact for questions regarding this RFP will be Julia Lamy, Senior Recreation Supervisor ([julial@cupertino.org](mailto:julial@cupertino.org)).

The Cupertino Senior Center is located at 21251 Stevens Creek Blvd., Cupertino, California 95014. The URL for the City's website is [www.cupertino.org](http://www.cupertino.org).

### IV. Proposed Timeline

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RFP issued	November 14, 2014
Deadline for Proposed submission	December 11, 2014
Agency Selected for interviews	December 2014
Interviews conducted	December 2014/January 2015
Agency agreement approved by Council	January/February 2015

### V. Scope of Services – Senior Case Management Services

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This is a project that provides senior residents (ages 50 or older) of Cupertino with a comprehensive resource for social services, including information and assistance, care coordination (case management), shared housing, and other housing options. The selected provider will respond to requests for assistance, assess client needs through interviews and home visits, coordinate service plans with clients and family members, and make referrals to other agencies as necessary. Currently, the program serves approximately 80 older adults with various levels of case management services, and provides 730 resource and referral contacts annually. The case management program is designed to enhance the quality of life for the senior citizens of the Cupertino community through a variety of community events, leisure activities, and social services to meet existing and emerging needs. Case management services are offered on an as needed basis to Cupertino Senior Center members free of charge. Additional aspects of the program include, but are not limited to, volunteer coordination, Friendly Visitors, support groups, health fairs, information fairs, and health information classes. This program is publicized through a variety of media. The City Brochure, flyers and newsletters are distributed at the Senior Center in addition to other senior centers in the area, senior apartment houses and living facilities, and local houses of worship. Technology is widely used to connect seniors to the service. Also, regular press releases are sent to local newspapers, the cable television local access station, and a variety of senior publications. The contractor selected to provide this service and the

services available to address those needs, can disseminate information about its agency's services offered to Cupertino residents.

## **VI. Location**

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Cupertino Senior Center: 21251 Stevens Creek Blvd., Cupertino, CA 95014

## **VII. Office Space**

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Hoteling office space including a desk, computer, telephone, fax machine, and photocopier may be provided onsite by the City if requested. Secure file storage space and client meeting room will be provided, and general office supplies for use on site at the Senior Center only.

## **VIII. Goals and Administration Requirements**

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Proposals should address the following:

- Provide a unique and exciting partnership to support the quality of life of older adults in Cupertino.
- Demonstrate an understanding of the needs of older adults.
- Provide case management services and home visits as needed.
- Provide in-home safety assessment and recommendations for modifications and adaptive equipment.
- Provide informational programs regarding aspects of long term care, advance health care directives, and planning for future needs.
- Provide facility and home care recommendations
- Provide on-going monitoring of the client.
- Provide assessment: Care plan, linkage to services, monitoring and closure if client is non-compliant, moved out of area, permanently moved to facility even if still in area, or deceased.
- Provide advocacy in hospitals, skilled nursing facilities, and long term care facilities to prevent premature and unsafe discharge and coordination with discharge planners for safe discharge.
- Provide family meeting facilitations and mediation.
- Provide transportation to and advocacy at doctor's appointments.
- Provide support and information about Medicare, Medi-Cal, and other insurances
- Perform daily tracking of services and prepare monthly, quarterly, and annual reports required.
- Participate in required training to assist in reporting and documentation requirements.
- Disseminate information about agency services offered to the community



- Respond to crisis situations on an as needed basis.
- Provide resource and referral services both onsite and via telephone when a case manager is not present.
- Refer and connect clients to other local service providers.
- Provide a minimum of 40 hours of service at the Cupertino Senior Center Monday through Friday during peak programming hours (the Center is closed on national holidays).
- Begin providing services effective January 27, 2015 or within close proximity to this date.
- Successfully complete a Department of Justice background clearance prior to starting work at the expense of the agency.
- Demonstrate an ability to provide services utilizing partial or complete federal funding, including generating appropriate reports and records and complying with all federal, state and local laws and regulations.

