


COUNTY OF SAN MATEO
Departmental Correspondence

DATE: **SEP 11 2001**

HEARING DATE: **SEP 25 2001**

TO: Honorable Board of Supervisors

FROM: Gale Bataille, Director, Mental Health Services 

SUBJECT: Agreement with Family and Children's Services

RECOMMENDATION

Adopt a resolution:

1. authorizing the President of the Board to execute an agreement with Family and Children's Services for the provision of mental health services for the AIDS Program and the San Mateo County Mental Health Services Managed Care Plan.
2. authorizing the Director of Health Services to execute amendments and minor modifications to this agreement not to exceed the aggregate of \$25,000.

Background/Discussion

Family and Children's Services is the newly formed agency resulting from the merger of the Adult and Child Guidance Center in San Jose and Family Services Mid-Peninsula in Palo Alto. The combined programs of the new agency are now available to residents of San Mateo and Santa Clara Counties. Family and Children Services brings a combined 110 years experience in providing a wide array of health and social services as well as mental health services to individuals, children and families. Family and Children's Services presently provides an ongoing AIDS/HIV program working closely with the Santa Clara AIDS Project and other community agencies.

In April 2001, the Mental Health Services Division issued a Request for Proposals (RFP) for mental health services to individuals with HIV and/or AIDS-related illnesses and their significant others. Two proposals were submitted and Family and Children's Services was selected as the agency to provide mental health counseling services to people with AIDS and HIV related illnesses because of this agency's expertise, multi-cultural focus and ability to provide services in English and Spanish.

In 1995 Family Services Mid-Peninsula now Family and Children's Services began providing mental health outpatient services to youth and their families under the San Mateo County Mental Health Plan (MHP). In April 2001 a Request for Proposals was issued for provision of outpatient services and Family and Children's Services responded with a proposal that was reviewed and accepted. They will continue to provide mental health services to youth and their families through the MHP. MHP rates for FY2001-02 year reflect a 5% increase over last year.

Goals and Objectives

AIDS Program Objectives

Performance Outcomes	2000-01 Objective	2000-01 Actual	2001-02 Objective
Percent of satisfied clients who have received at least one treatment service and are satisfied with quality of service provided, as measured by client satisfaction survey	80%	92%	85%

Managed Care MHP Objectives

Performance Outcomes	2000-01 Objective	2000-01 Actual	2001-02 Objective
Maximum percent of individuals served who are admitted to a psychiatric emergency service unit between intake and the one year service anniversary	5%	0%	5%

Term

This agreement is effective from July 1, 2001 through June 30, 2004. County Counsel has reviewed and approved the form and content of this agreement. Risk Management has reviewed and approved the contractor's insurance coverage.

Fiscal Impact

The maximum obligation for this contract is \$204,253, which covers the three-year term for both AIDS and MHP services. The maximum amount for fiscal year 2001-2002 is \$66,000. This funding amount has been included in the FY2001-02 Mental Health Services adopted budget. Of this amount, \$41,000 is paid for through the AIDS Program grant funding from the State Department of Mental Health. A total of \$25,000 is included for the MHP managed care services through 100% federal and state Medi-Cal funding. There is no net county cost for services provided through this contract. A similar arrangement will be in place for fiscal years 2002-03 and 2003-04. We are requesting that the Director of Health Services be given signing authority to execute minor amendments and adjustments up to \$25,000.

RECOMMENDED

 HEALTH SERVICES AGENCY

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT
WITH FAMILY AND CHILDREN'S SERVICES

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 Family and Children's Services shall provide mental health services for the San Mateo County Mental Health Services Managed Care Plan and the 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;

BE IT FURTHER RESOLVED, that the Director of Health Services is hereby authorized to execute subsequent Amendments and minor modifications to the Agreement with Family and Children's Services, not to exceed the aggregate of \$25,000.

AGREEMENT WITH FAMILY AND CHILDREN'S SERVICES
FOR MENTAL HEALTH SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY AND CHILDREN'S SERVICES, 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 outpatient mental health services for the Mental Health Plan and counseling and support for people affected by AIDS 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 AND FOUR THOUSAND TWO HUNDRED AND FIFTY-THREE DOLLARS (\$204,253) 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 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.

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 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:
Family and Children's Services
375 Cambridge Avenue
Palo Alto, CA 94306

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, 2004. 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.

Parties recognize that Contractor has performed services from July 1, 2001 through date of execution of this Agreement in anticipation of execution of this Agreement. Parties agree that services are subject to all terms and conditions contained herein.

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

COUNTY OF SAN MATEO

FAMILY AND CHILDREN'S SERVICES

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

By: *Julie Daul for* _____
Jessie Fabozzetta, Pres
5 CEI

Date: _____

Date: 8/2/01

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

FAMILY AND CHILDREN'S SERVICES: 2001-2004

SERVICES

Contractor shall provide counseling and support services for people affected by AIDS and managed care-based outpatient 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. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

I. AIDS PROGRAM

A. Counseling Intervention

Services:

- 2) Direct, time-limited counseling (individual and group therapy) for persons (and their families) diagnosed with HIV/AIDS. Clients shall include individuals with AIDS-related mental health needs. Services provided at various sites throughout San Mateo County. All program services shall be available in English and Spanish.
- 3) Family support
- 4) Crisis intervention
- 5) To provide up to seven hundred and eighty (780) units of individual counseling per year. One (1) unit equals one (1) hour.
- 6) To provide up to two hundred and eighty-eight (288) units of group therapy per year.
- 7) To serve approximately ninety (90) unduplicated clients per year.

