

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 Mateo Lodge, Inc.



RECOMMENDATION

Adopt a resolution:

1. authorizing the President of the Board to execute an agreement with Mateo Lodge, Inc., for residential treatment, rehabilitation services, and outreach services for mentally ill adults.
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

Mateo Lodge, Inc., has provided residential and other mental health treatment services to San Mateo County clients for more than two decades. Agency services are all focused on providing low cost community-based alternatives for mental health adult clients who would otherwise have to live in locked skilled nursing facilities, board and care homes, homeless shelters, or on the streets.

Under the division's plan for contracted services, residential and supportive services are in the "various qualified provider" category. This category is used when there are a limited number of providers and we are interested in receiving all proposals. In this category any agency can submit a proposal at any time and the proposal will be evaluated on quality and cost factors.

Discussion

Mateo Lodge, Inc. operates a transitional residential treatment program for seriously mentally ill adults at Wally's Place. Mateo Lodge, Inc. operates housing programs with rehabilitation services at Humboldt House, Cassia House and Dexter House. Rehabilitation services are designed to support clients in their living situation and to assist clients in finding and/or maintaining employment, education, health care, and mental health services. Mateo Lodge, Inc. also provides outreach and support services countywide to mentally ill adults who are homeless

or at risk of becoming homeless. The rates for FY2001-02 year reflect a 10% increase over last year.

On February 29, 2000, the Board of Supervisors approved an agreement with Mateo Lodge, Inc., to provide funds to purchase Humboldt House. The amount of \$13,650 has been added to the maximum contract amount, as a one time expense to fund the removal of asbestos from Humboldt House.

The 2000-01 objectives and actual performance and 2001-02 objectives are as follows:

Performance Measure	2000-01 Objectives	2000-01 Actual	2001-02 Objectives
Percent of clients satisfied with their services	85%	85%	85%
Percent of clients who will improve or maintain their functioning as measured by a standardized outcome instrument designed by the state*	80%	85%	85%

* This objective corresponds with one of our Division's overall performance objectives. We have collected baseline data in 2000-01 from which change can be measured.

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 contract total is \$1,417,855 which includes \$1,404,205 for client services and \$13,650 for asbestos abatement, and has been included in the Mental Health Services' 2001-02 budget. It is projected that \$393,415 of the cost will be covered by federal Medi-Cal funds. Two federal grants for the homeless, PATH and SAMHSA will cover \$181,860 of the balance of \$1,024,440. Of the remaining \$842,580, sales tax provided through realignment will cover 82% or \$690,916 of the balance. The net County cost is \$151,664. 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 AN AGREEMENT WITH
MATEO LODGE, 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 consideration
and acceptance an Agreement, reference to which is hereby made for further particulars,
whereby Mateo Lodge, Inc., shall provide residential treatment, rehabilitation services, and
outreach services for mentally ill adults; 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
Mateo Lodge, Inc., not to exceed the aggregate of \$25,000.

AGREEMENT WITH MATEO LODGE, INC.
FOR RESIDENTIAL TREATMENT, MOBILE SUPPORT,
AND REHABILITATION SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MATEO LODGE, INC., 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 residential treatment, mobile support, and rehabilitation services for psychiatrically disturbed adults 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 MILLION FOUR HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$1,417,855) 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:

Mateo Lodge, Inc.
420 Cassia 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. 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.

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

MATEO LODGE, INC.

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

By: I. D. Ales

Date: _____

Date: 8/27/01

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.

IAN ADAMSON

Name of 504 Person - Type or Print

Mateo Lodge, Inc.

Name of Contractor(s) - Type or Print

420 Cassia 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.

8/29/01

Date

I. D. Adamson C.E.O.

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

MATEO LODGE, INC.: 2001-02

I. INTRODUCTION AND DEFINITION OF TERMS

Rehabilitative Mental Health Services focus on client needs, strengths, and choices; the client is always involved in service planning and implementation. The goal of rehabilitation is to help clients take charge of their own lives through informed decision-making. Services are based on the client's desired results from mental health services (long term goals) concerning his/her own life, and consider his/her diagnosis, functional impairments, symptoms, disabilities, life conditions and rehabilitation readiness. Services are focused on achieving specific shorter term personal milestones (measurable objectives) to support the client in accomplishing his/her desired results.

Program staffing is multi-disciplinary and reflects the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons are encouraged to participate in the planning and implementation process to help the client meet his/her needs. Programs are designed to use personnel who are experienced in providing mental health services. Clients and family members of clients are valued as volunteer or paid staff.

Services are optimal when delivered to clients who live in housing of their own choice. Single room occupancy is a highly valued housing choice by clients and is emphasized in resource development and service planning.

