

COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: **AUG 16 2001**  
HEARING DATE: **AUG 21 2001**

TO: Honorable Board of Supervisors

FROM: Margaret Taylor, Director, Health Services Agency *MT*

SUBJECT: Agreement with Women's Recovery Association

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with Women's Recovery Association (WRA) for the provision of dual diagnosis mental health and drug treatment services for the Mental Health Services Division and drug treatment services for women with HIV/AIDS for the Health Services Agency AIDS Program.

Background

Since 1996-97, WRA has provided supervised housing and psychiatric rehabilitation services for dually-diagnosed (mentally ill with drug use problems) women who are screened and referred by the Mental Health Services Division. In May 2001, a Pre-proposal Survey was issued for a dual-diagnosis residential treatment and outpatient program for women. WRA was the only agency who submitted a letter of interest and was chosen to provide the services because of their experience in treating dually-diagnosed clients.

In 1998, the AIDS Program assumed responsibility for overseeing all the agreements (formerly handled by the Mental Health Services Division) for residential and non-residential drug treatment services for people with HIV/AIDS. All drug programs that are in good standing with the Alcohol and Drug Program of the Human Services Agency are encouraged to provide services for persons with HIV. Contracts are in place for all such providers and, therefore, a request for applications (RFA) process is not necessary. WRA has provided both residential and non-residential drug treatment services through a contract with the AIDS Program since 1998.

Discussion

The services provided by WRA for the Mental Health Services Division include supervised housing and psychiatric rehabilitation services for women who are dually diagnosed. These are women who can be treated in the community, thus avoiding more costly acute and sub-acute psychiatric hospitalization. WRA will continue to provide both residential and outpatient drug treatment services for HIV+ women referred to them by the AIDS Program.

Outcome Objectives

Performance Measure	2000-01 Objective	2000-1 Actual	2001-02 Objective
Percentage of clients completing the mental health dual diagnosis program who show a reduction in use of acute/sub-acute services six months following discharge	60%	87%	75%
Percentage of clients who shall report satisfaction with the mental health dual diagnosis services provided	85%	87%	85%
Percentage of all AIDS Program clients completing the first 90 days of treatment who shall continue to access some type of drug recovery support system 1 year after discharge	50%	100%*	50%
Percentage of all AIDS Program clients referred for services who shall complete the first 90 days of treatment and remain drug-free throughout this period	65%	100%*	65%

\*In 2000-01, WRA served only one AIDS Program client. This client completed the program and has remained drug-free.

Term and Fiscal Impact

The term of the agreement is July 1, 2001 through June 30, 2002.

The maximum amount of funding for the Mental Health Services section of the agreement is \$165,000. Medi-Cal revenues are projected to be \$55,787, leaving a remaining cost of \$109,213. Sales tax provided through realignment will cover 82% or \$89,555 of the cost. The remaining \$19,658 represents the net county cost for this section of the agreement. Expenditures and revenues for this section of the agreement are included in the approved 2000-01 Mental Health Services budget.

The maximum amount of funding for the AIDS Program section of the agreement is \$50,000. There is no net county cost for this section of the agreement as all funding is provided by the Ryan White CARE Act grant. This funding includes reimbursement for administration and monitoring of the agreement to be performed by existing AIDS Program staff. Expenditures and revenue for this section of the agreement are included in the approved 2000-01 AIDS Program budget.

The total amount of both sections of this agreement is \$215,000.

**RECOMMENDED**

  
HEALTH SERVICES DEPARTMENT

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
WOMEN'S RECOVERY ASSOCIATION

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 an agreement, reference to which is hereby made for further particulars, whereby the Mental Health Services Division and the Public Health Services Division AIDS Program shall provide funding to the Women's Recovery Association for the provision of dual diagnosis mental health and drug treatment services for the Mental Health Services Division and drug treatment services for women with HIV/AIDS for the Public Health Division AIDS Program; and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

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.

