

AGREEMENT WITH MENTAL HEALTH ASSOCIATION  
FOR EMERGENCY HOUSING SERVICES; REHABILITATION;  
AND SOCIAL SERVICES, OUTREACH AND SUPPORT SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002,  
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, Mental Health Services Division; and

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide emergency and short-term housing, rehabilitation services, outreach and support services, and a socialization program, and fiscal administration services 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 EIGHT HUNDRED NINETY-THREE THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$893,388) 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 contract 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:

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 July 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

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

By: *Erelyn Stanton*  
Mental Health Association

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

Date: *July 26, 2002*

ATTEST:

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

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



## SCHEDULE A

### MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY: 2002-03

#### I. INTRODUCTION AND DEFINITION OF TERMS - MENTAL HEALTH

Rehabilitative Mental Health Services focus on individual needs, strengths, and choices; the individual is always involved in service planning and implementation. The goal of rehabilitation is to help individuals take charge of their own lives through informed decision-making. Services are based on the individual'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 individual 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 individual meet his/her needs, choices, responsibilities and desires. Programs are designed to use both licensed and non-licensed personnel who are experienced in providing mental health services. Consumers and family members of consumers are valued as volunteer or paid staff.

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

#### II. SERVICES

##### A. Mental Health Services Division

Contractor shall provide emergency housing and support services, rehabilitation services, and administrative services including fiscal intermediary for Adult Wrap-Around Fund. 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. The term of this Agreement for mental health services shall be from July 1, 2002, through June 30, 2003. Contractor shall provide the following services:

1. Emergency Housing and Support Services

Contractor shall provide a fifteen (15) bed, twenty-four (24) hour facility for emergency and short-term housing for mentally ill clients who require immediate shelter but who do not require care and supervision as defined by Section 80001 (a) (10) of Title 22 of Community Care Licensing Regulations. In addition to providing emergency housing, Contractor shall collaborate with other public and private services and resources to assist these clients in finding permanent housing and securing other basic needs. Clients shall be assisted in securing medical and psychiatric services as needed.

- a. Emergency Housing and Support Services staff shall accept referrals between 8 a.m. and 10 p.m., seven (7) days per week.
- b. Contractor shall admit only those clients who meet the following criteria:
  - 1) have a primary mental health problem; clients whose predominant problem is alcohol or substance abuse are not eligible;
  - 2) be at least eighteen (18) years of age or an emancipated minor;
  - 3) have no other identified resource for housing; and/or
  - 4) not be considered assaultive or suicidal, or present serious medical health problems.
- c. Among clients eligible for emergency shelter, i.e., who meet all the criteria in Section 1.b. above, Contractor shall give priority for beds on a space-available basis in the following order:
  - 1) Clients who are confined at San Mateo County General Hospital Inpatient Psychiatric Unit or at Psychiatric Emergency Services (PES) who need a residence in order to be released from the hospital.
  - 2) Clients who, because they are identified by city police departments and the County Sheriff's Department as "nuisance" cases, might otherwise be taken inappropriately to one of the County emergency psychiatric facilities because of community or family complaints.

- 3) Clients who have not yet been deemed eligible for Supplemental Security Income or General Assistance benefits due to lack of residence.
  - 4) Clients who, for whatever reason, are living on the street, in parks, and generally are without a residence of any sort, and are referred by community agencies, including churches.
  - 5) County Mental Health Adult Resource Management reserves the right to prioritize any client for emergency shelter services.
- c. At least two (2) staff persons shall be on duty at all times, twenty-four (24) hours per day. County Mental Health Services Division staff shall provide consultation to contract staff as deemed appropriate by the Mental Health Services Director or her designee.
  - d. The emergency shelter shall provide separate dormitory sections with showers and toilets for men and women. The facility shall also include a kitchen and office space. Accessibility shall be provided to the handicapped, and a sprinkler system shall be included throughout shelter.
  - e. Contractor shall provide five thousand one hundred ten (5,110) days of care to one hundred forty-five (145) 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.

## 2. Rehabilitation Services

Contractor shall provide seriously mentally ill adults with community-based rehabilitative mental health services. Rehabilitative 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 successful community placement.

- a. 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.

- b. Contractor shall provide two hundred ten thousand (210,000) minutes of care to one hundred thirty (130) unduplicated adult clients.
- c. Referrals for rehabilitation services will be coordinated with County Mental Health Services Division Adult Resource Management and/or Adult Supervising Mental Health Clinician as designated by Adult Resource Management.
- d. Contractor shall operate the East Palo Alto Friendship Center, a recovery-based social activity program for seriously mentally ill adults.
- e. Contractor shall operate a "Community Friends Program" for young adults.

3. Wrap-Around Services Fund Administration

Contractor shall manage the fiscal distribution of the Wrap-Around Fund of the Adult Services System of Care, including the Options Program Wrap-Around Funds. The Wrap-Around Fund shall be managed by Contractor under a separate account. Upon receiving Mental Health Services Division authorized requests for the Wrap-Around Funded goods and services, Contractor shall appropriate the amount requested to specified vendor or to reimburse a provider.

