

AGREEMENT WITH PRINS, WILLIAMS AND ASSOCIATES, LLC
FOR PROVISION OF RESEARCH AND EVALUATION SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2002,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Prins,
Williams and Associates, LLC, 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 research and evaluation 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 ONE HUNDRED TWO THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS (\$102,728) 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\$ 0
- 3) Professional Liability\$ 1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Intellectual Property

A. In the event of termination of this agreement all finished and unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and

shall be promptly delivered to County. Upon termination, contractor may make and retain a copy of such materials.

B. Specifically excluded from the aforesaid materials are any and all computer programming code and/or TELEform® form definition files created by Contractor outside of this agreement and for which Contractor has not been monetarily compensated by County. These in whole or in part shall remain the property of Contractor.

10. 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.

11. 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.

12. Notices

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:

Prins, Williams and Associates, LLC
1746 Jonathan Avenue
San Jose, CA 95125

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.

13. Venue

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively in the united States District Court, Northern District of California, San Francisco, California.

14. 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.


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

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

COUNTY OF SAN MATEO

PRINS, WILLIAMS AND ASSOCIATES,
LLC

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

By: 
David Williams, Ph.D.
MEMBER/MANAGER

Date: _____

Date: 8/21/02

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

PRINS, WILLIAMS AND ASSOCIATES, LLC: 2002-2003

SERVICES

In addition to the services required by license, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

A. Mental Health Services

Contractor shall provide an average of 35 hours per week (.875 FTE) of research and evaluation services for County's Mental Health Services Division. These services will focus on outcomes and evaluation for the adult system of care, the research required for the Mentally Ill Offender Crime Reduction (MIOCR) grant and data analysis for the division. Specific duties will include, but not be limited to:

Research and Data Analysis Activities

1. Consult in the development of evaluation/research designs for ongoing projects (e.g. Mentally Ill Offenders Crime Reduction (MIOCR), Adult Performance Outcomes) and future research projects.
2. Coordinate all research and evaluation for the MIOCR grant and adult outcomes.
3. Coordinate work of research assistant(s).
4. Consult in the development of data collection procedures for ongoing and future projects
5. Conduct appropriate statistical analyses of research/outcome and other data collected (e.g., analyses of service patterns, risk adjustment, prediction of service utilization, reliable change index)
6. Prepare reports and manuscripts for presentation or publication as appropriate
7. Review research protocols submitted to the Mental Health Human Subjects Review Committee
8. Liaison with other counties and the state in collaborative research efforts

Data Systems Development/Maintenance

1. Data management consultation/development
2. Access® consultation/development
3. TELEform® consultation/development

4. Visual BASIC® consultation/development
5. Development /maintenance of Management Information System database replication
6. Development /maintenance of Adult Outcomes database (labels, compliance, validity checks)
7. Development /maintenance of MIOCR database
8. Development of “canned” periodic reports
9. Development of ad hoc reports
10. Development of data reports meeting county, state or grantor reporting requirements (Department of Mental Health, Board of Corrections)
11. Coordinate efforts of Research Assistants in collecting, maintaining, and managing MIS, Adult Outcomes, MIOCR and other databases

Mental Health Evaluation Services

1. Review mental health measures and systems
2. Evaluate the psychometric properties of mental health instruments and indicators
3. Represent San Mateo County’s research efforts and interests at local, state and national levels
4. Provide training on the administration and use of selected measures
5. Assist in Mental Health grant research and proposal preparation as assigned

SCHEDULE B

PRINS, WILLIAMS AND ASSOCIATES, LLC: 2002-2003

PAYMENTS

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. Mental Health Services

1. County shall pay Contractor EIGHT THOUSAND FOUR HUNDRED THIRTY-FIVE DOLLARS AND SIXTY-SEVEN CENTS (\$8,435.67) per month for services rendered, for a maximum amount of ONE HUNDRED ONE THOUSAND TWO HUNDRED TWENTY-EIGHT DOLLARS (\$101,228).
2. In addition to such payments for service, Contractor shall be reimbursed no more than ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) for travel expenses to mandated meetings and conferences for the Mentally Ill Offender Crime Reduction (MIOCR) grant.
3. Total payment to Contractor shall not exceed ONE HUNDRED TWO THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS (\$102,728) for the contract term.
3. Contractor shall submit an invoice including the number of hours worked for the previous month. Payment shall be made no later than the tenth (10th) calendar day following receipt of a statement of services provided to County by Contractor
4. Each payment shall be conditioned on the performance of the services described in Schedule A above to the full satisfaction of the Director of Health Services or her representative. County shall have the right to withhold payment if county determines that the quantity or quality of the work performed is unacceptable.
5. Contractor is expected to be responsible for all other expenses incurred during the performance of services rendered under this Agreement.

SCHEDULE C

Contract between County of San Mateo and Prins, Williams and Associates, LLC, 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.