AGREEMENT WITH WOMEN'S RECOVERY ASSOCIATION  
FOR DUAL DIAGNOSIS MENTAL HEALTH SERVICES  
AND DRUG TREATMENT SERVICES AND  
DRUG TREATMENT SERVICES FOR WOMEN WITH HIV/AIDS

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
WOMEN'S RECOVERY ASSOCIATION, 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,  
Mental Health Services Division and the Health Services Agency AIDS Program; 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 dual diagnosis mental health and drug treatment  
services for the Mental Health Services Division and drug treatment services for women with  
HIV/AIDS for the Health Services Agency AIDS Program 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, the amount that County shall be obligated to pay for  
services rendered under this Agreement shall not exceed TWO HUNDRED FIFTEEN  
THOUSAND DOLLARS (\$215,000) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule 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 B 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 A 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 B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) 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, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. 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 as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, 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.



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.

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 this 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  
Mental Health Services Division  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

San Mateo County  
AIDS Program  
225 37<sup>th</sup> 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:

Women's Recovery Association  
1450 Chapin Avenue  
Burlingame, CA 94010

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

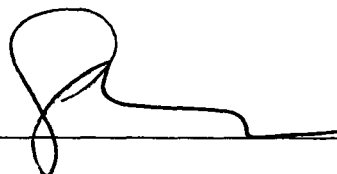
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

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

COUNTY OF SAN MATEO

WOMEN'S RECOVERY ASSOCIATION

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

By:  \_\_\_\_\_

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

Date: 7-26-01

ATTEST:

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

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

## SCHEDULE C

Contract between County of San Mateo and Women's Recovery Association, 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 insure 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.

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.

LINDA CARLSON

Name of 504 Person - Type or Print

Women's Recovery Association

Name of Contractor(s) - Type or Print

1450 Chapin Avenue

Street Address or PO Box

Burlingame

City

CA

State

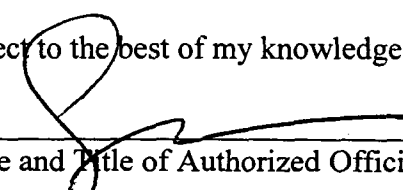
94010

Zip Code

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

7-26-01

Date

  
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."

## SCHEDULE A

### WOMEN'S RECOVERY ASSOCIATION: 2001-02

#### I. SERVICES

In full consideration of the payments herein provided for, Contractor shall provide dual diagnosis mental health services and drug treatment services for the Mental Health Services Division; and residential and non-residential drug treatment services for women with HIV/AIDS, referred by the AIDS Program or its designee.

##### A. Mental Health Services Division

Contractor shall provide dual diagnosis mental health services including supervised housing and mental health rehabilitation services for adult women who have a serious mental illness and a drug use problem and/or addiction. This program is designed to assist those individuals having difficulties living in the community. These difficulties may include frequent hospitalizations, problems maintaining prescribed outpatient medication regimes, and/or extensive use of medical or psychiatric emergency services due to their mental illness and drug use problems. Contractor shall provide five (5) beds for supervised housing for up to twenty (20) clients and one hundred three thousand seven hundred fifty (103,750) minutes of rehabilitation services.

These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program.

##### 1. Types of Service

- a. Contractor shall develop an individualized service plan for each client based on the following services: individual and group counseling, psycho-education groups, family groups, social and recreational activities, job retention skills, recovery groups, twelve-step groups, dual diagnosis groups and case management.
- b. Services shall be available seven (7) days per week.

##### 2. Eligibility and Admission

Referrals for this program shall be made by the San Mateo County Mental Health Services Dual Diagnosis Program and be authorized by the Deputy Director of Adult Services, or her designee.

3. Records

Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the forgoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday; or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. Health Services Agency/AIDS Program

All clients referred shall have documented proof of a diagnosis of HIV/AIDS and proof of residency in San Mateo County.

1. Residential Drug Treatment Services

Contractor shall provide:

- a. All usual and customary residential and non-residential drug treatment services, including individual and group counseling, educational, vocational, housing and aftercare services, as included in Contractor's basic program.
- b. Reasonable accommodations for clients with physical limitations and special dietetic needs.
- c. Access to clothing and toiletries.
- d. Permission for clients to participate in County activities, whenever possible, if deemed a necessary part of client's health care plan by County.
- e. Accessible and reliable transportation to and from medical and social services appointments and special treatment services, as required by County.
- f. A written drug treatment/recovery plan for each client to County or its designee within fourteen (14) days of admission. This plan shall include input, recommendations and any agreements reached between Contractor and County or its designee. Agreements may include, but are not limited to, special services and/or arrangements needed by the client to accommodate physical and/or mental limitations. These plans shall be reviewed by County and shall include aftercare plans, relapse prevention, and housing services.