II. SERVICES

Contractor shall provide adult transitional residential services, rehabilitation services, and outreach services for mentally ill adults who are homeless or at risk of homelessness. 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. The Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management is included herein by reference. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

A. Transitional Residential Services

Contractor shall provide a thirteen (13) bed, twenty-four (24) hour Transitional Residential Treatment facility for mentally ill clients. Treatment and/or rehabilitation services shall be provided in a structured therapeutic community and shall

include a range of activities and services for clients who would be at risk of hospitalization or other institutional placement were they not in this residential program. Clients are supported in their efforts to restore, maintain and apply interpersonal and independent living skills, and to access community support services. Interventions which focus on symptom reduction and management will be available.

1. Ongoing services shall include, but not be limited to:
Assessment/Evaluation, Plan Development, Therapy/Counseling, Rehabilitative Mental Health Services, Collateral Services, and Crisis Intervention.
2. Contractor shall provide four thousand five hundred eight (4,508) days of care to eighteen (18) 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 during which the client was present in the facility.
3. Eligibility for admission to this service shall be confined to persons with a serious mental illness and functional impairments that require and will benefit from a rehabilitation program. County Mental Health Services Division Adult Resource Management will authorize and, in the case of multiple applications, will prioritize persons for admission. Admission priority will generally be given to persons coming from more restricted settings such as hospital and locked sub-acute facilities.

B. Rehabilitation Services

Contractor shall provide seriously mentally ill adults with community-based rehabilitative mental health services. Rehabilitation services are intended to identify and provide assistance in locating and obtaining adequate and appropriate living arrangements and supportive resources (medical, social, vocational and educational) to enhance clients' potential for live successfully in the community.

1. Ongoing services shall include, but not be limited to:
Assessment/Evaluation, Plan Development, Individual and Group Counseling, Collateral Services, Rehabilitation Services, Case Management, and Crisis Intervention.
2. Contractor shall provide one hundred ninety-six thousand (196,000) minutes of care to one hundred sixteen (116) unduplicated adult clients.
3. All referrals for rehabilitation services must be authorized by County Mental Health Services Division Adult Resource Management as designated by Adult Services Deputy Director.

C. Outreach Services for Mentally Ill Adults Who Are Homeless or At Risk of Homelessness

Contractor shall provide outreach services for mentally ill adults who are homeless or at risk of homelessness. Mobile services shall be provided seven (7) days a week. These support outreach services target adults whose rehabilitative needs are not currently met in the mental health system, adults who are refusing services, and adults who are homeless or at risk of being homeless.

1. Contractor shall provide one thousand eight hundred (1,800) hours of services to three hundred seventy-five (375) unduplicated adult clients during the term of this Agreement.

III. 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 (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
- B. Contractor shall report, by the fifteenth (15th) day of the month following service, data on caseload, units of service and other evaluative 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.
- C. Contractor shall submit a copy of any licensing report issued by licensing agency to County Mental Health Adult Services Deputy Director within three (3) days from date received.
- D. 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.

IV. GOALS AND OBJECTIVES

A. Agency

Goal 1: Contractor shall increase Cultural Competence within the agency.

Objective 1: Contractor shall continue to revise and implement a plan, including a recruitment plan, to increase language skills and cultural competence of staff.

Goal 2: All clients will be given an opportunity to respond to a satisfaction survey provided by County Mental Health Services Division.

Objective 1: At least eighty-five percent (85%) of clients responding shall rate services as satisfactory as measured by client satisfaction survey.

Goal 3: Contractor shall participate in assessing the level of functioning of its clients.

Objective 1: At least eighty percent (80%) of clients will improve or maintain their functioning as measured by a standardized outcome instrument.

B. Transitional Residential Treatment Services

Goal 1: Contractor shall provide a residential alternative to institutional treatment for clients.

Objective 1: Not more than ten percent (10%) of unduplicated clients shall be discharged to acute inpatient service during the fiscal year.

Goal 2: Contractor shall provide services that enhance the client's living and coping skills in order to prepare him/her to remain in a community-based setting.

Objective 1: At least fifty percent (50%) of clients discharged after completion of three (3) months or more treatment in transition residential treatment program shall be discharged to a more independent living.

C. Rehabilitation Services

Goal 1: Contractor shall provide services that enhance the client's living and coping skills in order to increase (or maintain) the client's probability of remaining in the community, and/or to involve the client in educational, employment and other meaningful activities.

Objective 1: At least sixty percent (60%) of clients will participate in self-help activities or programs for a minimum of three (3) months.

D. Outreach Services for Homeless Mentally Ill Clients

Goal 1: Contractor shall engage clients who are homeless and seriously mentally ill in mental health services and/or treatment.

