

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Public Health Division AIDS Program; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide an HIV Housing Assistance Program and a client Wrap Around Fund as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed NINE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED EIGHT DOLLARS (\$965,808) 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 Attachments IV and V.

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  
AIDS Program  
225 37th Avenue  
San Mateo, CA 94403

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

2) In the case of Contractor, to:

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

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

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from March 1, 2002 through June 30, 2003. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

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

COUNTY OF SAN MATEO

MENTAL HEALTH ASSOCIATION OF  
SAN MATEO COUNTY

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, San Mateo County

By: Evelyn Stanton  
EXECUTIVE DIRECTOR

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

Date: April 15, 2002

ATTEST:

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

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



## SCHEDULE A

### MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY MARCH 1, 2002 – JUNE 30, 2003

#### I. SERVICES

##### A. Contractor shall provide the following:

##### 1. HIV Housing Assistance Program

- a. HIV Housing Assistance Program staff shall be provided with training that increases their sensitivity and awareness of cultural issues.
- b. Housing assistance shall be provided to at least two hundred thirty (230) unduplicated clients.
- c. Housing assistance shall include the following:
  - 1) rental assistance;
  - 2) emergency housing;
  - 3) mortgage payments (only with Housing Opportunities for People with AIDS (HOPWA) funds);
  - 4) utility payments;
  - 5) minor home repair;
  - 6) assistance in purchasing furniture and equipment; and
  - 7) assistance in paying for services related to obtaining/maintaining housing.

##### 2. Wrap Around Services Fund

- a. Contractor shall manage the fiscal distribution of a Wrap Around Fund to provide emergency assistance to Contractor's clients, such as car repairs, utility bills, etc.
- b. Emergency assistance shall be provided to at least one hundred twenty (120) unduplicated clients.

## II. REPORTING REQUIREMENTS

Contractor shall provide the following reports and activities:

### A. HIV Housing Assistance Program

1. Monthly Financial Reports specifying costs by funding source, budget category, and with the cost(s) per unit(s) of service(s) shall be due the fifteenth (15<sup>th</sup>) day following the end of the reporting month. (Project Budget attached as Attachment II.) Units of Service (UOS) will be determined by cost. Each TEN DOLLARS (\$10) of expenditure on direct client assistance, or fraction thereof, shall constitute one (1) UOS. There shall be separate financial reports for the HIV Housing Program and the Wrap Around Fund.
2. Quarterly Program Narrative and Demographic Reports (by funding source), detailing program activities and specifying provision and utilization of services by type and volume, shall be due by the fifteenth (15<sup>th</sup>) day following the end of the reporting quarter.

Quarterly periods included in this Agreement are March 1, 2002 through May 31, 2002; June 1, 2002 through August 31, 2002; September 1, 2002 through November 30, 2002; December 1, 2002 through February 28, 2003; and March 1, 2003 through June 30, 2003. (Note: Last report is for four (4) months.)

3. Final Program Narrative and Demographic Reports (by funding source) shall be due July 15, 2003. These reports shall specify the utilization of services by type and volume, identify unmet needs and service gaps, and provide a project self-evaluation.
4. HOPWA Annual Progress Reports shall be due on the dates announced by the San Francisco Redevelopment Agency.
5. Ryan White Comprehensive AIDS Resources Emergency (CARE) Act Standard Annual Administrative Reports shall be due on January 15, 2003.
6. Year-end Financial Reports shall be due by July 31, 2003.
7. Contractor shall annually have its financial records audited by a Certified Public Accountant and a copy of said audit report shall be submitted to County within one hundred eighty (180) days of the end of Contractor's fiscal year. Should Contractor expend a combined total of all federal awards that exceeds THREE HUNDRED THOUSAND DOLLARS

(\$300,000) during Contractor's fiscal year, this audit must also meet the requirements of the Federal Single Audit Act and the Federal Office of Management Budget (OMB) Circular A-133.

**B. Wrap Around Fund**

1. Monthly Financial Reports specifying costs by funding source, budget category, and with the cost(s) per unit(s) of service(s) shall be due the fifteenth (15<sup>th</sup>) day following the end of the reporting month. (Project Budget attached as Attachment II.) Units of Service (UOS) will be determined by cost. Each TEN DOLLARS (\$10) of expenditure on direct client assistance, or fraction thereof, shall constitute one (1) UOS. There shall be separate financial reports for the HIV Housing Program and the Wrap Around Fund.
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### III. GOALS AND OBJECTIVES

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

These outcome objectives shall be assessed and tabulated during the twelfth (12<sup>th</sup>) month of the contract year (February 2003). The results shall be submitted to the AIDS Program by March 15, 2003.