- g. Access to written monthly progress reports for each client by County or its designee.
- h. Immediate notification of County or its designee if the client is unable to participate in their planned program due to changes in health, or if Contractor is planning to discharge the client from the program for any reason.

2. Non-Residential Drug Treatment Services

Contractor shall provide:

- a. All usual and customary non-residential drug treatment services, including individual and group counseling, educational and after-care services, as included in Contractor's basic program.
- b. Reasonable accommodations for clients with physical limitations.
- c. Priority admission of clients referred by County or its designee to available non-residential drug treatment services.
- d. A written drug treatment/recovery plan for each client to County or its designee within fourteen (14) days of admission. This plan shall include input, recommendations and any agreements reached between Contractor and County or its designee. Agreements may include, but are not limited to, special services and/or arrangements needed by the client to accommodate physical and/or mental limitations. These plans shall be reviewed by County and shall include aftercare plans and relapse prevention services.
- e. Access to written monthly progress reports for each client by County or its designee.
- f. Immediate contact of County or its designee if the client is unable to participate in their planned program due to changes in health, or if Contractor is planning to discharge the client from the program for any reason.
- g. A verbal or written authorization request to County or its designee should a client need to utilize more than five (5) Units of Service (UOS) in any given week of participation in the program. For the purposes of this section of this Agreement, a UOS is defined as ONE (1) HOUR OF NON-RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED.



3. General

- a. Contractor shall send a representative to all monthly Service Providers AIDS Network (SPAN) meetings. In addition, Contractor shall send a representative to all regularly scheduled providers meetings facilitated by County if Contractor is currently serving a client who is being funded through this Agreement; and shall confer and attend meetings as deemed necessary or appropriate by County or its designee.
- b. Compliance with the annual County site visit is required.
- c. Contractor shall participate in County's "AIDS Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.
- d. Contractor shall comply with all applicable state and federal statutes regarding confidentiality and HIV/AIDS.
- e. Contractor shall submit copies of all applicable licenses and notify County of any changes in the status of such licensure.
- f. Any public information (e.g., brochures, flyers, etc.) about projects funded by County must state somewhere on the item "This project is funded by the San Mateo County AIDS Program," or "This project is partially funded by the San Mateo County AIDS Program," as appropriate.
- g. Contractor agrees to maintain and preserve, until three (3) years after termination of this Agreement with County, and to permit County, State of California, or any of their duly authorized representatives, including Comptroller General of the United States, to have access to and examine and audit any pertinent books, documents, papers and records of Contractor related to this Agreement.
- h. Contractor understands that funding for these services after June 30, 2002, is dependent on adequate appropriation of funding for the Ryan White CARE Act. Contractor further understands that a "Request for Proposals" (RFP) and/or competitive bidding process may be undertaken in the future for the provision of these services, and that they may or may not be selected as a contractor to continue the provision of services in 2002-03 based on the results of the RFP process.

## II. GOALS AND OBJECTIVES

### A. Mental Health Services Division

The goal of the Dual Diagnosis Mental Health Services Program is to provide housing and support services to assist dually-diagnosed mental health clients in their recovery from mental illness and drug use problems. Contractor shall operate the program with the goal of achieving the following projected outcome objectives for clients referred for services by County:

1. At least eighty-five percent (85%) of all clients who complete the program will express satisfaction on a client satisfaction survey.
2. At least sixty percent (60%) of all clients who complete the program will show a reduction in use of acute services for the six (6) months following discharge. These services include:
  - a. psychiatric emergency services
  - b. acute hospitalization (locked psychiatric unit); and
  - c. sub-acute locked facility(ies).

### B. Health Services Agency/AIDS Program

Contractor shall operate the program with the goal of achieving the following projected outcome objectives for clients referred for drug treatment services by County or its designee:

#### Residential

1. Sixty-five percent (65%) of all clients who complete the first (1<sup>st</sup>) thirty (30) days of treatment will complete the ninety (90) day program.
2. Seventy-five percent (75%) of all clients surveyed who complete the treatment program shall report total abstinence from, or significant reduction in, alcohol and drug use ninety (90) days after completion.
3. Fifty percent (50%) of all clients surveyed shall continue to access some type of drug recovery support system one (1) year after completing the first (1<sup>st</sup>) ninety (90) days of treatment.

