

COUNTY OF SAN MATEO  
Departmental Correspondence

Date **FEB 26 2001**  
Hearing Date **MAR 13 2001**

TO Honorable Board of Supervisors  
FROM John Conley, Deputy Director of Public Health  
SUBJECT Agreement with Mental Health Association of San Mateo County

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with Mental Health Association of San Mateo County (MHA) for the continuation of the HIV/AIDS Housing Assistance Program

Background

The San Mateo County AIDS Program (AIDS Program) receives funding from the Ryan White CARE Act and the Housing Opportunities for Persons with AIDS (HOPWA) Act for the purpose of providing health and social services to people with HIV/AIDS. A specific portion of both grants is intended to help people with HIV/AIDS optimize their health by acquiring and maintaining stable housing.

In December 2000, the AIDS Program conducted a "Request for Proposals" for the provision of housing services and a Wrap Around Fund for client emergencies. The Service League of San Mateo County and MHA were the only two organizations to respond. The AIDS Program awarded contracts to both agencies, who are also current providers of housing services for people with HIV/AIDS. Mental Health Division also has a contract with MHA in the amount of \$915,808 for the provision of emergency and short-term housing, rehabilitation services, outreach and support services, and a socialization program. However, there is no overlap or duplication of services between these two contracts.

Discussion

MHA has been successfully providing housing services for people with HIV/AIDS in San Mateo County since 1994. Over the years, they have helped numerous clients maintain stable housing, enabling them to keep their medical appointments and adhere to increasingly complex medication regimens. This agreement will allow them to continue to provide services to their clients without interruption.

In addition, MHA will administer a \$61,000 Wrap Around Fund for emergency assistance to their clients. The Wrap Around Fund, paid for by the Ryan White CARE Act, covers items such as utility bills and car repairs, and again helps clients to maintain their current housing.

Outcome Objectives <sup>1</sup>

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this agreement.

Measure	2000-01 Actual	2001-02 Objective
Percentage of homeless clients who will be housed by MHA or referred for appropriate housing within 24 hours of intake	100%	100%
Percentage of homeless clients who are housed by MHA who will maintain their housing for at least six months	76%	75%
Percentage of clients in permanent housing who will maintain their housing through the end of the Ryan White fiscal year	91%	90%
Percentage of all clients responding to an in-house client satisfaction survey who will indicate satisfaction with housing services received from MHA	NA*	75%

\*MHA will conduct a client satisfaction survey in February 2001. Previous surveys have shown that more than 75% of clients have been satisfied or very satisfied with the services they have received from MHA.

Term and Fiscal Impact

The maximum amount of funding for this agreement is \$734,000 for the period from March 1, 2001 through February 28, 2002. \$590,990 in HOPWA funds and \$143,010 in Ryan White funds. These funds are included in the approved 2000-01 AIDS Program budget, and will also be included in the proposed 2001-02 AIDS Program budget. There is no net county cost.

RECOMMENDED

  
 MARGARET TAYLOR  
 HEALTH SERVICES DEPARTMENT

## Mental Health Association RFP GRID

1 General Description of RFP	Housing Assistance and Emergency Funds
2 List key evaluation criteria	<ul style="list-style-type: none"> <li>• Reputation and Experience</li> <li>• Capability &amp; Availability of Staff</li> <li>• Budget &amp; Budget Justification</li> <li>• Delivery of Services Countywide</li> <li>• Proposed Program</li> <li>• Timeliness</li> </ul>
3 Where advertised	San Mateo Times (December 6, 2000)
4 In addition to any advertisement, list others to whom RFP was sent	<p>Announcement letters sent to</p> <p>Mental Health Association  Service League of San Mateo County  Samaritan House  St Vincent de Paul  Shelter Network  Free at Last  Bayshore Resource Center</p>
5 Total number sent to prospective proposers	2
6 Number of proposals received	2
7 Who evaluated the proposals	AIDS Program staff members
8 In alphabetical order, names of proposers (or finalists, if applicable) and location	<p>Mental Health Association  Service League of San Mateo County  (Both proposals were funded)</p>

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

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
THE MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY

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 San Mateo County AIDS Program shall provide funding to the Mental Health Association of San Mateo County for the continuation of the HIV/AIDS Housing Assistance Program and the provision of emergency assistance; 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 as is approved by the County Manager and the County Counsel for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: February 15, 2001

TO: Priscilla Morse, Risk Management, San Mateo County  
PONY# EPS163 Fax: 363-4864

FROM: Meredith DuHamel, Contract Administrator, AIDS Program  
PONY # PBH328 Fax: 573-2875

SUBJECT: Contract Insurance Approval

CONTRACTOR: Mental Health Association

DO THEY TRAVEL No

PERCENT OF THE TIME: 0%

NUMBER OF EMPLOYEES: 17

DUTIES (SPECIFIC) Provide housing and emergency assistance for people with HIV/AIDS.