### IV. GENERAL

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

- F. Any public information (e.g., brochures, flyers, etc.) about projects funded by the San Mateo County AIDS Program must state somewhere on the item "This project is funded by the San Mateo County AIDS Program" or "This project is partially funded by the San Mateo County AIDS Program" as appropriate.
- G. Compliance with the annual AIDS Program site visit shall be required.
- H. Contractor shall agree to maintain, preserve (until three (3) years after termination of this Agreement with the State of California (via San Mateo County)), and permit the state, county, or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and examine and audit any pertinent books, documents, papers, and records of Contractor related to this Agreement.
- I. Contractor shall understand that funding for any and all aspects of this project is dependent on adequate appropriation of funding for the Ryan White CARE Act and the HOPWA Act.

## SCHEDULE B

### MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY MARCH 1, 2002 – JUNE 30, 2003

#### I. PAYMENTS

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

- A. Contractor shall submit an invoice for an advance payment of FIFTY-FIVE THOUSAND TWO HUNDRED SEVENTY-NINE DOLLARS (\$55,279) on the first (1<sup>st</sup>) day of each month of this Agreement for the HIV Housing Assistance Program. The actual expenditures must be in line with the approved budget. See Attachments II and III.
- B. Contractor shall manage the fiscal distribution of a Wrap Around Fund under a separate account. Contractor shall receive a maximum amount of EIGHTY-ONE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$81,333) for Wrap Around Fund expenditures and administrative costs, totaling no more than nine percent (9%) of total direct costs. Contractor shall receive THIRTY-ONE THOUSAND DOLLARS (\$31,000) in advance, THIRTY THOUSAND DOLLARS (\$30,000) in August 2002, and the remaining TWENTY THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$20,333) in March 2003, so that Contractor can meet the demands of clients in an expeditious manner. See Attachments II and III.
- C. Contractor shall submit a financial statement for expenses incurred the previous month by the fifteenth (15<sup>th</sup>) day following the end of the previous month for both the Housing Program and Wrap-Around Fund.
- D. The AIDS Program Director or his designee shall review and approve all invoices prior to processing for payment. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.
- E. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by the County, the State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

## SCHEDULE C

Contract between County of San Mateo and Mental Health Association of San Mateo County, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

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

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

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

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

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

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

Arlene Aquino

Name of 504 Person - Type or Print

Mental Health Association of San Mateo County

Name of Contractor(s) - Type or Print

2686 Spring Street

Street Address or PO Box

Redwood City

City

CA

State

94063

Zip Code

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

April 15, 2002

Date

Evelyn Stanton, Executive Director

Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

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



ATTACHMENT II  
**MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY**  
**HOPWA and Ryan White**  
**Budget for 3/01/02-6/30/03**

	A	B	C	D	E	F	G	H
1	HOPWA BUDGET			Total HOPWA	Ryan White Budget		Total Ryan White	Total HOPWA and Ryan White
2		3/01/02-6/30/02	7/01/02-6/30/03		3/01/02-2/28/03	3/01/03-6/30/03		3/01/02-6/30/03
3	<b>Personnel</b>							
4	Personnel & Benefits	\$67,209	\$226,874	\$294,083				\$294,083
5								
6	<b>Operating Expenses</b>							
7	Rental of Property	\$2,000	\$6,000	\$8,000				\$8,000
8	Utilities	\$1,200	\$3,600	\$4,800				\$4,800
9	Bldg. Maintenance & Repair	\$2,000	\$6,500	\$8,500				\$8,500
10	Office Supplies/Postage	\$800	\$2,400	\$3,200				\$3,200
11	Printing & Reproduction	\$200	\$700	\$900				\$900
12	Program/Educational Supplies	\$200	\$500	\$700				\$700
13	Insurance	\$500	\$1,500	\$2,000				\$2,000
14	Staff Training	\$400	\$1,200	\$1,600				\$1,600
15	Rental of Equipment	\$2,000	\$4,800	\$6,800				\$6,800
16	Staff Travel	\$400	\$1,200	\$1,600				\$1,600
17	Consultants/Subcontractor	\$250	\$750	\$1,000				\$1,000
18	<b>Sub-Total</b>	\$77,159	\$256,024	\$333,183				\$333,183
19								
20	<b>Direct Housing Assistance</b>	\$94,938	\$296,312	\$391,250	\$76,636	\$25,545	\$102,181	\$493,431
21	<b>Sub-Total</b>	\$172,097	\$552,336	\$724,433	\$76,636	\$25,545	\$102,181	\$826,614
22								
23	<b>Administrative Overhead</b>	\$12,047	\$38,663	\$50,710	\$5,364	\$1,788	\$7,152	\$57,862
24								
25	<b>TOTAL</b>	\$184,144	\$590,999	\$775,143	\$82,000	\$27,333	\$109,333	\$884,476

