



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: January 11, 2012
BOARD MEETING DATE: January 31, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Lisa Mancini, Director, Aging and Adult Services

SUBJECT: Agreement with Daniel T. Kresteller, C.P.A., M.S.

RECOMMENDATION:

Adopt a Resolution Authorizing the:

- A) President of the Board to execute an Agreement with Daniel T. Kresteller, C.P.A., M.S. to provide certified public accountant/tax preparer services for the Public Guardian and Public Administrator programs for the term of February 1, 2012 through December 31, 2012, with a fiscal obligation of \$125,000; and
- B) Chief of the Health System or designee to execute contract amendments which modify the funding amount by no more than \$25,000, and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

Aging and Adult Services (AAS) serves frail elderly, physically disabled and mentally disabled residents who are substantially unable to provide for their own personal needs of health, food, clothing, or shelter and/or are unable to manage their financial resources or resist fraud or undue influence. The Public Guardian (PG) program, acting under the authority and direction of the Superior Court, may be appointed for the person, for the estate, or for both. The general duties of a Conservator of the person include arranging for the person's care and protection, deciding where a person will live, and making arrangements for health care, meals, clothing, personal care, and transportation. The general duties of a Conservator of the estate include managing the person's finances, marshalling and protecting assets, collecting all income due to the person, paying all just debts, making investments as appropriate, preparing and filing taxes and representing or arranging representation in all legal matters.

The Public Administrator (PA) program serves the public by investigating and administering the estates of persons who die without a will or without an appropriate person willing to act as administrator. The PA's primary duties are to protect the decedent's property from waste, loss or theft; make appropriate burial arrangements; conduct thorough investigations to discover all assets; liquidate assets at public sale or

distribute assets to heirs; pay the decedent's bills and taxes; and locate persons entitled to inherit from the estate and ensure that these heirs receive the inheritance. The PA also acts under the authority of the Superior Court.

In 2010, AAS conducted a Request for Proposals (RFP) for certified public accountant/tax preparer services for the term 2011-2013. Two public notices were published and 247 letters were sent to potential candidates. Two proposals were submitted. Mr. Kresteller's proposal was recommended by the evaluation committee.

On February 2, 2010, the County Manager's Office authorized Agreement 57000-11-C113 with Mr. Kresteller for the provision of certified public accountant/tax preparer services for conservatees of the PG program in the amount of \$90,000 for the term January 1, 2011 through December 31, 2011. On July 11, 2011, your Board authorized Resolution 071525 approving the Agreement with Mr. Kresteller for the same services for both the PG and PA programs, increasing the amount by \$35,000 from \$90,000 to \$125,000 with no change to the term.

DISCUSSION:

Approval of this Agreement would allow Mr. Kresteller to continue to provide certified public accountant/tax preparer services to the PG/PA clients.

The Agreement and Resolution have been reviewed and approved by County Counsel. The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by allowing AAS to continue to provide high-quality services to the estates of clients of the PG/PA. Collectively, the PG/PA manages \$63,500,000 in client assets through the PG/PA program.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Estimated
Total value of client assets managed by the Public Guardian	\$55,212,122	\$58,000,000
Total value of assets managed by the Public Administrator	\$5,085,129	\$5,500,000

FISCAL IMPACT:

The term of the Agreement is February 1, 2012 through December 31, 2012, with a maximum fiscal obligation of \$125,000. These funds are included in the AAS FY 2011-12 budget and will be included in the AAS FY 2012-13 Recommended budget. Fees are paid through clients' assets. There is no Net County Cost associated with this Agreement.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE THE AGREEMENT WITH DANIEL T. KRESTELLER, C.P.A., M.S. TO PROVIDE CERTIFIED PUBLIC ACCOUNTANT/TAX PREPARER SERVICES FOR THE PUBLIC GUARDIAN AND PUBLIC ADMINISTRATOR PROGRAMS FOR THE TERM OF FEBRUARY 1, 2012 THROUGH DECEMBER 31, 2012, FOR A MAXIMUM FISCAL OBLIGATION OF \$125,000; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE FUNDING AMOUNT BY NO MORE THAN \$25,000 AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

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

WHEREAS, Aging and Adult Services (AAS) provides a Public Guardian (PG) program which serves frail elderly, physically and mentally disabled residents who are substantially unable to provide for their own personal needs of health, food, clothing or shelter and/or are unable to manage financial resources or resist fraud or undue influence; and

WHEREAS, AAS also provides a Public Administrator (PA) program which serves the public by investigating and administering the estates of persons who die without a will or without an appropriate person willing to act as administrator.