COVERAGE:

Comprehensive General Liability:	<u>\$1,000,000</u>
Motor Vehicle Liability:	<u>\$1,000,000</u>
Professional Liability:	<u>\$1,000,000</u>
Worker's Compensation:	<u>statutory</u>

APPROVE  WAIVE \_\_\_\_\_ MODIFY \_\_\_\_\_

REMARKS/COMMENTS

REQUEST WAIVER

Priscilla Morse  
SIGNATURE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

06/20/2001

PROD. CER (650) 369-2921 FAX (650) 369-2929  
 Boiling-Johndrow-Leveroni-Vreeburg Inc  
 Insurance Services  
 845 Marshall St  
 Redwood City CA 94063

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

### INSURERS AFFORDING COVERAGE

INSURER A	Great American Ins
INSURER B	General Ins Co of America
INSURER C	
INSURER D	
INSURER E	

**received**  
 6/25/01 AM

INSURED Mental Health Association of San Mateo County  
 2686 Spring Street  
 Redwood City CA 94063

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PAC2254572	07/01/2000	07/01/2001	EACH OCCURRENCE \$ 1 000 FIRE DAMAGE (Any one fire) \$ 100 MED EXP (Any one person) \$ 5 PERSONAL & ADJ INJURY \$ 1 000 GENERAL AGGREGATE \$ 2 000 PRODUCTS COMPROP AGG \$ 2 000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HYBRID AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAC2254572	07/01/2000	07/01/2001	COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1 000 PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY (EA ACCIDENT) \$ OTHER THAN AUTO ONLY (EA ACCIDENT) \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC229501D	07/01/2000	07/01/2001	WORKERS COMPENSATION AND EMPLOYERS LIABILITY EL EACH ACCIDENT \$ 1 000 EL DISEASE (EA EMPLOYEE) \$ 1 000 EL DISEASE POLICY LIMIT \$ 1 000
A	OTHER Professional Liability	PAC2254572	07/01/2000	07/01/2001	occurrence 1 000 aggregate 2 000

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional insured San Mateo County  
 Re 1997-1998 Contract with San Mateo County AIDS Program

### CERTIFICATE HOLDER

### ADDITIONAL INSURED INSURER LETTER

### CANCELLATION

Health Services Agency  
 Attention John Ruth  
 3700 Edison Street  
 San Mateo CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE  
 Daniel Johndrow/JIM

*[Signature]*

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

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
THE MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY

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 San Mateo County AIDS Program shall provide funding to the Mental Health Association of San Mateo County for the continuation of the HIV/AIDS Housing Assistance Program and the provision of emergency assistance, 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 as is approved by the County Manager and the County Counsel for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: February 15, 2001

TO: Priscilla Morse, Risk Management, San Mateo County  
PONY# EPS163 Fax: 363-4864

FROM: Meredith DuHamel, Contract Administrator, AIDS Program  
PONY # PBH328 Fax: 573-2875

SUBJECT: Contract Insurance Approval

CONTRACTOR: Mental Health Association

DO THEY TRAVEL: No

PERCENT OF THE TIME: 0%

NUMBER OF EMPLOYEES: 17

DUTIES (SPECIFIC): Provide housing and emergency assistance for people with HIV/AIDS.

COVERAGE:

Comprehensive General Liability:	<u>\$1,000,000</u>
Motor Vehicle Liability:	<u>\$1,000,000</u>
Professional Liability:	<u>\$1,000,000</u>
Worker's Compensation:	<u>statutory</u>

APPROVE

WAIVE

MODIFY

REMARKS/COMMENTS:

REQUEST WAIVER

  
SIGNATURE



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)

06/20/20

INSURER (650)369-2921 FAX (650)369-2929  
 Spring-Johndrow-Leveroni-Vreeburg Inc  
 Insurance Services  
 845 Marshall St  
 Redwood City CA 94063