Objective 1: Fifty percent (50%) of clients will be linked with services, including regional mental health services, acute psychiatric hospital services, and entitlements.

SCHEDULE B

MATEO LODGE, INC.: 2001-02

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. The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 2.A. on page 1 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement:

i. Transitional Residential Services at Wally's Place	\$261,238
ii. Rehabilitation Services	\$955,602
iii. Homeless Outreach - Support Team	\$187,365
iv. TOTAL CONTRACT OBLIGATION	\$1,404,205

- B. Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services under this Agreement. Unless otherwise authorized by the Director of Health Services or her authorized representative, the rate of payment by County to Contractor shall be one-twelfth (1/12) of the total obligation per month for the term of this Agreement. 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.
- C. 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.
- D. 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 current month. All claims shall clearly reflect and in reasonable detail give information regarding the services for which claim is made.
- E. In addition to the amounts specified above, Contractor shall receive a one-time payment of up to \$13,650 to reimburse contractor for the cost of the asbestos removal from Humboldt House. Payments shall be made in accordance with standard legal contract between Contractor and construction company providing repairs. Receipts must be submitted with request for reimbursement.
- F. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this

Agreement through the end of the contract period without further payment from County.

- G. In the event this Agreement is terminated prior to June 30, 2002, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Director.
- H. 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. If Contractor has received more than THREE HUNDRED THOUSAND DOLLARS (\$300,000) in federal funds for the fiscal year, the audit must meet the requirements of the federal Single Audit Act and OMB Circular A-133.
- I. If the annual Cost Report provided to County shows that total payments to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health Services or her designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County.
- J. 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.
- K. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3rd) quarter of the contract year.
- L. It is projected that Contractor will generate the following level of federal share Medi-Cal reimbursement: \$393,415

SCHEDULE C

Contract between County of San Mateo and Mateo Lodge, Inc., 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.

	HUMBOLDT	CASSIA	WALLY'S	SUPPORT TEAM	DEXTER	POPLAR	REHAB	ADMIN	TOTAL
REVENUE									
RESIDENT FEES	194,472	129,528	120,276	0	0	18,444			462,720
CO FEE FOR SERVICE	209,477	177,089	261,238	187,365	29,793	12,119	527,124		1,404,205
MISC REVENUE	0	0	0	0	0	0	0	0	0
ROLLOVER	0	0	0	0	0	0	0	0	0
TOTAL REVENUE	403,949	306,617	381,514	187,365	29,793	30,563	527,124		1,866,925
PERSONNEL EXPENSE									
SALARIES	145,365	142,809	177,919	48,328			278,993	144,072	937,486
MEDICAL BENEFITS	18,285	19,676	24,986	7,827			28,241	10,345	109,360
BONUSES	2,907	2,856	3,558	967			5,580	2,881	18,750
EMPLOYEE BENEFITS	4,361	4,284	5,338	1,450			8,370	13,458	37,260
PAYROLL TAXES	14,537	14,281	17,797	4,833			27,899	14,407	93,749
WORKERS' COMP INS	5,815	5,712	7,117	1,931			11,160	5,763	37,499
TOTAL PERS. EXPENSE	191,269	189,619	236,710	65,337			360,243	190,927	1,234,104
OPERATING EXPENSES									
UTILITIES	15,000	10,863	7,000	2,500		2,200		0	37,563
TELEPHONE	3,000	3,000	3,000	500	600		16,942	2,500	29,542
RENT	89,268	0	20,350	7,800	13,200	19,705		6,300	156,623
REPAIRS & MAINT.	10,000	10,000	7,000		3,043	3,000	3,432	0	36,475
INSURANCE EXPENSE	9,000	4,728	7,417		1,051	1,151	8,931	0	32,278
BANK CHARGES	0	0	0				300	200	500
FEES & LICENSES	450	450	450		0		400	200	1,950
MEDICAL	0	300	0				400	0	700
SUPPLIES	4,000	6,127	5,500		221		3,904	500	20,252
GROCERIES	27,000	24,000	22,583		0			0	73,583
RECREATION & WORK	7,005	10,186	11,000		1,949	995	2,848	500	34,483
GARDENING	0	500	1,440			1,080		0	3,020
OFFICE SUPPLIES	512	1,202	1,354	0			6,796	2,000	11,864
PERSONNEL EXPENSE	100	220	100				1,001	101	1,522
POSTAGE	64	74	100				2,177	500	2,915
AUTO EXPENSE	3,500	4,000	6,433				31,000	2,500	47,433
ASSIST TO HOMELESS	0	0		96,634			8,485	0	105,119
LEGAL & ACCOUNTING	0	0						24,000	24,000
DJES & SUBSCRIPTIONS	0	0						4,000	4,000
OUTSIDE SERVICES	0	0						2,000	2,000
STAFF DEVELOPMENT	0	0						7,000	7,000
ALLOC ADMIN EXPENSE	43,781	41,349	51,078	14,594	9,729	2,432	80,265	0	243,228
TOTAL OPER EXPENSE	212,680	116,999	144,805	122,028	29,793	30,563	166,881	52,301	632,822
TOTAL PROG EXPENSE	403,949	306,617	381,514	187,365	29,793	30,563	527,124	243,228	1,866,926
	(0)	(0)	(0)	0	(0)	(0)	0	(243,228)	(1)

