

COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: SEP 13 2001  
HEARING DATE: SEP 25 2001

TO: Honorable Board of Supervisors  
FROM: Gale Bataille, Director, Mental Health Services  
SUBJECT: Agreement with Clara-Mateo Alliance, Inc.



RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with Clara-Mateo Alliance, Inc., for emergency housing and support services for Mental Health clients.

Background

In September 1996, a group representing the VA Palo Alto Health Care System, San Mateo and Santa Clara counties, and cities of Menlo Park, San Jose, Palo Alto, and Redwood City came together with the common goal of forming a bi-regional, multi-jurisdictional, community-based rehabilitation shelter on the grounds of the VA Hospital. Within six months, a fully operating 40-bed shelter was opened. During its first year of operation, the shelter expanded from 40 beds to 54 beds, six family units, and added six individual transitional housing units. To date, the Clara-Mateo Alliance Shelter has served over 1,080 individuals, couples, and families.

In February 1999, the Clara-Mateo Alliance became incorporated as an independent California nonprofit, public benefit organization with 501c(3) tax-exempt status. On October 1, 1999, Clara-Mateo Alliance assumed full operation of the shelter and its programs. In addition to operating the existing 54-bed shelter for individuals and couples, six family units and six transitional units, Clara-Mateo Alliance operates "Another Way Program," a revenue generating canister program located throughout the city of Palo Alto. Money collected from the canisters goes directly toward homeless services for residents of San Mateo and Santa Clara counties as well as funds the operation of the Housing and Employment Resource Room, located on-site at the shelter, wherein San Mateo County residents at the shelter have access to computers, Internet, fax machine, and a telephone to aid in their search for employment and housing.

Discussion

Housing resources for seriously mentally ill individuals on fixed incomes are critically scarce in San Mateo County with the result that many of these individuals are homeless or at high risk of becoming homeless. Since FY99/00 the Clara-Mateo Alliance has provided 8 specialized shelter

beds for mentally ill San Mateo County residents. The shelter has enjoyed a 68% rate of success in discharging these individuals to a more stable housing situation.

Under this agreement, the Clara-Mateo Alliance will continue to provide five (5) transitional beds for short-term housing and three (3) emergency beds for seriously mentally ill clients who require immediate shelter. In addition, clients will be assisted in securing medical, psychiatric and social services, and Clara-Mateo Alliance will collaborate with other agencies and resources to assist these clients in finding permanent housing and securing other basic needs.

The performance objectives are as follows:

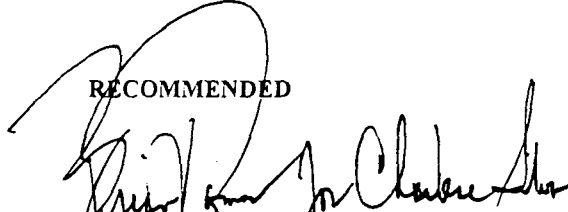
Performance Measure	2000-01 Objective	2000-01 Actuals	2001-02 Objectives
Percent of clients admitted to the shelter shall obtain housing (permanent or transitional) upon discharge	50%	68%	70%
*Percentage of individuals satisfied with the services received.	N/A	N/A	85%

\*New performance measure for 2001-02.

Term and Fiscal Impact

The term of this agreement is effective from July 1, 2001 through June 30, 2002. The agreement has been reviewed and approved by Risk Management and County Counsel.

The agreement provides for a maximum obligation of \$113,150 for the term of the agreement and has been included in the approved Mental Health Division's 2001-02 budget. Actual reimbursement is fee for service on the basis of actual shelter bed utilization. Sales tax through realignment will cover 82% or \$92,783. The maximum net county cost is \$20,367.

RECOMMENDED  
  
 HEALTH SERVICES DEPARTMENT

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

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

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RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
CLARA-MATEO ALLIANCE, INC.

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 consid-  
eration and acceptance an Agreement, reference to which is hereby made for further par-  
ticulars, whereby Clara-Mateo Alliance, Inc., shall provide emergency housing and support  
services for clients; 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 CLARA-MATEO ALLIANCE  
FOR EMERGENCY HOUSING AND SUPPORT SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
CLARA-MATEO ALLIANCE, 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

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 emergency housing and support services for clients 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 ONE HUNDRED THIRTEEN THOUSAND ONE HUNDRED AND FIFTY DOLLARS (\$113,150) 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 suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

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

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

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

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein 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 AND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

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



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

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

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.

C. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 10532).

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. Notices

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 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:

Clara-Mateo Alliance  
795 Willow Road, Building 323-D  
Menlo Park, CA 94025

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Venue

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of San Mateo County, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco, California.