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

## INSURERS AFFORDING COVERAGE

INSURED Mental Health Association of San Mateo County  
 2686 Spring Street  
 Redwood City CA 94063

INSURER A Great American Ins  
 INSURER B General Ins Co of America  
 INSURER C  
 INSURER D  
 INSURER E

**received**  
 6/23/00

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PAC2254572	07/01/2000	07/01/2001	EACH OCCURRENCE \$ 1 00 FIRE DAMAGE Any one re \$ 10 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1 00 GENERAL AGGREGATE \$ 2 00 PRODUCTS COMP OP AGG \$ 2 00
	GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAC2254572	07/01/2000	07/01/2001	COMBINED SINGLE LIMIT (Ea acc den) \$ BODILY INJURY Per person \$ BODILY INJURY Per acc den \$ 1 00 PROPERTY DAMAGE Per acc den \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACC DENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC2229501D	07/01/2000	07/01/2001	WORKERS COMPENSATION AND EMPLOYERS LIABILITY LIMITS E.L. EACH ACC DENT \$ 1 E.L. DISEASE EA EMPLOYEE \$ 1 E.L. DISEASE - POLICY LIMIT \$ 1
A	OTHER Professional Liability	PAC2254572	07/01/2000	07/01/2001	occurrence 1 aggregate 2 0

### DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

Additional insured San Mateo County  
 Re 1997-1998 Contract with San Mateo County AIDS Program

### CERTIFICATE HOLDER

### ADDITIONAL INSURED INSURER LETTER

### CANCELLATION

Health Services Agency  
 Attention John Ruth  
 3700 Edison Street  
 San Mateo CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE  
 Daniel Johndrow/JIM

*[Signature]*

AGREEMENT WITH MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY  
FOR HIV HOUSING ASSISTANCE PROGRAM

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called County, and MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY, 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, Public Health Division 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 an HIV Housing Assistance Program and a client Wrap Around fund 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 SEVEN HUNDRED THIRTY-FOUR THOUSAND DOLLARS (\$734,000) 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.



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

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 AIDS Program  
225 37th Avenue  
San Mateo, CA 94403

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

Contractor

2) In the case of Contractor, to.

Evelyn Stanton, Executive Director  
Mental Health Association of San Mateo County  
2686 Spring Street  
Redwood City, CA 94063

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 March 1, 2001 through February 28, 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

MENTAL HEALTH ASSOCIATION OF  
SAN MATEO COUNTY

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

By Evelyn Stanton  
Executive Director

Date \_\_\_\_\_

Date Feb 16, 2001

ATTEST.

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

Date \_\_\_\_\_



## SCHEDULE A

### MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY MARCH 1, 2001 – FEBRUARY 28, 2002

#### I. SERVICES

##### A Contractor shall provide the following

- 1 HIV Housing Assistance Program
  - a HIV Housing Assistance Program staff shall be provided with training that increases their sensitivity and awareness of cultural issues
  - b Housing assistance shall be provided to at least two hundred thirty (230) unduplicated clients
  - c Housing assistance shall include the following:
    - 1) rental assistance,
    - 2) emergency housing,
    - 3) mortgage payments (only with Housing Opportunities for People with AIDS (HOPWA) funds),
    - 4) utility payments,
    - 5) minor home repair,
    - 6) assistance in purchasing furniture and equipment, and
    - 7) assistance in paying for services related to obtaining/maintaining housing
  - d Written eligibility criteria for housing services by the end of the first (1<sup>st</sup>) quarter (May 31, 2001)
- 2 Wrap Around Services Fund
  - a Contractor shall manage the fiscal distribution of a Wrap Around Fund to provide emergency assistance to Contractor's clients, such as car repairs, utility bills, etc.

- b Contractor shall develop written eligibility criteria for Wrap Around services by the end of the first (1<sup>st</sup>) quarter (May 31, 2001)

## II REPORTING REQUIREMENTS

Contractor shall provide the following reports and activities.

