


COUNTY OF SAN MATEO
Departmental Correspondence

DATE: December 5, 2001
HEARING DATE: 12/18/2001

TO: Honorable Board of Supervisors

FROM: Gale Bataille, Director, Mental Health Services 

SUBJECT: Agreement with the State Department of Mental Health for Mental Health Services for People Affected by AIDS

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with the State Department of Mental Health (DMH) for mental health services for people affected by AIDS.

Background

The State Department of Mental Health first awarded AIDS funding to San Mateo County Mental Health Services in 1987-88. FY 2001-02 will be the 15th year of this funding. Under this grant, San Mateo County Mental Health Services has received \$60,000 annually, in three-year blocks, to provide mental health services to people with AIDS/HIV and others affected by, or at risk of contracting the disease.

Jewish Family and Children's Services/Bay Area Psychological Services was the previous contractor for this AIDS Program, and together with the Mental Health Services Division provided countywide mental health services funded under this grant. At the end of the contract term, this agency decided not to continue to provide AIDS services. A RFP was issued in spring 2001 for these services, two proposals were submitted, and the new contract was awarded to Family and Children's Services. This agency was selected because of their expertise and experience in providing mental health services to people with AIDS/HIV, and their ability to provide these services in Spanish.

Discussion

The following services will be provided: counseling intervention, cultural and ethnic specific services and psychiatric consultation. The grant funding is as follows:

Budget Item	FY 2001-02	FY 2002-03	FY 2003-04
Mental Health Services Division	\$15,955	\$15,955	\$15,955
Family and Children's Services	\$41,000	\$41,000	\$41,000
County Administration Fee	\$ 3,045	\$ 3,045	\$ 3,045
CONTRACT TOTAL	\$60,000	\$60,000	\$60,000

Performance Measures

Service providers are required to report monthly hours of service, modes of service and number of clients served. The grant program is monitored by the San Mateo County Mental Health Services Division and the State Department of Mental Health.

Performance Measures	2000-01 Objectives	2000-01 Actual*	2001-02 Objectives	2002-03 Objectives	2003-04 Objectives
Number of counseling/therapy sessions	943	845	943	943	943
Number of counseling/therapy sessions provided in Spanish	120	125	120	120	120
Number of psychiatric sessions	168	131	168	168	168

*Performance objectives are determined by the state.

Term

The term of this agreement is from July 1, 2001 through June 30, 2004. The agreement has been reviewed and approved by County Counsel. This contract from the State Department of Mental Health was not received until October 2001 and this delayed the submission of the contract to the Board for approval.

Fiscal Impact

The contract maximum is \$180,000 over three years. This program is 100% funded by the Department of Mental Health AIDS grant. The amount of \$60,000 has been included in the approved 2001-02 Mental Health Services' budget. There is no net County cost.

RECOMMENDED


 HEALTH SERVICES DEPARTMENT

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH
THE STATE DEPARTMENT OF MENTAL HEALTH FOR
MENTAL HEALTH SERVICES TO PEOPLE AFFECTED BY AIDS

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; and

WHEREAS, the Mental Health Services submitted a proposal to renew its state grant of \$180,000 for provision of mental health services to people with AIDS and others affected by or at risk of contracting the disease; and

WHEREAS, the State Department of Mental Health has renewed its funding for this Agreement; 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.

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER 01-71041-000

1. This Agreement is entered into between the State Agency and the Contractor named below

<small>STATE AGENCY'S NAME</small>	Department of Mental Health
<small>CONTRACTOR'S NAME</small>	San Mateo County
2. The term of this Agreement is: July 1,2001- June 30,2004
3. The maximum amount of this Agreement is: \$ 180,000.00(\$ 60,000.00 per fiscal year)
Eighteen hundred thousand dollars
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	2	Page(s)	
Exhibit B – Budget Detail and Payment Provision	5	Page(s)	
* Exhibit C – General Terms and Conditions	201GTC		2/20/01
	(Number)	Page(s)	(Dated)
Exhibit E – Additional Provisions	1	Page(s)	

*View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	<small>CALIFORNIA</small> Department of General Services <small>Use Only</small>
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> San Mateo County	
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED</small>
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>	
<small>ADDRESS</small>	
STATE OF CALIFORNIA	
<small>AGENCY NAME</small> Department of Mental Health	
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED</small>
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> LINDA A. POWELL, Deputy Director	
<small>ADDRESS</small> 1600 9 th St, Sacramento, CA 95814	
<input type="checkbox"/> Exempt per _____	

EXHIBIT "A"

SCOPE OF WORK

SCOPE OF WORK/OVERVIEW

The Mental Health AIDS Project for 2001/2004 will include the following services:

- I. Counseling Intervention – Direct, time-limited counseling for persons affected by, and/or recently diagnosed as having HIV/AIDS. Services subcontracted to:

Family and Children's Services

- II. Cultural and Ethnic Specific Services – Group, family and individual services targeting specific ethnic populations. Services subcontracted to:

Family and Children's Services

- I. Psychiatric Consultation, medication services to the San Mateo County AIDS Clinics.

SERVICES, OBJECTIVES & PROJECTED UNITS OF SERVICE

- I. Counseling Intervention

Services Direct, time-limited counseling for persons (and their families) diagnosed with HIV/AIDS. Clients will include individuals with AIDS-related mental health needs. Services provided at various sites throughout San Mateo County.

Objective To provide up to seven hundred and eighty (780) hours of individual ongoing counseling/therapy services, and two hundred and eighty-eight (288) hours of group counseling/therapy services.