13. 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

CLARA-MATEO ALLIANCE

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

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

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

Date: 9/6/01 \_\_\_\_\_

ATTEST:

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

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

Attachment I

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

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

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

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

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

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

Bill George

Name of 504 Person - Type or Print

<u>Clara-Mateo Alliance</u>	<u>795 Willow Road, Building 323-D</u>	
Name of Contractor(s) - Type or Print	Street Address or PO Box	
<u>Menlo Park</u>	<u>CA</u>	<u>94025</u>
City	State	Zip Code

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

9/6/01  
Date

ADOT  
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

CLARA-MATEO ALLIANCE

JULY 1, 2001 – JUNE 30, 2002

I. SERVICES

In full consideration of the payments herein provided for, Contractor shall provide emergency housing and support services for the Mental Health Services Division.

1. Transitional Housing and Shelter Services

Contractor shall provide five (5) transitional and three (3) emergency shelter beds, twenty-four (24) hours, seven (7) days a week for short-term housing for mentally ill clients who do not require care and supervision as defined by Section 80001 (a) (10) of Title 22 of Community Care Licensing Regulations. In addition to providing emergency shelter and transitional housing, Contractor shall collaborate with other public and private services and resources to assist these clients in finding permanent housing and securing other basic needs. Clients shall be assisted in securing medical, psychiatric, and social services as needed.

- a. Contractor shall accept referrals from Mental Health Services Division Monday through Friday, 9 am to 4 pm.
- b. Contractor shall admit only those clients who meet the following criteria:
  - 1) have a primary psychiatric diagnosis;
  - 2) are homeless according to the definition of the US Department of Housing and Urban Development;
  - 3) medically and psychiatrically stable;
  - 4) able and willing to live cooperatively in a structured group setting with rules and requirements;
  - 5) clear of tuberculosis;
  - 6) compliant and capable of taking medications as prescribed by a physician; and

- 7) capable and committed to substance free living and willing to submit to random drug testing.
- c. Contractor shall exclude individuals from admission who: -
- 1) have a continued use of housing and treatment resources without lasting periods of success;
  - 2) have demonstrable history of violence and/or disruption that would be destructive and/or unsafe in a structured group living environment;
  - 3) have a history of child molestation, sexual and violent sexual offenses, and/or violent crimes;
  - 4) are non-compliant with treatment and medications; and/or
  - 5) are on methadone maintenance (“Take Homes”).
  - 6) and other individuals whose behavior is deemed inappropriate for the cooperative structured group living environment provided by Clara-Mateo Alliance.
- d. Among clients eligible for emergency shelter and short-term housing, who meet criteria as specified in Section 1.b. above, Contractor shall give priority for beds on a space-available basis in the following order:
- 1) Options Project (Mentally Ill Offender Crime Reduction grant) clients;
  - 2) individuals from Unit 3A/B at the San Mateo County Health Center;
  - 3) individuals from Psychiatric Emergency Services (PES);
  - 4) individuals from Cordilleras Mental Health Rehabilitation Center.
- e. The Clara-Mateo Alliance Shelter Intake form will be completed by Contractor’s staff in cooperation with the Mental Health Services Division staff on each individual referred for admission to the shelter.

- f. Staff will evaluate the client's financial/benefit status and initiate benefits as appropriate as well as eligibility for other services/resources.
- g. At least two (2) staff persons shall be on duty at the Clara-Mateo shelter at all times, twenty-four (24) hours per day.
- h. Contractor shall provide separate sleeping quarters, showers and toilets for men and women. Communal space will include kitchen facilities, laundry room, living room, and recreation area. Accessibility shall be provided to the handicapped, and a sprinkler system shall be included throughout the shelter.
- i. Contractor shall provide an estimated twenty-one hundred and twenty-five (2125) days of care to a minimum of fifteen (15) unduplicated clients during the term of this Agreement. A client day shall be deemed to mean any and all services rendered by Contractor on behalf of one (1) client during any single day.

## II. RECORDS AND ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, 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.

Contractor shall report, by the fifteenth (15<sup>th</sup>) day of the month following service, data on caseload, units of service and other valuative information as requested to the division. The data shall become incorporated into an annual (fiscal year-end) report which shall include such information as the Director requires to permit reporting, monitoring and evaluation of Contractor's program pursuant to this Agreement.

Contractor shall submit a copy of any licensing report issued by licensing agency to the Deputy Director of Adult Services, Mental Health Services Division, within three (3) days from date received.

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.