### A HIV Housing Assistance Program

- 1 Monthly Financial Reports specifying costs by funding source, budget category, and with the cost(s) per unit(s) of service(s) shall be due the fifteenth (15<sup>th</sup>) day following the end of the reporting month (Project Budget attached as Attachment II ) Units of Service (UOS) will be determined by cost. Each TEN DOLLARS (\$10) of expenditure on direct client assistance, or fraction thereof, shall constitute one (1) UOS There shall be separate financial reports for the HIV Housing Program and the Wrap Around Fund
- 2 Quarterly Program Narrative and Demographic Reports (by funding source), detailing program activities and specifying provision and utilization of services by type and volume, shall be due by the fifteenth (15<sup>th</sup>) day following the end of the reporting quarter  
  
Quarterly periods included in this Agreement are March 1, 2001 through May 31, 2001, June 1, 2001 through August 31, 2001, September 1, 2001 through November 30, 2001, and December 1, 2001 through February 28, 2002
- 3 Final Program Narrative and Demographic Reports (by funding source) shall be due March 15, 2002. These reports shall specify the utilization of services by type and volume, identify unmet needs and service gaps, and provide a project self-evaluation.
- 4 HOPWA Annual Progress Reports shall be due on the dates announced by the San Francisco Redevelopment Agency
- 5 Ryan White Comprehensive AIDS Resources Emergency (CARE) Act Standard Annual Administrative Reports shall be due on January 15, 2002
- 6 Year-end Financial Reports shall be due by March 31, 2002.
- 7 Contractor shall annually have its books of accounts 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 (December 31, 2002). Should Contractor expend a combined total of all federal awards that 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 Budget (OMB) Circular A-133.

B Wrap Around Fund

- 1 Monthly Financial Reports specifying costs by funding source, budget category, and with the cost(s) per unit(s) of service(s) shall be due the fifteenth (15<sup>th</sup>) day following the end of the reporting month (Project Budget attached as Attachment II ) Units of Service (UOS) will be determined by cost. Each TEN DOLLARS (\$10) of expenditure on direct client assistance, or fraction thereof, shall constitute one (1) UOS There shall be separate financial reports for the HIV Housing Program and the Wrap Around Fund.
- 2 Quarterly Program Narrative and Demographic Reports (by funding source), detailing program activities and specifying provision and utilization of services by type and volume, shall be due by the fifteenth (15<sup>h</sup>) day following the end of the reporting quarter  
  
Quarterly periods included in this Agreement are March 1, 2001 through May 31, 2001, June 1, 2001 through August 31, 2001, September 1, 2001 through November 30, 2001, and December 1, 2001 through February 28, 2002
- 3 Final Program Narrative and Demographic Reports (by funding source) shall be due March 15, 2002. These reports shall specify the utilization of services by type and volume, identify unmet needs and service gaps, and provide a project self-evaluation
- 4 Ryan White Comprehensive AIDS Resources Emergency (CARE) Act Standard Annual Administrative Reports shall be due on January 15, 2002
- 5 Year-end Financial Reports shall be due by March 31, 2002
- 6 Contractor shall annually have its books of accounts 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 (December 31, 2002) Should Contractor expend a combined total of all federal awards that 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 Budget (OMB) Circular A-133

### III GOALS AND OBJECTIVES

- A. Ninety-five percent (95%) of homeless clients shall be housed by Contractor or referred for appropriate housing within twenty-four (24) hours of intake
- B. Seventy-five percent (75%) of homeless clients housed by Contractor shall maintain their housing for at least six (6) months
- C. Eighty percent (80%) of clients in permanent housing shall maintain their housing through the end of the Ryan White fiscal year.
- D. Ninety-five percent (95%) of all clients who respond to an in-house client satisfaction survey shall indicate satisfaction with housing services received from Contractor
- E. At least five percent (5%) of all clients shall be referred for assessment of cognitive skills and abilities to live independently and, when appropriate, offered training by Contractor's occupational therapists to address deficits
- F. No client shall lose housing because Contractor is unable to process a payment in a timely manner

These outcome objectives shall be assessed and tabulated during the last month of the third (3<sup>rd</sup>) quarter of the contract year (November 2001) The results shall be submitted to the AIDS Program by January 15, 2002

### IV GENERAL

- A. Contractor shall submit any additions and/or changes to the program policies and procedures outlined in this Agreement to the AIDS Program for review prior to implementation.
- B. Contractor shall submit for AIDS Program approval any request to modify program budget line item amounts or to rollover funding.
- C. Contractor shall comply with all applicable state and federal statutes regarding confidentiality and HIV/AIDS
- D. Contractor's staff participation shall be required at AIDS Program Partnership Agency Roundtable meetings and other meetings, as needed or appropriate
- E. Participation in the AIDS Program Universal Client Needs and Satisfaction Survey shall be required if requested by the AIDS Program

- F Any public information (e.g., brochures, flyers, etc.) about projects funded by the San Mateo County AIDS Program 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 Compliance with the annual AIDS Program site visit shall be required.
- H Contractor shall agree to maintain, preserve (until three (3) years after termination of this Agreement with the State of California (via San Mateo County)), and permit the state, county, or any of its duly authorized representatives, including the 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.
- I Contractor shall understand that funding for any and all aspects of this project is dependent on adequate appropriation of funding for the Ryan White CARE Act and the HOPWA Act.