AUG 08 2001 11:12PM P2

FAX NO. : 6508510741

FROM : MATEOLODGE

PERSONNEL	HH SALARY	CH SALARY	WP SALARY	ST SALARY	DH SALARY	PH SALARY	REHAB SALARY	AD SALARY	TOTAL SALARY
ADMINISTRATOR								82,056	82,056
FINANCIAL WIZARD								62,016	62,016
DIRECTOR OF SERVICE	26,004								26,004
PROGRAM DIRECTOR		26,004							26,004
ST COORDINATOR							33,000		33,000
MOTIVATION COUNSELOR		28,082	46,008						74,090
CLINICAL DIR.		28,175							28,175
HOUSE COORDINATOR	28,797		31,661						60,458
CASE MANAGER (1.00)							31,846		31,846
CASE MANAGER (1.00)							34,109		34,109
CASE MANAGER (.50)							32,446		32,446
CASE MANAGER (.25)									0
COUNSELOR (1.00)		25,482	25,482	33,328					84,292
COUNSELOR (1.00)	25,482		25,482				33,328		84,292
COUNSELOR (1.00)	25,482						33,328		58,810
COUNSELOR (1.00)	19,800						33,328		53,128
COUNSELOR (1.00)	19,800						16,664		51,464
COUNSELOR (.50)		12,741	12,741	15,000			16,664		42,146
COUNSELOR (.50)									0
HOUSE CLEANER (.50)		12,000	12,000						24,000
COOK (.50)		10,325	10,325						20,650
MAINTENANCE (1.00)			14,220				14,220		28,440
TOTAL PERSONNEL	145,365	142,809	177,919	48,328			278,933	144,072	937,426

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Mateo Lodge, Inc.
Contact Person: Ian Adamson
Address: 420 Cassia Street
Redwood City, CA 94063
Phone Number: 650 351 0761 Fax Number: 650-851-0741

II Employees

Does the Contractor have any employees? [checked] Yes ___ No
Does the Contractor provide benefits to spouses of employees? [checked] 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)

- [checked] 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 29 day of AUGUST, 2001 at REDWOOD CITY, CAL.
(City) (State)

[Signature]

Signature

IAN ADAMSON

Name (Please Print)

C.E.O.

Title

51014-0976

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: Mateo Lodge, Inc.

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

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>\$Yes</u>

APPROVE X WAIVE _____ MODIFY _____

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

SEP 4 01

PRODUCER
JTI INSURANCE ASSOCIATES, INC. LIC# OB35131
 18022 COWAN ST. SUITE 203B
 IRVINE CA 92614-6814
 PHONE: 949-863-1777
 FAX: 949-863-1778

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.

Agency Lic#: OB35131

COMPANIES AFFORDING COVERAGE

INSURED
MATEO LODGE
 695 5TH AVENUE
 REDWOOD CITY CA 94063

COMPANY A: **NONPROFITS INSURANCE ALLIANCE OF CALIF.**
 COMPANY B: **SAFETY NATIONAL CASUALTY COMPANY**
 COMPANY C:
 COMPANY D:
 COMPANY E:

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER 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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2001-07590NPO	JUL 1 01	JUL 1 02	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fire) \$ 100,000 MED. EXP (Any One Person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2001-07590NPO	JUL 1 01	JUL 1 02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				ALTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	2001-07590UMB	JUL 1 01	JUL 1 02	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PR8481-2	SEP 1 01	SEP 1 02	WC STATUS: <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
A	OTHER: PROFESSIONAL LIABILITY	200007590NPO	JUL 1 01	JUL 1 02	\$1,000,000/\$1,000,000 AGGREGATE/OCCURENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS _____ PROOF OF INSURANCE _____

CERTIFICATE HOLDER _____ ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION _____

SAN MATEO COUNTY MENTAL HEALTH ADMIN.
 225 WEST 37TH AVENUE
 SAN MATEO, CA 94403

Attention: MARY 650-573-2841

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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