DAVID M. WILLIAMS

Name of 504 Person - Type or Print

Prins, Williams and Associates, LLC

Name of Contractor(s) - Type or Print

1746 Jonathan Avenue

Street Address or PO Box

San Jose

City

CA

State

95125

Zip Code

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

8/21/02

Date

David M. Williams, Ph.D.

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: Prins, Williams, and Associates, LLC
Contact Person: David Williams, PhD
Address: 1746 Jonathan Avenue
San Jose, CA 95125
Phone Number: 408-975-9550 Fax Number: 408-975-9510

II Employees

Does the Contractor have any employees? Yes X No
Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- 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 July 1, 2002 and expires on June 30, 2003.

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 21 day of AUGUST, 2002, at SAN MATEO, CA.
(City) (State)

Signature: David M. Williams
Title: MEMBER/MANAGER

Name (Please Print): DAVID M. WILLIAMS
Contractor Tax Identification Number: 77-0515404



EVANSTON INSURANCE COMPANY

Policy No. SM-813340
 Prev. No. NEW
 Prod. No. 20270

DECLARATIONS - Specified Medical Professional and Specified General Liability

Claims Made Policy: This policy is limited to liability for only those CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. Please review the policy carefully.

THIS POLICY CONTAINS PROVISIONS THAT REDUCE THE LIMITS OF LIABILITY STATED IN THE POLICY BY THE COSTS OF LEGAL DEFENSE AND PERMIT LEGAL DEFENSE COSTS TO BE APPLIED AGAINST THE DEDUCTIBLE.

1. **NAMED INSURED:** PRINS, WILLIAMS AND ASSOCIATES, LLC
a Limited Liability Company
2. **ADDRESS:** 1314 LINCOLN AVE., SUITE 2C
SAN JOSE, CA 95125
3. **PROFESSIONAL SERVICES OF THE INSURED:**
Consultant for Health Research and Health Data issues for the Mental Health Industry.
4. **SPECIFIED OPERATIONS, GOODS OR PRODUCTS OF THE INSURED:**
Consultant for Health Research and Health Data issues for the Mental Health Industry.
5. **POLICY PERIOD:** From March 1, 2002 to March 1, 2003
12:01 A.M. Standard Time at address of Insured stated above.
6. **RETROACTIVE DATE:** March 1, 2002
7. **LIMITS OF LIABILITY:**

Coverage 1: Each Claim, including claim expenses:	\$ 1,000,000
Coverage 2: Each Occurrence, including claim expenses:	\$ 1,000,000
Coverage 1 and Coverage 2 Combined: Policy Aggregate, including claim expenses:	\$ 1,000,000
8. **DEDUCTIBLE:**

Coverage 1:	
Each Claim, Including claim expenses:	\$ 2,500
Coverage 2:	
Each Occurrence, including claim expenses:	\$ 2,500
9. **RATE:** Flat

10. The Insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1 hereinabove, except as follows: None

11. **PREMIUM:**

Minimum and Deposit:	\$	5,750.00
3% CA Surplus Lines Tax		172.50
.25% CA Stamping Fee		14.38

12. **OPTIONAL EXTENSION PERIOD:**

If the Named Insured meets the eligibility requirements of THE COVERAGE 5, and exercises the option, the premium for the Extension Discovery Period for a 12 calendar month period is 125% of the full annual premium hereunder.

13. **ENDORSEMENTS ATTACHED AT POLICY INCEPTION:**

1. EIC 4115 Minimum Earned Premium Endorsement
2. ZZ-S-49001-01 California Service of Suit

ALL CLAIMS TO BE REPORTED DIRECTLY TO

Shand Morahan & Company, Inc.
Ten Parkway North, Suite 100
Deerfield, Illinois 60015
(847) 572-6000


Authorized Representative

**REPORT OF
INDEPENDENT CONTRACTOR(S)**



05420700

See detailed instructions on reverse side. Please type or print.

SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):

DATE	FEDERAL ID NO.	CA EMPLOYER ACCOUNT NO.	SOCIAL SECURITY NO.	NO. OF
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
SERVICE-RECIPIENT NAME / BUSINESS NAME			CONTACT PERSON	
<input type="text"/>			<input type="text"/>	
ADDRESS			TELEPHONE NO.	
<input type="text"/>			<input type="text"/>	
CITY			STATE	ZIP
<input type="text"/>			<input type="text"/>	<input type="text"/>

SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):

FIRST NAME	MI	LAST NAME	UNIT / APT.
PRIMS, WILLIAMS		AND ASSOCIATES, LLC	
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT / APT.
770515404	1746	JONATHAN AVE	
CITY	STATE	ZIP	
SAN JOSE	CA	95125	
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS <input type="checkbox"/>
070008	102728.00	063003	<input checked="" type="checkbox"/>

FIRST NAME	MI	LAST NAME	UNIT / APT.
<input type="text"/>		<input type="text"/>	
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT / APT.
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
CITY	STATE	ZIP	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS <input type="checkbox"/>
MMDDYY	<input type="text"/>	MMDDYY	<input type="checkbox"/>

FIRST NAME	MI	LAST NAME	UNIT / APT.
<input type="text"/>		<input type="text"/>	
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT / APT.
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
CITY	STATE	ZIP	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS <input type="checkbox"/>
MMDDYY	<input type="text"/>	MMDDYY	<input type="checkbox"/>

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See Instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2.)