Administrative costs include the following activities:

- a. processing checks (postal costs included);
- b. administrative time in receiving authorized funds, returning documentation of completed transactions and sending fiscal expenditure reports to Mental Health Services Division Administration; and
- c. bonding insurance coverage costs (liability coverage separate from typical malpractice requirements).

Specific administrative activities shall include:

- a. receiving and processing Wrap-Around Funds authorization forms;
- b. issuance of checks to specified vendors and providers (for reimbursement purposes);

- c. maintaining proper documentation of checks distributed and transactions completed (e.g., receipts received); and
- d. providing monthly fiscal reports of Wrap-Around Fund expenditures.
- e. providing a six (6) month and final year report showing fund distribution for the General Wraparound, Housing Assistance and Options Program funds.

4. Shelter Plus Care Project Coordination

Contractor shall provide the following services for the Shelter Plus Care Project:

- a. Act as information and coordination hub for Shelter Plus Care Project.
- b. Staff Shelter Plus Care Screening Committee.
- c. Attend regional and relevant ad hoc Shelter Plus Care Committee meetings and disseminate information to Shelter Plus Care County representative and contract agencies.
- d. Maintain current Program Information System.
- e. Maintain computer and reporting system with contract agencies that track all data and information necessary for the completion of the HUD annual progress report, including the program's measurable objectives.
- f. In conjunction with the Housing Authority, complete and submit to HUD the 2002 Annual Progress Report.

5. Case management services for seriously mentally ill adults housed with Mid-Peninsula Housing Corporation

Contractor shall provide case management services for up to twenty-five (25) seriously mentally ill adults who are living at the St. Matthew's Hotel and other Mid-Peninsula Housing sites.

Services include the full range of case management and rehabilitation services as described in Section 2.a of this Schedule.

County Mental Health Services Division will provide access to the full range of Health Services Agency services to those clients approved for this project. These services include: conservatorship services, representative payee services, vocational services, medication management and primary health care, psychiatric acute and sub-acute services.

### III. RECORDS AND ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall maintain medical and /or clinical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday; or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

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

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

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

### IV. GOALS AND OBJECTIVES

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

- A. Agency and Rehabilitation Services

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: Overall satisfaction of clients as measured by the client satisfaction survey shall be at least eighty-five percent (85%).

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 level of functioning as measured by a standardized outcome instrument designated by the state.

B. Emergency Housing and Support Services

Goal 1: Contractor shall increase the independence of clients by assisting them in obtaining any and all necessary support services (e.g., financial assistance, housing, medical/psychiatric services, etc.) to facilitate a higher level of self-sufficiency.

Objective 1: A minimum of fifty percent (50%) of clients shall obtain stable (permanent or transitional) housing upon discharge.

Objective 2: At least seventy-five percent (75%) of all clients shall receive a minimum of two (2) rehabilitation services (exclusive of medication services) during their stay in the program.

Objective 3: One hundred percent (100%) of all clients who remain in the shelter beyond three (3) days shall have a written plan of action.

beginning of the fiscal year, Contractor may request an advance of 30% of the maximum expenditure amount. Contractor is entitled to NINE THOUSAND DOLLARS (\$9,000) for administrative costs for managing the Wrap-Around Fund. At the end of the fiscal year any unexpended funds remaining with contractor shall be returned to County.

2. Contractor shall receive a maximum amount of ELEVEN THOUSAND DOLLARS (\$11,000) for the Options Program expenditures and administrative costs. At the beginning of the fiscal year, Contractor may request an advance of FIVE THOUSAND DOLLARS (\$5,000) of the maximum expenditure amount. Contractor is entitled to ONE THOUSAND DOLLARS (\$1,000) for administrative costs for managing the Options Fund. At the end of the fiscal year any unexpended funds remaining with the contractor shall be returned to County.
- C. The Director of Health Services or her designee, may execute minor amendments and adjustments, such as cost of living increases, up to an aggregate of \$25,000 for the term of the agreement.
- D. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the current month. All claims shall clearly reflect the program and month for which claim is made.
- E. 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.
- F. In the event this Agreement is terminated prior to June 30, 2003, 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.
- G. 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.
- H. 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



SCHEDULE B

MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY: 2002-03

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. Maximum Obligation

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 2 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 for the period July 1, 2002, through June 30, 2003:

Rehabilitation Services	\$630,099
Emergency Short Term Services at Spring Street Shelter	123,570
Shelter Plus Care Coordination Project	57,389
Wrap-Around Fund Administration	<u>82,330</u>
TOTAL CONTRACT OBLIGATION	\$893,388

1. 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.

B. Wrap Around Services Fund

Contractor shall receive a maximum of EIGHTY TWO THOUSAND THREE HUNDRED THIRTY DOLLARS (\$82,330) For the Wrap-Around Fund expenditures and administrative costs.

1. Contractor shall receive a maximum amount of SEVENTY-ONE THOUSAND THREE HUNDRED THIRTY DOLLARS (\$71,330) for general Wrap-Around Fund expenditures and administrative costs. At the

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.