B. Cultural and Ethnic-Specific Services

Services:

1. Spanish-speaking counseling/therapy for south San Mateo County residents.

II. MENTAL HEALTH SERVICES (Authorized by the Mental Health Plan)

San Mateo County MHP Community-Based Provider Manual, Client Complaint/Grievance Procedure Manual, and Provider Complaint and Appeal Procedure are included by reference and incorporated here.

A. General Services

Contractor shall provide outpatient mental health services to monolingual Russian-speaking adults, families and youth, under the Mental Health Plan (MHP). These services shall be provided to Medi-Cal-eligible beneficiaries, clients who are covered by the Healthy Families Program, and clients known to be indigent, for whom the MHP has assumed responsibility. The number of clients referred shall depend upon service demand.

- i. All clients shall be authorized for service by the Mental Health Services Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
- ii. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with results of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
- iii. Services shall be available in Russian, and other languages if available, and shall include the following:
 - a. assessment services;
 - b. treatment services:
 - 1) brief individual, family and group therapy, and
 - 2) collateral services, including contact with family and other significant service providers.

III. ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including, but not limited to, assessment and service plans, and progress notes).
- B. 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 main-

tained: a) until one (1) year beyond the person's eighteenth (18th) birthday or
b) for a period of seven (7) years beyond the date of discharge, whichever is later.

IV. GOALS AND OBJECTIVES

A. AIDS Program

Goal 1: All clients receiving at least one (1) treatment service shall be administered a client satisfaction survey provided by Contractor.

Objective 1: Eighty percent (80%) of clients served shall be satisfied with services measured by client satisfaction survey administered by Contractor.

Goal 2: Contractor shall enhance program's cultural competence.

Objective 1: At least one (1) in-service training emphasizing cultural variables and competencies shall be provided to all program staff by Contractor.

Objective 2: All newly hired staff shall have some relevant trans-cultural experience and/or language capacity pertinent to the populations Contractor expects to be serving.

Mental Health Services (Authorized by MHP)

Goal 1: Contractor shall avoid more intensive levels of mental health services.

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit between the time of intake and a year after intake.

Goal 2: All clients receiving at least three (3) treatment services shall be administered a client satisfaction survey provided by the MHP.

Objective 1: Ninety percent (90%) of clients served shall be satisfied with service as measured by client satisfaction survey administered by the MHP.

SCHEDULE B

FAMILY AND CHILDREN'S SERVICES: 2001-2004

PAYMENTS

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

I. AIDS PROGRAM

A. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED TWENTY-THREE THOUSAND DOLLARS (\$123,00) for services provided under Schedule A, of this Agreement for the period July 1, 2001 through June 30, 2004. Contractor shall be paid no more than FORTY-ONE THOUSAND DOLLARS (\$41,000) for services for the first (1st) year of the contract, July 1, 2001 through June 30, 2002.

1. For the first (1st) year of the contract term, July 1, 2001 through June 30, 2002, contractor shall be reimbursed at the rate of:
 - i. FORTY-SEVEN DOLLARS (\$47.00) per unit for individual therapy, not to exceed seven hundred and eighty (780) units of service
 - ii. FIFTEEN DOLLARS SIX CENTS (\$15.06) per unit for group therapy, not to exceed two hundred and eighty-eight (288) units of service.
2. At the County's sole discretion after the first year, a cost of living adjustment (COLA) may be made annually.
3. Contractor shall submit invoices to the Supervisor of the Mental Health Services Division Dual Diagnosis Team for review and authorization of payment.

II. MANAGED CARE-BASED OUTPATIENT SERVICES

A. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of SEVENTY-FIVE

THOUSAND DOLLARS (\$75,000) for services provided under Schedule A, Section I, of this Agreement for the period of July 1, 2001 through June 30, 2004. Contractor shall be paid no more than TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for services for the first (1st) year of the contract, July 1, 2001 through June 30, 2002.

Contractor shall be paid the following:

1. Assessment Services(non-MD): An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered mental health professional.

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Assessment (per case)	\$111.30	\$114.64	\$118.08

2. Treatment Services (non-MD): Treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed, waived, or registered mental health professional.

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Individual Therapy (per session)	\$52.50	\$54.08	\$55.70
Group Therapy (per client/per session)	\$16.80	\$17.30	\$17.82
Family Therapy (per hour; includes all members)	\$52.50	\$54.08	\$55.70
Clinical Consultation (telephone/15 minutes)	\$10	\$10	\$10

- III In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED AND FOUR THOUSAND TWO HUNDRED AND FIFTY-THREE DOLLARS (\$204,253).
- IV. 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.
- V. Medi-Cal cases seen under this Agreement are to be reimbursed by the Mental Health Services Division. No other revenue sources may be collected for Medi-Cal clients. Under no circumstances may Medi-Cal eligible clients be charged for services provided.