## SCHEDULE B

### MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY MARCH 1, 2001 – FEBRUARY 28, 2002

#### I PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 2 A of this Agreement, County shall pay Contractor in the manner described below:

- A Contractor shall submit an invoice for the advance payment of FIFTY-FIVE THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS SEVENTY-FIVE CENTS (\$55,432.75) on the first (1<sup>st</sup>) day of each month of this Agreement for the HIV Housing Assistance Program.
- B Contractor shall manage the fiscal distribution of a Wrap Around Fund under a separate account. Contractor shall receive a maximum amount of SIXTY-ONE THOUSAND DOLLARS (\$61,000) for Wrap Around Fund expenditures and administrative costs, totaling no more than nine percent (9%) of total direct costs. Contractor shall receive \$31,000 in advance and the remaining \$30,000 in August 2001, so that Contractor can meet the demands of clients in an expeditious manner. SEE BUDGET ATTACHMENT I.
- C Contractor shall submit a financial statement for expenses incurred the previous month by the fifteenth (15<sup>th</sup>) day following the end of the previous month for both the Housing Program and Wrap-Around Fund.
- D The AIDS Program Director or his designee shall review and approve all invoices prior to processing for payment. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.
- E 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, 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 become due to Contractor under this Agreement or any other agreement.

## SCHEDULE C

Contract between County of San Mateo and Mental Health Association of San Mateo County, 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.

ARLENE AQUINO  
Name of 504 Person - Type or Print

Mental Health Association of San Mateo County  
Name of Contractor(s) - Type or Print

2686 Spring Street  
Street Address or PO Box

Redwood City  
City

CA  
State

94063  
Zip Code

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

Feb 16, 2001  
Date

Imelda Staunton Executive Director  
Signature and Title of Authorized Official

\*Exception DHHS regulations state that

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



**MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY**  
**Budget for FY 2001-2002**  
 Revised 2/12/01

	A	B	C	D	
1		<b>HOPWA BUDGET</b>	<b>RYAN WHITE</b>	<b>WRAP AROUND</b>	<b>TOTAL</b>
2	<b>PERSONNEL</b>				
3	Program Director	\$44,488			\$44,488
4	Housing Case Manager	\$33,983			\$33,983
5	Housing Case Manager	\$33,088			\$33,088
6	Housing Case Manager	\$31,515			\$31,515
7	Administrative Assistant	\$24,697			\$24,697
8					
9	Total Salaries	\$167,753			\$167,753
10	Fringe Benefits @ 25%	\$41,938			\$41,938
11	<b>SUB-TOTAL</b>	<b>\$209,691</b>			<b>\$209,691</b>
12					
13	<b>OPERATING EXPENSES</b>				
14	Rental of Property	\$6,000			\$6,000
15	Utilities	\$3,000			\$3,000
16	Bldg Maintenance & Repair	\$6,500			\$6,500
17	Office Supplies/Postage	\$2,400			\$2,400
18	Printing & Reproduction	\$700			\$700
19	Program/Ed. Supplies	\$500			\$500
20	Insurance	\$1,500			\$1,500
21	Staff Training	\$1,200			\$1,200
22	Rental of Equipment	\$4,800			\$4,800
23	Staff Travel	\$1,200			\$1,200
24	Consultants/Subcontractor	\$750			\$750
25	2 Computers & 1 Printer	\$6,000			\$6,000
26	<b>SUB-TOTAL</b>	<b>\$244,241</b>			<b>\$244,241</b>
27					
28	Direct Housing Assistance	\$308,086	\$76,645	\$55,963	\$440,694
29	<b>SUB-TOTAL</b>	<b>\$552,327</b>	<b>\$76,645</b>	<b>\$55,963</b>	<b>\$684,935</b>
30					
31	Administrative Overhead	\$38,663	\$5,365	\$5,037	\$49,065
32					
33	<b>TOTAL</b>	<b>\$590,990</b>	<b>\$82,010</b>	<b>\$61,000</b>	<b>\$734,000</b>