

AGREEMENT WITH CAMINAR/CLC  
FOR RESIDENTIAL TREATMENT AND MENTAL HEALTH  
AND REHABILITATION SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
CAMINAR/CLC, hereinafter called "Contractor";

W I T N E S S E T H:

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

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide residential treatment, rehabilitation services, and community support for psychiatrically disabled adult consumers 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 FIVE MILLION TEN THOUSAND

EIGHT HUNDRED FIFTEEN DOLLARS (\$5,010,815) 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 actions, 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. Notice

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 37<sup>th</sup> 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:

Caminar/CLC  
1720 South Amphlett Boulevard, #123  
San Mateo, CA 94401

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

CAMINAR/CLC

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

By:  \_\_\_\_\_

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

Date: 8/28/02 \_\_\_\_\_

ATTEST:

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

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

Attachment I

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

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

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

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

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

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

BARRY SHEA CEO  
Name of 504 Person - Type or Print

Caminar/CLC 1750 South Amphlett Blvd., Suite 123  
Name of Contractor(s) - Type or Print Street Address or PO Box

San Mateo, CA 94401  
City State Zip Code

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

8/28/02  
Date

[Signature]  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

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

## SCHEDULE A

CAMINAR/CLC: 2002-03

### I. REHABILITATIVE MENTAL HEALTH SERVICES

#### A. Introduction and Definition of Terms

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

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

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

#### B. Services

Contractor shall provide crisis residential services, transitional residential services, case management services (including REACH, SAIL, New Ventures and Tahanan), medication support services, Young Adult Independent Living (YAIL) program, rehabilitation services (including supported education services and supported employment services), and Stamp Out Stigma. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. The Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management is included herein by reference. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following

services:

1. Crisis Residential Services

Contractor shall provide a sixteen (16) bed, twenty-four (24) hour, Crisis Residential Treatment facility for mentally ill clients. Therapeutic and/or rehabilitation services shall be provided in a structured program as an alternative to hospitalization for clients experiencing an acute psychiatric episode or crisis, and who do not present medical complications requiring nursing care. Clients are supported in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems. Interventions which focus on symptom reduction and management will be available.

- a. Clients admitted to Crisis Residential Treatment Services shall receive a mental health and medical assessment, including a screening for medical complications which may contribute to his/her disability, within three (3) days prior to or after admission.
- b. Ongoing services shall include Assessment/Evaluation, Plan Development, Therapy/Counseling, Rehabilitative Mental Health Services, Dual Diagnosis Assessment and Treatment, Collateral Services, and Crisis Intervention.
- c. Contractor shall provide five thousand seventy-three (5,073) days of care to one hundred thirty-five (135) unduplicated clients during the term of this Agreement. A client day shall mean any and all services rendered by Contractor on behalf of one (1) client during any single day during which the client was present in the facility.
- d. Contractor shall admit only those persons who are in need of sub-acute services; such persons shall be identified according to the following criteria:
  - 1) Persons in acute psychiatric distress who require immediate supervised crisis residential treatment and who, in the absence of such community-based treatment, would require admission to full-time inpatient psychiatric services.
  - 2) Minimally functioning clients who require supervised housing on an emergency basis while awaiting specific placement within community facilities.
- e. County Mental Health Services Division Adult Resource Management working closely with acute inpatient, PES and contractor shall authorize persons for admission, and, in the case of

multiple applications for admission, shall prioritize eligible persons for admission.

- f. County Mental Health Services Division Adult Resource Management will work closely with Crisis Residential Treatment Facility staff and will meet weekly for utilization review/management of residents.
- g. Crisis Residential Treatment Facility will continue with the following changes that were instituted in the FY 2001-02:
  - The ability to admit more than one person per day.
  - Admission capability on weekends and after hours.
  - The ability to admit some individuals from PES. (County will work together with contractor to define who constitutes an appropriate admission from PES).
  - A program structure that promotes life skills training, addresses dual diagnosis issues via substance abuse groups and mandatory group participation in at least 3 to 5 groups a day, 7 days a week.

## 2. Transitional Residential Services

Contractor shall provide two (2) twenty-four (24) hour Transitional Residential Treatment facilities (29 beds) for mentally ill clients. Treatment and/or rehabilitation services shall be provided in a structured therapeutic community and shall include a range of activities and services for clients who would be at risk of hospitalization, or other institutional placement, were they not in this residential program. Clients are supported in their efforts to restore, maintain and apply interpersonal and independent living skills, and to access community support systems. Interventions which focus on symptom reduction shall also be available.