## **IX. Eligibility**

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This selection process shall be open to all agencies qualified to provide services. Preference will be given to agencies able to demonstrate past experience/success in operating services of this type. Candidates must demonstrate qualifications to work in the capacity of a gerontology case manager/social worker. Agencies must demonstrate that they are capable and experienced in providing the services required in this RFP and understand that the City will rely on the adequacy and accuracy of the information provided during the RFP process. Agencies must show proficiency in the administration of programs that are partially or completely federally funded including appropriate record keeping and report generation as required by law or regulation.

## **X. Selection Process**

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Agencies must submit five complete copies of the proposal by the submission deadline. The proposal should include: Letter of Intent indicating interest in providing services, and summary of project as understood by agency. The following items must also be included:

### Organizational chart

- Identifying lead staff person at the agency to oversee contract case management services as well as key supporting staff.

### General Information

- Address the goals of the RFP as detailed on page 3 section VII of the RFP.

- Address the eligibility requirements as detailed on page 4 section IX of the RFP.
- Provide proposed service model, including hours and days of service.
- Provide cost breakdown, including personnel costs, and total program budget for services rendered.
- Proposal content costs and terms must remain irrevocable for 120 days following the submission date.
- Provide a list of staff and hours planned to meet the overall 40 hour per week staffing commitment.

#### Statement of Qualifications

- Provide brief history of organization and/or principals (attach brochures and descriptive materials that provide information on such experience).
- Provide summary of the related experience and qualifications of agency and contract case manager/s to provide services.
- Provide three professional references.

## **XI. Selection Criteria**

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The top proposals will be selected for further evaluation and negotiations. Criteria used to evaluate proposals will consist of:

1. Background, experience, and qualifications of the agency and agency case manager/s and administration;
2. Thoroughness of understanding of the Scope of Services;
3. Service model
4. References;
5. Demonstrated ability to perform tasks timely and efficiently;
6. Quality of written work; and
7. Cost.

After the proposals are evaluated, the most qualified proposers will be invited for an oral interview with City staff. After the final negotiations, the Recreation and Community Services Department will make a recommendation to members City Council for final approval of contract services.

## **XII. Questions**

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All questions and responses concerning this request for proposal submitted prior to December 4, 2014 will be posted on the City website at [www.cupertino.org](http://www.cupertino.org).

### **XIII. General Information**

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1. The Agency must meet the City's insurance requirements.
2. The City reserves the right to request additional information from any agencies, including, but not limited to personal or corporate financial statements or other financial documentation to demonstrate the ability to financially complete the work required under Agency's proposal.
3. The City reserves the right to reject any or all proposals. All late or incomplete proposals will not be considered. The City shall have sole discretion in determining the completeness of each proposal.
4. The City may contact past clients for references.
5. The terms and scope of the contract will be determined on the basis of professional negotiations between the City and the prospective agency. If the City and agency fail to reach an agreement regarding the contract, the City may negotiate with any other top selected agency.
6. After the selection of the proposal, all agencies will be notified of the City's decision.
7. The selected agency must comply with all federal, state or local laws, requirements and regulations.
8. The RFP is being distributed with the understanding that the Agency is fully responsible for any costs associated with the preparation of a response proposal.

**ATTACHMENT A – SAMPLE AGREEMENT FOR CONSULTANT SERVICES**

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**AGREEMENT BETWEEN THE CITY OF CUPERTINO AND  
\_\_\_\_\_ FOR  
SENIOR CASE MANAGMENT SERVICES**

THIS AGREEMENT, is entered into this \_\_\_\_ day of December \_\_\_\_, 2014, by and between the CITY OF CUPERTINO, a California municipal corporation ("City"), and \_\_\_\_\_, a \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter referred to as "Consultant") (collectively referred to as the "Parties").

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of California and the Cupertino Municipal Code.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for Senior Case Management Services \_\_\_\_\_ upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on December \_\_\_\_, 2014, and shall terminate on December \_\_, 2015, unless terminated earlier as set forth herein. The term of this Agreement may be extended for an additional two (2) one-year terms on the same terms and conditions, based upon the sole discretion of City. Extension of this Agreement shall be contingent upon satisfactory evaluation of case management services.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit "A" pursuant to

the schedule of performance set forth in Exhibit "B," attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES**

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

6. **IMMIGRATION REFORM AND CONTROL ACT (IRCA)**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

7. **NON-DISCRIMINATION**

Consistent with City's policy and federal, state or HUD requirements prohibiting harassment and discrimination, Consultant agrees that it shall not harass or discriminate against a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

8. **HOLD HARMLESS**

**Standard Indemnification:**

Consultant shall, to the fullest extent allowed by law and without limitation of the provisions of this Agreement related to insurance, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out, pertaining to, or related to the performance of this Agreement by Consultant or Consultant's employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Contract.