#### Non-Residential

1. Seventy-five percent (75 %) of all clients referred shall complete the first (1<sup>st</sup>) ninety (90) days of treatment.

2. Seventy-five percent (75%) of all clients shall remain drug-free throughout the first (1<sup>st</sup>) ninety (90) days of treatment.
3. Fifty percent (50%) of all clients surveyed shall continue to access some type of drug recovery support system ninety (90) days after completing the first (1<sup>st</sup>) ninety (90) days of treatment.

Contractor shall assess progress toward these objectives during the last month of the third (3<sup>rd</sup>) quarter of this Agreement (March 2002). The results of this assessment shall be reported to County by April 15, 2002.

## SCHEDULE B

### WOMEN'S RECOVERY ASSOCIATION: 2001-02

#### PAYMENTS

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor as follows:

A. Mental Health Services Division

1. The maximum amount that County shall be obligated to pay for all services provided under this section of this Agreement shall not exceed ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000).
2. Subject to the maximum amount stated above and the terms and conditions of this section of this Agreement, Contractor shall be reimbursed the full cost of providing services under this Agreement. Unless otherwise authorized by the Director of Health Services or her authorized representative, the rate of payment by County to Contractor shall be as defined in Section 3, Dual Diagnosis Mental Health Services, listed below. Budget modifications may be approved by the Director of Health Services or her designee, subject to the maximum amount set forth in section 2.A. of this Agreement.
3. Dual Diagnosis Mental Health Services
  - a. County shall be obligated to pay a negotiated net amount of ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000) for dual diagnosis mental health services as described in Schedule A. The rate of payment shall be one-fourteenth (1/14) of the total obligation per month for the term of this Agreement, or THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$13,750) per month.
  - b. In no event shall payment for dual diagnosis mental health services exceed ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000).
  - c. In the event that funds provided under this Agreement are expended prior to the end of the Agreement period, Contractor shall provide ongoing services under the terms of this Agreement through the end of this Agreement period without further reimbursement from County.
  - d. In the event this Agreement is terminated prior to June 30, 2002, Contractor shall be paid on a pro-rated basis for only that portion of

Agreement term during which Contractor provided services pursuant to this Agreement. Such invoices shall be subject to the approval of the Director of Health Services or her designee.

4. Contractor shall submit to County a year-end Cost Report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual and shall cover both dual diagnosis mental health services and drug treatment services. Drug treatment services are negotiated net rate services and do not require any cost settlement.

Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

5. If the annual Cost Report provided to County shows that the total payment to Contractor for dual diagnosis mental health services exceed the total actual cost for the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the Agreement savings shall be made to County by Contractor unless otherwise authorized by the Director of Health Services or her designee. By mutual agreement of County and Contractor, Agreement savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for dual diagnosis mental health services approved by County.
6. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or that may become due to Contractor under this Agreement or any other agreement.
7. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the Agreement year.
8. It is projected that Contractor shall generate the following level of federal share Medi-Cal reimbursement:

Dual Diagnosis Mental Health Services	\$19,500
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B. Health Services Agency/AIDS Program

1. Residential Drug Recovery Services
  - a. For the purposes of this subsection of this Agreement, a Unit of Service (UOS) is defined as ONE (1) DAY OF RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED. In any event, provision of

services must be requested and authorized by County or its designee, and payment shall be made only for those UOS actually received by the client and authorized by County or its designee.

- b. SIXTY-EIGHT DOLLARS SEVENTY-FIVE CENTS (\$68.75) per day for the first (1<sup>st</sup>) thirty (30) days of residential drug treatment UOS provided.
- c. FORTY DOLLARS FIFTEEN CENTS (\$40.15) per day for the next sixty (60) days of residential drug treatment UOS provided.
- d. Contractor shall submit a separate monthly invoice for services provided for County under this subsection of this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Each monthly invoice must be based on actual UOS provided and must be accompanied by a financial report specifying cost(s) by UOS for each client provided direct service(s) during the month invoiced. Invoices and financial reports must be in a format approved by County. The AIDS Program Director or his designee shall approve all invoices prior to processing of payment.
- e. In any event, the total payment for services of Contractor under this subsection of this Agreement shall not exceed THIRTY-FIVE THOUSAND (\$35,000). County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