- VI. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month's services.
- VII. Claims shall be in the format specified by County Mental Health Services Division to which shall be attached a detail of charge. All claims shall clearly reflect, and in reasonable detail, give information regarding the services for which claim is made.
- VIII. Contractor shall report (at monthly intervals) state-required data to the division's Management Information System (MIS) Unit. The data shall become incorporated into a year-end report which shall include such information as required by Director or her authorized representative to permit Medi-Cal claiming, reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.
- IX. In the event this Agreement is terminated prior to June 30, 2004, Contractor shall be paid for services already provided pursuant to this Agreement.
- X. Contractor shall submit an annual Cost Report as required by County. This shall be for information purposes only.
- XI. If County finds that performance is inadequate, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to the end of the term, or terminated pursuant to paragraph 13 of this agreement. Any unspent monies due to performance failure may reduce the following year's agreement.
- XII. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or 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.
- XIII. However, disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include, but not be limited to, quality improvement (QI) audit disallowances as a result of QI Plan errors or format problems with County designed service documents.
- XIV. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3rd) quarter of each contract year for the term of the contract.

SCHEDULE C

Contract between County of San Mateo and Family and Children's Services, 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.

Julie Daul

Name of 504 Person - Type or Print

Family and Children's Services

Name of Contractor(s) - Type or Print

375 Cambridge Avenue

Street Address or PO Box

Palo Alto

City

CA

State

94306

Zip Code

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

8/2/01

Date

Julie Daul Director of Program Services
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."

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: August 6, 2001

TO: Priscilla Morse, Risk Management/Insurance Division
FROM: Mary Vozikes, Mental Health Services/PONY #MLH 322

CONTRACTOR: Family and Children's Services

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 X

WAIVE _____

MODIFY _____

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

ACORD INSURANCE BINDER		DATE 07/27/01
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.		
PRODUCER BLACK TEAM HENRY S. LEHR, INC. P O BOX 25001 LEHIGH VALLEY, PA 18002-5001	PHONE (A/C, No. Ext): 800-634-8237	COMPANY AMERICAN CAS CO OF READI BINDERS1823347 BINDER #
CODE: _____ SUB CODE: _____		EFFECTIVE DATE: 08/01/01 12:01 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM EXPIRATION DATE: 10/01/01 <input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON
AGENCY CUSTOMER ID: 12198 INSURED: FAMILY & CHILDREN SERVICES 950 W JULIAN ST SAN JOSE, CA 95126		X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: S182334742 DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) Loc#1: 950 W JULIAN STREET, SAN JOSE, CA 95126 Loc#2: 651 W 6TH ST, GILROY, CA Loc#4: 375 CAMBRIDGE AVENUE, PALO ALTO, (See Special Conditions Below)

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	Blanket 1: Combined Bldg & Per Prop Blanket 2: Business Income and Extra See Spec. Conditions/Other Coverages	500		\$2,503,000 \$550,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	See Spec. Conditions/Other Coverages RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$250,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
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				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE \$ STATED AMOUNT \$ OTHER \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 SELF-INSURED RETENTION \$10,000
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
SPECIAL CONDITIONS/OTHER COVERAGES	** Continued From Additional Interests Section ** (See attached Spec Conditions/Other Covs page.)			FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS

NAME & ADDRESS	<input type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE LOAN # _____ AUTHORIZED REPRESENTATIVE <i>Anthony C. Diappo</i>
----------------	---

ACORD CERTIFICATE OF LIABILITY INSURANCE ID MG ADULT-1 03/09/01

PRODUCER
 Barlocker Insurance-Campbell
 License #0580438
 2951 South Winchester
 Campbell CA 95008
 Phone: 408-288-6262 Fax: 408-280-0821

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
 Adult & Child Guidance Center
 Adult & Childrens Guidance Center - Family Service
 Mid-Peninsula
 950 W. Julian Street
 San Jose CA 95126

INSURER A: State Compensation Ins. Fund
 INSURER B:
 INSURER C:
 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ _____ FIRE DAMAGE (Any one fire) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ _____ 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 \$ _____
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	488463-01	04/01/01	04/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

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

Evidence of Insurance

CERTIFICATE HOLDER

N ADDITIONAL INSURED; INSURER LETTER: **SANTA-1**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIR DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRIT NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO S: IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS C REPRESENTATIVES.

Fredrick J. [Signature]

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Family and Children's Services
Contact Person: Julie Daul
Address: 375 Cambridge Avenue
Palo Alto, CA 94306
Phone Number: 650-326-6576 Fax Number: 650-326-1340

II Employees

Does the Contractor have any employees? [checked] Yes ___ No
Does the Contractor provide benefits to spouses of employees? ___ Yes [checked] 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 22nd day of August, 2001 at Palo Alto, CA.
(City) (State)

Julie Daul
Signature
Director of Program Services
Title

Julie Daul
Name (Please Print)
94-1167408
Contractor Tax Identification Number