ATTACHMENT III

**MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY**  
**Wrap Around**  
**Proposed Budget for 3/01/02-6/30/03**

	A	B	C	D
1		3/01/02-2/28/03	3/01/03-6/30/03	Total Wrap Around
2				
3	Direct Assistance	\$55,963	\$18,654	\$74,617
4				
5	Administrative Overhead	\$5,037	\$1,679	\$6,716
6				
7	TOTAL	\$61,000	\$20,333	\$81,333

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Mental Health Association of San Mateo County
Contact Person: Evelyn Stanton
Address: 2686 Spring Street, Redwood City, CA 94063
Phone Number: (650) 368-9989 Fax Number: (650) 368-9017

II Employees

Does the Contractor have any employees? X Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? \_\_\_ Yes X 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...
Yes, the Contractor complies by offering a cash equivalent payment...
No, the Contractor does not comply.
The Contractor is under a collective bargaining agreement...

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 15th day of April, 2002 at Redwood City, CA (City) (State)

Evelyn Stanton Signature

Evelyn Stanton Name (Please Print)

EXECUTIVE DIRECTOR Title

94-6034112 Contractor Tax Identification Number

## CERTIFICATE HOLDER COPY

**STATE**  
COMPENSATION  
INSURANCE

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**FUND CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

APRIL 2, 2002

GROUP:  
POLICY NUMBER: 1642195-2001  
CERTIFICATE ID: 5  
CERTIFICATE EXPIRES: 07-01-2002  
07-01-2001/07-01-2002

SAN MATEO COUNTY AIDS PROGRAM  
CHRISTINA GIPE  
225 W. 37TH AVE.  
SAN MATEO CA 94403

This is to certify that we have issued a valid Worker's Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

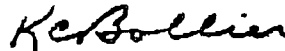
This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance 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.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2001 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

MENTAL HEALTH ASSOCIATION OF SAN MATEO C  
2686 SPRING ST  
REDWOOD CITY CA 94063

SCIF 10265

[EPF-UI: CG]

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/28/2000

**PRODUCER** (650)369-2921 FAX (650)369-2929  
**Boring-Johndrow-Leveroni-Vreeburg, Inc.**  
**Insurance Services**  
 845 Marshall St  
 Redwood City, CA 94063

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

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

**INSURERS AFFORDING COVERAGE**

INSURER A: Great American Ins.  
 INSURER B: Executive Risk  
 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. NO PART STANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	PAC2254572	07/01/2001	07/01/2002	EACH OCCURRENCE	\$ 1,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY	\$ 1,000
					GENERAL AGGREGATE	\$ 2,000
					PRODUCTS - COMP/OP AGG	\$ 2,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG	\$
	GARAGE LIABILITY					\$
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	\$
	EXCESS LIABILITY				AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WILL BE ISSUED SEPERATELY IF APPLICABLE			WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
B	OTHER Professional Liability	8165-9038	07/01/2001	07/01/2002	\$1,000,000 Occurrence	\$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Additional insured: San Mateo County  
 Re: 1997-1998 Contract with San Mateo County AIDS Program

**CERTIFICATE HOLDER**

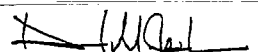
**ADDITIONAL INSURED; INSURER LETTER**

**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE  
 Daniel Johndrow/JIM



COUNTY OF SAN MATEO COUNTY  
MEMORANDUM

DATE: April 3, 2002

TO: Priscilla Morse, Risk Manager

FROM: Christina Gipe FAX: 573-2875 PONY: PBH 328

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Mental Health Association of San Mateo County

DO THEY TRAVEL: No

PERCENT OF TIME: 0%

NUMBER OF EMPLOYEES: 17

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

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	<u>statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

  
SIGNATURE

SUBMIT TO RISK MANAGEMENT

PONY EPS-163

-OR-

FAX 363-4864