WHEREAS, in 2010, AAS conducted a Request for Proposals (RFP) for certified public accountant/tax preparer services for 2011-2013, whereby Daniel T. Kresteller, C.P.A., M.S. was recommended by the evaluation committee; and

WHEREAS, On February 2, 2010, the County Manager's Office authorized Agreement 57000-11-C113 with Mr. Kresteller for the provision of certified public accountant/tax preparer services for conservatees of the PG program in the amount of \$90,000 for the term January 1, 2011 through December 31, 2011. On July 11, 2011, your Board authorized Resolution 071525 approving the Agreement with Mr. Kresteller for the same services for both the PG and PA programs, increasing the amount by \$35,000 from \$90,000 to \$125,000 with no change to the term; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby Mr. Kresteller shall provide certified public accountant/tax preparer services for PG and PA clients; and

WHEREAS both parties now wish to enter into said Agreement with a maximum fiscal obligation of \$125,000 for the term of February 1, 2012 through December 31, 2012; and

WHEREAS, this Board of Supervisors has examined the Agreement and approved it as to both form and content.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are with the current or revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
DANIEL T.KRESTELLER, C.P.A., M.S.**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DANIEL
T.KRESTELLER, C.P.A., M.S. , hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract
with independent contractors for the furnishing of such services to or for County or any
Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for Certified
Public Accountant/tax preparer services for the Public Guardian/Public Administrator
programs.

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment H—HIPAA Business Associate requirements
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall
perform services for County in accordance with the terms, conditions and specifications
set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms,
conditions and specifications set forth herein and in Exhibit "A," County shall make
payment to Contractor based on the rates and in the manner specified in Exhibit "B." The
County reserves the right to withhold payment if the County determines that the quantity
or quality of the work performed is unacceptable. In no event shall the County's total fiscal
obligation under this Agreement exceed ONE HUNDRED TWENTY-FIVE THOUSAND
(\$125,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2012 through December 31, 2012.

This Agreement may be terminated by Contractor, the Chief of the Health System or designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any 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 be not less than the amount specified below.

Such insurance shall include:

- | | |
|-------------------------------------------------|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

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

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

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical

condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees

deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

**In the case of County, to:
Heather Ledesma, Financial Services Manager II
San Mateo County Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403**

**In the case of Contractor, to:
Daniel T. Kresteller, C.P.A., M.S.
426 Main Street
Half Moon Bay, CA 94019**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

DANIEL T. KESTELLER, C.P.A., M.S.

Contractor's Signature

Date: _____

Long Form Agreement/Business Associate v 8/19/08

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

- A. Provide a competitive, clearly defined and reasonable fee schedule;
- B. Provide a reduced charge for clients with minimal assets (i.e., those clients on limited benefits and/or pensions where the cost for filing exceeds the value of the return);
- C. Provide a Tax Return Delivery cover sheet that indicates the client's name, tax year, type of tax return (if Estate/Fiduciary return includes period covered), if final return and charge (example to be provided by the County);
- D. Provide an itemized billing of all charges, with one billing per client, which details how the final charge is determined;
- E. Provide research services into tax circumstances of our clientele (e.g., amend a prior return);
- F. Coordinating and communicating with IRS and FTB on individual tax issues upon issuance of a Power of Attorney from the Estate Manager.
- G. Review all available documents and provide tax-planning recommendations, including stop-withholding recommendations;
- H. Provide assistance in determining values for tax basis when records are not available, and provide a recommended basis value when necessary;
- I. Understand our type of clientele and the condition of their affairs (i.e., many times the records needed for filing are simply not available, and it may require correspondence, either verbal or written, between the preparer and the IRS or FTB explaining the situation);
- J. Have the ability to file timely extensions when the April 15th deadline is unable to be met;
- K. E-file when possible, and promptly provide the E-File Acceptance Report (parameters defined by the County);
- L. Provide three hours of annual tax preparation training to the Public Guardian staff on tax law changes and processes at no cost;
- M. Provide consultation on and review of filing requirements, including identifying missing information, at no cost;