- II. Cultural and Ethnic Specific Services

Services Spanish Speaking counseling/therapy for San Mateo County residents.

Objective To provide up to one hundred and twenty (120) hours of monolingual counseling/therapy.

III. Psychiatric Consultation

Services Psychiatric consultation, diagnostic and medication evaluation services to the San Mateo County AIDS clinics.

Objective To provide up to one hundred and sixty-eight (168) hours of psychiatric services.

EXHIBIT B:

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:** For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor, for actual expenditures incurred in accordance with the rates as specified in Item 3, Budget, below.

The invoice(s) shall include the Department of Mental Health agreement number, dates of services performed and costs by major cost categories of salaries, wages, fringe benefits, supplies and expenses, participant support costs, travel, and indirect costs. Invoice(s) shall be submitted on Contractor's letterhead signed by authorized representative, in duplicate, not more frequently than monthly in arrears to:

California Department of Mental Health
Attention: Joseph Kim, AIDS Project Coordinator
1600 9th Street, Room 102
Sacramento, CA 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **BUDGET:** Charges/rates shall be computed in accordance with the following budget on page 2 of Exhibit B. The cost of each major budget category may vary up to 15% within each Fiscal Year (FY) without Department of Mental Health approval so long as the total amount budgeted for that FY is not exceeded.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

BUDGET

July 1, 2001-June 30, 2002

BUDGET ITEM	SALARY	% TIME	FRINGE	TOTAL AMOUNT
Personnel Cost				
Mental Health Sup. Clinician	\$5,057	0.07	\$2,162	
Physician	\$8,736	0.08		
Total Personnel Costs				\$15,955
Sub-Contractor Costs				
Director Program Services	\$5,300	0.25		
Social Worker III	\$9,000	0.15		
Social Worker III	\$9,000	0.15		
Social Worker III	\$9,000	0.15		
Benefits			\$8,700	
Total Sub-Contractor Costs				\$41,000
Operational Costs				
Agency Administration	\$3,045			
Total Operational Costs				\$ 3,045
TOTAL CONTRACT AMOUNT				\$60,000

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

BUDGET

July I, 2002-June 30, 2003

BUDGET ITEM	SALARY	% TIME	FRINGE	TOTAL AMOUNT
Personnel Cost				
Mental Health Sup. Clinician	\$5,057	0.07	\$2,162	
Physician	\$8,736	0.08		
Total Personnel Costs				\$15,955
Sub-Contractor Costs				
Director Program Services	\$5,300	0.25		
Social Worker III	\$9,000	0.15		
Social Worker III	\$9,000	0.15		
Social Worker III	\$9,000	0.15		
Benefits			\$8,700	
Total Sub-Contractor Costs				\$41,000
Operational Costs				
Administration	\$3,045			
Total Operational Costs				\$ 3,045
TOTAL CONTRACT AMOUNT				\$60,000

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

BUDGET

July 1, 2003-June 30, 2004

BUDGET ITEM	SALARY	% TIME	FRINGE	TOTAL AMOUNT
Personnel Cost				
Mental Health Sup. Clinician	\$5,057	0.07	\$2,162	
Physician	\$8,736	0.08		
Total Personnel Costs				\$15,955
Sub-Contractor Costs				
Director Program Services	\$5,300	0.25		
Social Worker III	\$9,000	0.15		
Social Worker III	\$9,000	0.15		
Social Worker III	\$9,000	0.15		
Benefits			\$8,700	
Total Sub-Contractor Costs				\$41,000
Operational Costs				
Administration	\$3,045			
Total Operational Costs				\$ 3,045
TOTAL CONTRACT AMOUNT				\$60,000

GTC201

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the

product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in document the CCC201 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the

time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ORGANIZING For all contracts, except fixed-price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

BUDGET SUMMARY

July I, 2001-June 30, 2004

BUDGET ITEM	YEAR I	YEAR II	YEAR III
Personnel Cost			
Mental Health Sup. Clinician	\$7,219	\$7,219	\$7,219
Physician	\$8,736	\$8,736	\$8,736
Total Personnel Costs	\$15,955	\$15,955	\$15,955
Sub-Contractor Costs			
Director Program Services	\$5,300	\$5,300	\$5,300
Social Worker III	\$9,000	\$9,000	\$9,000
Social Worker III	\$9,000	\$9,000	\$9,000
Social Worker III	\$9,000	\$9,000	\$9,000
Benefits	\$8,700	\$8,700	\$8,700
Total Sub-Contractor Costs	\$41,000	\$41,000	\$41,000
Operational Costs			
Administration	\$ 3,045	\$ 3,045	\$ 3,045
Total Operational Costs	\$ 3,045	\$ 3,045	\$ 3,045
TOTAL CONTRACT AMOUNT	\$60,000	\$60,000	\$60,000
GRAND TOTAL (3 YEARS)			\$180,000

EXHIBIT E

Additional Provisions

1. Program Evaluation

The contractor will prepare and submit an annual program report to the State Department of Mental Health by June 30, 2002, June 30, 2003, and June 30, 2004. The format and content of the annual report will be as required by DMH. DMH reserves the right to modify these requirements during the term of the agreement.

2. Change Line Item

The contractor may request changes in any individual line item (i.e., personnel, consultants, etc.). In the budget, however, any change above 15% is subject to the approval of the DMH AIDS Project Coordinator. The contractor must submit a written explanation of the need for such revision. The approval by the State of this request must be in writing. The state reserves the right to deny any such request for revision of any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the total contract amount. A contract amendment shall be required when funds are added or reduced from the original contract amount.