- I. 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.
- J. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year.
- K. It is projected that Contractor will generate the following levels of federal share Medi-Cal reimbursement:

1. Rehabilitation Services	\$259,097
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- L. In any event, the total payment for services of Contractor under all sections of this Agreement shall not exceed EIGHT HUNDRED NINETY-THREE THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$893,388).
- M. The Directors discretion provided for in Paragraph C is not included in this total payment for services.

## 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.

July 26, 2002  
Date

Erly 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."

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, California 94063
Phone Number: 650-368-3345 x137 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, 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 26th day of July, 2002, at Redwood City, CA (City) (State)

Evelyn Stanton Signature

Evelyn Stanton Name (Please Print)

Executive Director Title

94-603412 Contractor Tax Identification Number

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health  
 SUBJECT: Mental Health Association of SM Co.  
 FILE NAME: SVSMCHSAIC/HEALTH CONTRACTS/  
 CONTENT SERVICES NUMBER: \_\_\_\_\_  
 PROGRAM MANAGER: Crisis Coppola  
 CONTRACT ADMINISTRATOR: Caryl Fairfull

1. Review by Division Director  
 Comments: \_\_\_\_\_  
To CC for review 7/12/02 - OK 7/15/02  
 Initials-Date \_\_\_\_\_
2. Review by Division Fiscal Officer  
 Comments: To JEW 7/12/02  
 Initials-Date 7/15/02
3. Review by Risk Management  
 Comments: \_\_\_\_\_  
 Initials-Date \_\_\_\_\_
4. Review by County Counsel  
 Comments: To PF 7/19/02  
 Initials-Date 7/19/02
4. Copies of agreement and resolution made by division  
 Initials-Date \_\_\_\_\_
5. Review by Health Services Administration Analyst  
 Comments: \_\_\_\_\_  
 Initials-Date \_\_\_\_\_
6. Review by Health Services Administration Deputy Director  
 Comments: \_\_\_\_\_  
 Initials-Date \_\_\_\_\_
7. ATR Approval by Finance Director  
 Initials-Date \_\_\_\_\_
8. Review and Signature by Margaret Taylor  
 Comments: \_\_\_\_\_  
 Initials-Date \_\_\_\_\_

Date Received by Health Services Administration: \_\_\_\_\_

Date sent to County Manager: \_\_\_\_\_

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health  
 SUBJECT: Mental Health Association of SM Co.  
 FILE NAME: SVSMCHSATC/HEALTH CONTRACTS/  
 CONTENT SERVICES NUMBER: \_\_\_\_\_  
 PROGRAM MANAGER: Chris Cogoda  
 CONTRACT ADMINISTRATOR: Caryn Trifull

1. Review by Division Director  
 Comments: To LF 7/24/02 <sup>4</sup> not  
To JK 7/18/02 or 7/23  
To CC for review 7/12/02 OK 7/15/02

\_\_\_\_\_  
Initials-Date

2. Review by Division Fiscal Officer  
 Comments: To JW 7/12/02

7/15/02  
\_\_\_\_\_  
Initials-Date

3. Review by Risk Management  
 Comments:

Phm 7/29/02  
\_\_\_\_\_  
Initials-Date

4. Review by County Counsel  
 Comments: To PF 7/18/02

7/19/02  
\_\_\_\_\_  
Initials-Date

4. Copies of agreement and resolution made by division

\_\_\_\_\_  
Initials-Date

5. Review by Health Services Administration Analyst  
 Comments:

\_\_\_\_\_  
Initials-Date

6. Review by Health Services Administration Deputy Director  
 Comments:

\_\_\_\_\_  
Initials-Date

7. ATR Approval by Finance Director

\_\_\_\_\_  
Initials-Date

8. Review and Signature by Margaret Taylor  
 Comments:

\_\_\_\_\_  
Initials-Date

Date Received by Health Services Administration: \_\_\_\_\_

Date sent to County Manager: \_\_\_\_\_





# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/02/2002

PROD: & (650)369-2921 FAX (650)369-2929  
**Boring-Johndrow-Leveroni-Vreeburg, Inc.**  
 Insurance Services  
 845 Marshall St  
 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

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

INSURER A: **Great American Ins.**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PAC2254572	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP-653-62-23	07/01/2002	07/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
A	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	EXC653-62-62	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$
					\$ 1,000,000
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

All Operations. The certificate holder is named as additional insured with respect to the general liability.

### CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

San Mateo County  
 Mental Health  
 225 W. 37th Avenue  
 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/KATHY 

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 07-01-02

POLICY NUMBER: 1642195 - 02  
CERTIFICATE EXPIRES: 07-01-03

SAN MATEO COUNTY MENTAL HEALTH SERVICES  
ATTN: MARY VOZIKES  
225 W 37TH AVE  
SAN MATEO CA 94403

This is to certify that we have issued a valid Workers' 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.

*Kenneth C. Bollier*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07/01/02 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LEGAL NAME

MENTAL HEALTH ASSCTN OF SN MT CNTY  
2686 SPRING ST  
REDWOOD CITY CA 94063

MENTAL HEALTH ASSOCIATION OF SAN MATEO  
(A NON-PROFIT ORGANIZATION)

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