## 2. Non-Residential Drug Treatment Services

- a. For the purposes of this subsection of this Agreement, a UOS is defined as ONE (1) HOUR OF NON-RESIDENTIAL DRUG TREATMENT SERVICES PROVIDED. In any event, provision of services must be requested and authorized by County or its designee, and payment shall be made only for those UOS actually received by the client and authorized by County or its designee.
- b. THIRTY-ONE DOLLARS NINETY CENTS (\$31.90) per UOS of non-residential drug treatment UOS provided.
- c. Should a client need to utilize more than five (5) UOS in any given week during their participation in the program, Contractor shall request prior authorization from County or its designee before providing, or invoicing for, such services under the terms of this Agreement.
- d. Contractor shall submit a separate monthly invoice for services provided for County under this subsection of this Agreement by the fifteenth (15<sup>th</sup>) day following the end of the invoiced month. Each monthly invoice must be based on actual UOS provided and must be accompanied by a financial

report specifying cost(s) by UOS for each client provided direct service(s) during the month invoiced. Invoices and financial reports must be in a format approved by County. The AIDS Program Director or his designee shall approve all invoices prior to processing of payment.

- e. In any event, the total payment for services of Contractor under this subsection of this Agreement shall not exceed FIFTEEN THOUSAND (\$15,000). County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

### 3. General

- a. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted to County within one hundred eighty (180) days of the end of Contractor's fiscal year. Should Contractor expend a combined total of all federal awards which exceeds THREE HUNDRED THOUSAND DOLLARS (\$300,000) during Contractor's fiscal year, this audit must also meet the requirements of the Federal Single Audit Act and the Federal Office of Management and Budget (OMB) Circular A-133.
- b. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by the County, the State of California, or the United States Government, the Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- c. In any event, the total payment for services of Contractor under both subsections of this Agreement shall not exceed FIFTY THOUSAND (\$50,000). County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

### C. MAXIMUM OBLIGATION

In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000).

### Women's Recovery Association RFP GRID

<b>1. General Description of RFP</b>	For Mental Health, a Pre-proposal survey was sent out; No RFP for AIDS Program*
<b>2. List key evaluation criteria</b>	As a result of the singular response, no RFP was distributed.
<b>3. Where advertised</b>	Mental Health: San Mateo Times; San Mateo Mental Health Division Website
<b>4. In addition to any advertisement, list others to whom RFP was sent</b>	Mental Health: all mental health and co-occurring mental health and substance abuse treatment service agencies in San Mateo County and neighboring counties.
<b>5. Total number sent to prospective proposers</b>	1
<b>6. Number of proposals received</b>	1 response to the Mental Health pre-proposal survey.
<b>7. Who evaluated the proposals</b>	No proposals were received. As the only respondent to the pre-proposal survey and given WRA's history of providing dual diagnosis treatment, they were chosen to provide the service.
<b>8. In alphabetical order, names of proposers (or finalists, if applicable) and location</b>	Mental Health: Women's Recovery Association 1450 Chapin Avenue Burlingame, CA 94010

\* AIDS Program: All substance abuse treatment programs in good standing with the Alcohol and Drug Program are invited to contract with the AIDS Program. Including WRA, the Program currently has contracts with 8 such agencies.



**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I Vendor Identification**

Name of Contractor: Women's Recovery Association  
Contact Person: Linda Carlson  
Address: 1450 Chapin, 1<sup>st</sup> Floor  
Burlingame, CA 94010  
Phone Number: 348-6603 Fax Number: 348-0615

**II Employees**

Does Contractor have any employees? X Yes        No  
Does Contractor provide benefits to spouses of employees? X Yes        No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

**III Equal Benefits Compliance (Check One)**

- ☒ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- ☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ No, the Contractor does not comply.
- ☐ The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

**IV Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is correct, and that I am authorized to bind this entity contractually.

Executed this 6 day of August, 2001 at San Mateo, California  
(City) (State)

  
Signature

Exec Director  
Title

Linda Carlson  
Name (Please Print)

23-7079003  
Contractor Tax Identification #