- N. Provide recommendations on tax consequences of investment sales in consultation with the Financial Manager, at no cost;
- O. Provide easy access and high-quality customer service, including pick-up and delivery of returns and/or documents at no cost;
- P. After all available documentation is provided on all return types (extension, prior, pending, amended, etc.), Tax Preparer/CPA must complete the return within ten working days (exception from February 15th through April 15th); and
- Q. Provide written confirmation with the explanation (e-mail is acceptable) when it is determined that no return is required.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

TYPES OF RETURNS	RATES
Simple Individual Returns	\$155-\$295
Complex Individual Returns	\$250-\$525
Estate/ Fiduciary Tax Returns	\$257-\$500
Correspondence/Research (Excl. Reviews)	\$75/hr
"No Return" Required	No Charge
Refund Only returns, refund less than cost Minimal Asset return	25% reduction or No Charge
Partnership and Corporate Returns (a)	\$500-\$750

(a) Includes LLP

The fee ranges are based on these factors:

- The complexity of the return, i.e., the number of schedules required
- The number of items in the return
- The completeness of the data presented for return preparation
- Review and clerical time
- Expenses attributable directly to the return, e.g., software charges

Simple individual returns consist of the basic 1040/540 Federal/CA Individual Income Tax Returns with Schedule A-Itemized Deductions and Schedule B-Interest and Dividend Income. If all of the data is available at one time, the total estimated time to prepare, review and complete the return is 1-1.5 hours plus a processing, filing and computer fee of approximately \$75. The fee range for simple returns is based on these criteria.

Complex individual returns consist of items in the simple return and any of the following schedules; Schedule C-Profits and Loss from Business, Schedule D-Capital Gains and Losses, Schedule E-Income/Loss from Rental Real Estate, and/or Form 6251-Alternative Minimum Tax. The fee range for complex returns based on the total estimated time to prepare is between 1.6-3.5 hours. In addition, there is a processing, filing, and computer fee of approximately \$85. Rates exclude the sale or exchange of rental property (commonly referred to as "IRC Sec. 1031 exchange.") The complexity and number of the properties need to be known in order to determine the cost. An example of the cost for this type of transaction involving two properties is approximately \$250. The cost of calculating the gain on the sale of a residence averages between \$100 and \$175. There is an additional \$85 charge per state for a multi-state return.

Partnership, Corporation, Estate or Fiduciary returns fees are quoted after reviewing the corresponding documents. The total estimated time to prepare, review, and complete a business return on average is 2.5-3 hours and 1.5-2 hours for a fiduciary return plus processing, filing, and computer fees. As a guideline, assuming that the current year activity is similar to prior years, the cost of the current year return will be consistent with that of prior years.

Reduced Fee Clients returns charges will be reduced 25% in cases where clients with limited benefits and/or pensions are filing to obtain refunds that are less than the regular cost of the return.

Correspondence / Research fees on behalf of the client are \$75/hour. Depending on the issue, simple matters involving corresponding with governmental agencies are rendered at no charge.

No Charge will be applied for clients with minimal assets. If the cost of the preparation of the return is a financial hardship to the client, only out-of-pocket expenses will apply.

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

Definitions

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

- a. *Designated Record Set*. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information*. “Electronic Protected Health Information” (“EPHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual*. “Individual” shall have the same meaning as the term “individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule*. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law*. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.
- g. *Secretary*. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident*. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule*. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

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

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

Permitted Uses and Disclosures by Contractor

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

Obligations of County

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

Permissible Requests by County

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

Duties Upon Termination of Agreement

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

Miscellaneous

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

(rev. 8/08)

ATTACHMENT I

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

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

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

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

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

Daniel Kresteller

Name of 504 Person - Type or Print

Daniel Kresteller

Name of Contractor(s) - Type or Print

426 Main Street

Street Address or P.O. Box

Half Moon Bay, CA 94019

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

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

Attachment IP – Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.