## III. GOALS AND OBJECTIVES



### III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

- Goal 1: Contractor shall increase the independence of clients by assisting them in accessing any and all necessary support services (e.g., financial assistance, housing, medical/psychiatric services, etc.) to facilitate a higher level of self-efficiency.
- Objective 1: A minimum of fifty percent (50%) of clients admitted to Clara-Mateo Shelter shall obtain permanent housing upon discharge.
- Objective 2: At least seventy-five percent (75%) of all clients shall receive a minimum of two (2) rehabilitation services (exclusive of medication support services) during their stay at Clara-Mateo Shelter.
- Objective 3: Eighty-five percent (85%) of all clients who remain in Clara-Mateo Shelter beyond three (3) days shall have a written "Clara-Mateo Alliance Shelter Service Plan."
- Objective 4: One hundred percent (100%) of all clients who remain in the shelter beyond fourteen (14) days shall participate in the "Clara-Mateo Alliance Client-Shelter Evaluation."
- Objective 5: Eighty-five percent (85%) of all clients shall be satisfied with the services received.

SCHEDULE B

CLARA-MATEO ALLIANCE

JULY 1, 2001 – JUNE 30, 2002

I. 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 AND THIRTEEN THOUSAND ONE HUNDRED AND FIFTY DOLLARS (\$113,150).
2. 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, listed below.
3. Clara-Mateo Shelter Services
  - a. County shall be obligated to pay a negotiated net amount of EIGHTY THOUSAND, THREE HUNDRED DOLLARS (\$80,300) for transitional beds for a total of five (5) beds as described in Schedule A. The rate of payment shall be one-twelfth (1/12) of the total obligation per month for the term of this Agreement, or SIX THOUSAND, SIX HUNDRED AND NINETY-TWO DOLLARS per month.
  - b. Should shelter beds be available, County has the option to purchase on an as-needed basis up to three (3) shelter beds at the rate of THIRTY DOLLARS (\$30) per bed per day. Contractor shall invoice County on a monthly basis for these shelter beds.

- c. In no event shall payment for transitional housing or emergency shelter services exceed ONE HUNDRED AND THIRTEEN THOUSAND, ONE HUNDRED AND FIFTY DOLLARS (\$113,150).
  - 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.

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 emergency shelter 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.
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.

## SCHEDULE C

Contract between County of San Mateo and Clara-Mateo Alliance, 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.

### COUNTY OF SAN MATEO

### Equal Benefits Compliance Declaration Form

#### I Vendor Identification

Name of Contractor: CLARA-MATEO ALLIANCE

Contact Person: ANGEL BATT

Address: 795 WILLOW ROAD, BUILDING 323-D

MENLO PARK, CA 94025

Phone Number: 617-9887 Fax Number: 617-9812

(650) 853-7065 (650) 853-7084

#### II Employees

Does the Contractor have any employees?  Yes  No

Does the Contractor provide benefits to spouses of employees?  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 true and correct, and that I am authorized to bind this entity contractually.

Executed this 11 day of September, 2001 at Menlo Park, CA.  
(City) (State)

ABATT  
Signature

Angel Batt  
Name (Please Print)

Angel Batt, Executive Director  
Title

94-3321885  
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: September 6, 2001

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Mary Vozikes, Mental Health Services/PONY #MLH 322

CONTRACTOR: Clara-Mateo Alliance, Inc.

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	\$1,000,000
Motor Vehicle Liability:	\$1,000,000
Professional Liability:	\$1,000,000
Worker's Compensation:	\$Yes

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

REMARKS/COMMENTS:

  
SIGNATURE

**ACORD CERTIFICATE OF LIABILITY INSURANCE** OP ID KT DATE (MM/DD/YY)  
 CLARA-1 11/22/00

**PRODUCER**  
 Lawson-Hawks Ins-Mountain View  
 #0401806  
 633 N.Shoreline Blvd, PO Box 39  
 Mountain View CA 94042  
 Phone: 650-964-8000 Fax: 650-964-0816

**INSURED**  
 Clara Mateo Alliance, Inc  
 Angel Batt, Exec Dir  
 795 Willow Rd #323-D  
 Menlo Park CA 94025

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: First Nat'l Insur. Co. of Amer  
 INSURER B: State Compensation Insurance  
 INSURER C: Safeco Insurance Company  
 INSURER D:  
 INSURER E:

**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP07769807A	10/01/00	10/01/01	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
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	CP07769807A	10/01/00	10/01/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UL7769807A	10/01/00	10/01/01	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	156914300	10/01/00	10/01/01	WC STATU-TORY LIMITS OTH-ER
					E.L EACH ACCIDENT \$ 1,000,000
					E.L DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate Holder is added as additional insured. \*Note notice of cancellation is 10 days for non-pay.

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
San Mateo County Health Services. Mental Health Serv. Mary Vozikas 225 37th Avenue San Mateo CA 94403		SAN MAT	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Walter Joyce <i>Walter Joyce</i>

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

This endorsement changes the policy. Please read it carefully.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

San Mateo County Health Services  
Mental Health Services  
Attn: Mary Vozikas  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.