PRINS, WILLIAMS & ASSOCIATES, LLC

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other **LLC**

Address (number, street, and apt. or suite no.)

1746 JONATHAN AVENUE

City, state, and ZIP code

SAN JOSE, CA 95125

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number								

OR

Employer identification number								
7	7	0	5	1	5	4	0	4

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

EXEMPT

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here

Signature **David M. Mullen MEMBER MANAGER** Date **8/21/02**

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instruction for the Requester of Form W-9.

How To Get a TIN.—If you do not have TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for Individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Apply For" in the space for the TIN in Part I, and date the form, and give it to the requester. Generally, you will then have 30 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.



**SAN MATEO COUNTY
HEALTH SERVICES AGENCY**

DECLARATION OF NOTICE OF CONFIDENTIALITY

As an employee, contractor, or associate of San Mateo County Health Services Agency, I agree to the following as evidenced by my signature affixed below:

I will not disclose or otherwise discuss Health Services Agency's patients or clients, their conditions, treatments or status, even if they are known to me personally, with anyone, except to carry out my assigned duties associated with their proper care or treatment.

I will not release information to any one concerning the financial, medical, or social status of Health Services Agency's patients or clients which has not first been authorized according to written Health Services Agency policies, federal or state regulation, or otherwise properly ordered by legal authorities.

I will not, at any time or under any circumstances, disclose or share any Health Services Agency's assigned computer system User Identification or password to anyone.

I will not tamper with any Health Services Agency's computer system to gain unauthorized access to the network or information contained there.

I will take all reasonable care to prevent the unauthorized use, disclosure or availability of confidential and/or proprietary information through unattended screen displays or by mishandling of system generated output, regardless of its form.

I acknowledge that Health Services Agency retains the right to monitor and/or review, at any time and without cause, any access to Health Services Agency computer services for evidence of tampering or misuse, and may, at its sole discretion, suspend or terminate Health Services Agency computer privileges pending administrative review.

I agree to adhere to policies concerning Health Services Agency's computer services and understand that any misconduct and/or breaches of confidentiality expressly described herein may be grounds for immediate suspension of computer privileges. In addition, Health Services Agency's administrative actions, up to and including termination of employment or contract may result. Additionally, violation of any applicable civil or criminal statutes by the disclosure of confidential material or information or other misuse of the computer system will be prosecuted to the fullest extent of the law.

This agreement constitutes the entire agreement with respect to any confidential and/or proprietary information and will supersede any prior agreement.

David M. Williams

Employee or Contractor Signature

PRINT, WILLIAMS + ASSOCIATES, LLC
DAVID M. WILLIAMS

Print Employee or Contractor

First Name, Middle Name, and Last Name

MEMBER/MANAGER

Employee or Contractor Title

8/21/02

Date Signed

Supervisor Signature

Location/Contract Agency

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health
 SUBJECT: Brine, Williams and Associates
 FILE NAME: SVSMCHSATC/HEALTH CONTRACTS/
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Janet Crot-Whitgals
 CONTRACT ADMINISTRATOR: Carol Faulkner

1. Review by Division Director
 Comments: To JEW 8/20/02 ok. 8/20

 Initials-Date

2. Review by Division Fiscal Officer
 Comments: To JEW 8/20/02

JEW 8/20/02
 Initials-Date

3. Review by Risk Management
 Comments:

 Initials-Date

4. Review by County Counsel
 Comments:

JEW 8/21/02
 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: _____

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health
 SUBJECT: Prins Williams and Associates
 FILE NAME: SVSMCHSAIC/HEALTH CONTRACTS/
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Janet Cust-Whitzel
 CONTRACT ADMINISTRATOR: Caryl Fairfield

1. Review by Division Director

Comments: To JCW 8/20/02 ck 8/20
To LE 8/22/02
To GB 8/22/02

GB 8/22/02
 Initials-Date

2. Review by Division Fiscal Officer

Comments: To JCW 8/24/02

JCW 8/20/02
 Initials-Date

3. Review by Risk Management

Comments:

UCD 8-27-02
 Initials-Date

4. Review by County Counsel

Comments:

8/21/02
 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: _____

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: August 21, 2002

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

CONTRACTOR: Prins, Willams, and Associates, LLC

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC):

COVERAGE:

Comprehensive General Liability:	\$1,000,000
Motor Vehicle Liability:	\$
Professional Liability:	\$1,000,000
Worker's Compensation:	\$

APPROVE ✓ WAIVE _____ MODIFY _____

REMARKS/COMMENTS:


SIGNATURE 8-27-02

G: mbmaryandkaren/InsuranceApprovalPriscillaHarris