B. Claims for Other Liability. Consultant shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers against any and all liability, claims, actions, causes of action or demands whatsoever from and against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

C. Claims involving intellectual property. In addition to the obligations set forth in (A) and (B) above, Consultant shall indemnify, defend, and hold the City, its elected and appointed officers, employees, and volunteers, harmless from and against any Claim in which a violation of intellectual property rights, including but not limited to copyright or

patent rights, is alleged that arises out of, pertains to, or relates to Consultant's negligence, recklessness or willful misconduct under this Agreement. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation.

9. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit D. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Cupertino by certified mail, Attention: City Manager." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

B. **Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **Failure to secure or maintain insurance.** If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **Additional Insured.** City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance

coverage, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

10. **CONFLICT OF INTEREST**

Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise City immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

11. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sub-lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venture or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or co-tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

12. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from City is obtained, only those people and



subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

13. **PERMITS AND LICENSES**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

14. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City. Consultant may retain a copy of any report furnished to the City pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:(1) The original Project for which Consultant was hired;(2)Completion of the original Project by others;(3) Subsequent additions to the original project; and/or (4) Other City projects as City deems appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or

organization by Consultant without prior approval by City.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts, there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after Consultant receives final payment from City for all services required under this agreement.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

16. **NONAPPROPRIATION**

This Agreement is subject to the fiscal provisions of the Cupertino Municipal Code and Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

17. **ENVIRONMENTALLY PREFERABLE PURCHASING**

Consultant shall comply with the City's Environmentally Preferable Procurement Policy whenever practicable in completing any work under this agreement, including but not limited to:

- Using paper products made with recycled content and recycled/remanufactured toner and ink jet cartridges;
- Printing with soy or low volatile organic compounds (VOC) inks;
- Using energy-star compliant equipment;
- Using cleansers and working with janitorial contractors to meet Green Seal's

- Industrial and Institutional Cleaners Standard; and
- Ordering supplies electronically and practicing other internal waste reduction and reuse protocols.

18. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO CITY:

City of Cupertino

10300 Torre Ave.

Cupertino CA 95014

Attention: \_\_\_\_\_

TO CONSULTANT:

\_\_\_\_\_

\_\_\_\_\_

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified and according to the requirements set forth in City's written notice of default, and in addition to any other remedy available to the City by law, the City Manager may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The City Manager shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

City shall pay Consultant for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the

amount of actual damage, if any, sustained by CITY due to Consultant's failure to perform its material obligations under this Agreement. Upon termination, Consultant shall immediately deliver to the City any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONSULTANT or given to CONSULTANT, in connection with this Agreement. Such materials shall become the property of CITY.

20. **COMPLIANCE**

Consultant shall comply with all state or federal laws and all ordinances, rules, policies and regulations enacted or issued by City.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

23. **WAIVER**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

22. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

24. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

26. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement. All unchecked boxes do not apply to this Agreement.

*[Remainder of page intentionally left blank; signatures on following page.]*

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CONSULTANT

CITY OF CUPERTINO

A Municipal Corporation

[Name of Consultant]

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_

Title

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

ATTEST:

\_\_\_\_\_

City Clerk

\_\_\_\_\_

**Exhibits:** (Check box for exhibits that apply to this contract and attach)

- Exhibit "A" - Scope of Services
- Exhibit "B" - Schedule of Performance
- Exhibit "C" - Compensation
- Exhibit "D" - Insurance Requirements and Proof of Insurance

## EXHIBIT A

### AGENCY SERVICES TO BE PERFORMED

The AGENCY will provide **\*\*TYPES OF SERVICES\*\*** in, but not limited to, the following programs:

**\*\* Describe\*\***

#### **Location and Time of Agency Services:**

Agency shall provide no less than 40 hours on site senior case management services per each non-holiday week. These services shall be provided primarily at the Senior Center in Cupertino.

#### **Performance of Agency Services**

City shall have no right of control as to the manner the Agency performs the services to be rendered. Nevertheless, City may, at any time, observe the manner in which such services are being performed by the Agency and its employees.

The Agency's service will be evaluated at six months and a year on the areas for possible contract renewal. These criteria are basic minimums that the Agency is expected to maintain:

- Contractor is on time, spends at least 40 hours per week on site, and is present as scheduled and on an as needed basis.
- Contractor interacts positively with clients (Contractor listens closely to all clients and makes them feel valued; and, welcome).
- Contractor protects the privacy rights of clients and maintains strict client confidentiality.
- Contractor shows commitment to the commonly accepted standards of excellence in case management service.
- Contactor's documentation demonstrates services driven by the goals/objectives of the client's care plan.
- Contractor's progress notes document the case management services provided to client.
- Contactor completes documentation of services rendered in a timely manner after providing services or referrals.

- Contractor responds to complaints in a timely manner.
- Contractor obtains feedback from clients routinely and provides a report at six months and one year regarding the extent to which case management services have helped clients identify and achieve their care plan. The goal should be at least a satisfactory rating from all clients.
- Contractor formulates a care plan in a timely manner for clients and in objective, measurable terms.
- Contractor is expected to participate in meetings with clients, staff, community partners, or others. All meetings should be participated in a professional and productive manner.
- Contractor uses clear and accurate communication skills both verbal and written to discuss and confer with client, client's family/caregiver, with staff, and care plan team.

The Agency shall follow all guidelines pertaining to registration procedures as listed in the quarterly recreation schedule. Participants may not take part in the program unless they are listed on the class roster or can show proof of enrollment. All participants and volunteers need to complete the City's Waiver of Liability form prior to taking part in the program. .

In the event of an injury occurring to a participant, the Agency will notify the City within 1 hour and complete an ABAG Incident Report. The ABAG Incident Report must be submitted to the City within 24 hours of the injury occurring.



## Exhibit B

### Schedule of Performance

- Provide case management services and home visits as needed.
- Provide in-home safety assessment and recommendations for modifications and adaptive equipment.
- Provide informational programs regarding aspects of long term care, advance health care directives, and planning for future needs.
- Provide facility and home care recommendations.
- Provide on-going monitoring of the client.
- Provide assessment: Care plan, linkage to services, monitoring and closure if client is non-compliant, moved out of area, permanently moved to facility even if still in area, or deceased.
- Provide advocacy in hospitals, skilled nursing facilities, and long term care facilities to prevent premature and unsafe discharge and coordination with discharge planners for safe discharge.
- Provide family meeting facilitations and mediation.
- Provide transportation to and advocacy at doctor's appointments.
- Provide support and information about Medicare, Medi-Cal, and other insurances
- Perform daily tracking of services and prepare monthly, quarterly, and annual reports required.
- Participate in required training to assist in reporting and documentation requirements.
- Disseminate information about agency services offered to the community.
- Respond to crisis situations on an as needed basis.
- Provide resource and referral services both onsite and via telephone when a case manager is not present.
- Refer and connect clients to other local service providers.
- Provide a minimum of 40 hours of service at the Cupertino Senior Center Monday through Friday during peak programming hours (the Center is closed on national holidays).

Exhibit C

Compensation

City shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of \_\_\_\_\_ dollars (\$\_\_\_\_.00), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the City.

<u>Task</u>	<u>Not to Exceed Amount</u>
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<b>Total</b>	<b>\$</b>
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Rates

[list hourly and any other applicable rates here]

Title	\$/hour
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Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including a summary of work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

**Exhibit D**

**Insurance Requirements and Proof of Insurance**

(both boxes below must be checked)

Proof of insurance coverage described below is attached to this Exhibit, with City named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
	\$1,000,000 aggregate - all other
Property Damage:	\$100,000 each occurrence
	\$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence, Or
Combined Single Limit:	\$500,000 each occurrence