- a. Ongoing services shall include Assessment/Evaluation, Plan Development, Therapy/Counseling, Rehabilitative Mental Health Services, Collateral Services and Crisis Intervention.
- b. Contractor shall provide nine thousand five hundred twenty seven (9,527) days of care to fifty-eight (58) unduplicated clients during the term of this Agreement. A client day shall be deemed to mean any and all services rendered by Contractor on behalf of one (1) client during any single day during which the client was present in the facility.
- c. The length of stay expectation for transitional residential treatment services is six (6) months. Length of stay exceeding six months will

require a treatment extension authorization.

- d. Eligibility for admission to this service shall be confined to persons with a serious mental illness and functional impairments that require and shall benefit from a rehabilitation program. County Mental Health Services Division Adult Resource Management shall authorize and, in the case of multiple applications, shall prioritize persons for admission. Admission priority shall generally be given to persons coming from more restricted settings such as hospital and locked sub-acute facilities.

### 3. Case Management Services

Case management services focus on client needs, strengths and choices. The client is always involved in service planning and implementation. The goal is to help clients take charge of their own lives through informed decision-making. Case management services assist the client in acquiring skills and supports needed to function successfully in environments where they choose to live, learn, work and socialize.

Staffing for the two case management programs operated by contractor is multi-disciplinary and reflects the cultural, linguistic, ethnic, age, gender, sexual orientation, and other social characteristics of the community served. Staff include both licensed and non-licensed individuals who are experienced in providing mental health services.

#### a. Intensive Case Management (REACH/SAIL)

Contractor shall provide an intensive case management program based on an Assertive Community Treatment model to at least fifty (50) individuals who are severely and persistently mentally ill.

Services are described as follows:

- Comprehensive assessment, integrating medical, psychological and social factors, of the client's service needs.
- Medication assessment.
- Medication monitoring.
- Develop service plan based on comprehensive assessment.
- Advocate and assist client in obtaining services needed to promote independent living in the community.
- Twenty-four (24) hour, seven (7) day a week crisis

response capability, including in-home support services, and services at other community sites as appropriate for maintaining client in the community.

- Integration of harm reduction philosophy when working with clients who have substance abuse issues.
- Facilitate clients' involvement in self-help and peer support services/activities.
- Housing services based upon maximizing the client choice and support for the most independent living arrangement possible. Consultation to landlords as appropriate.
- Facilitate vocational assessment, job development, supported employment and competitive employment.
- Money management, including representative payee services, as appropriate; income maintenance services and assisting clients with budgeting.
- Facilitate access to supported education programs.
- Facilitate access to socialization and recreation programs.
- Provide transportation, as needed, to implement client's individualized service plan.

Contractor shall provide four hundred five thousand six hundred (405,600) minutes of care to fifty eight (58) unduplicated adult clients.

Referrals for Intensive Case Management are to be coordinated with the Resource Management Unit, Mental Health Services Division.

b. New Ventures Case Management (New Ventures, Tahanan)

Contractor shall provide community-based case management services to at least three hundred (300) seriously and persistently mentally ill clients who are living in the community (apartment, board and care home, hotel, etc.). Such services shall include supportive counseling and coordination of resources (medical, psychiatric, social, vocational, educational and housing) necessary to enhance client's potential for successful community living.

Contractor shall provide housing and support services at Tahanan for consumers who are unable to live independently but who do not require twenty-four (24) hour care. Services shall include house-keeping and meal preparation.

Contractor shall provide eight hundred twelve thousand (812,000) minutes of care to at least three hundred (300) unduplicated adult clients.

4. Rehabilitation Services (Supported Education and Employment)

A master's level supported education instructor will oversee and develop the Peer Mentor Certificate Program at Skyline College, College of San Mateo, and Canada College. The instructor will teach three classes per semester: the WRAP class, Peer Counseling and Peer Counseling II. The three classes will be taught on a rotating basis at the participating community colleges. Two instructional aides will be assigned to each class. Outcome data reports will be generated as required.

Contractor shall provide and coordinate support services for seriously mentally ill clients as they enter competitive employment.

Contractor shall provide twelve thousand (12,000) minutes of care to one hundred (100) unduplicated adult clients.

5. Young Adult Independent Living Program (YAIL)

The Young Adult Independent Living Program provides intensive support to transition age youth, ages 18-22 years. Services include intensive case management with an emphasis on education, employment, and the development of independent living skills. Participants receive assistance with housing and may reside in the community or in a 4-unit apartment complex located in Redwood City. On-site counseling staff are available 24 hours a day, 7 days a week for residents in the Redwood City apartment complex.

Contractor shall provide two hundred seventy thousand (270,000) minutes of care to twenty-four (24) unduplicated clients.

6. Medication Support Services

Contractor shall provide community-based medication support services; such services shall include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness, and be provided by a staff person within the scope of practice of his/her profession.

- a. Contractor shall provide one hundred eleven thousand (111,000) minutes of care to one hundred eighty-seven (187) unduplicated adult clients.

- b. Eligibility for services shall be confined to persons who are in need of medication support services as determined by a clinical assessment.
- c. All referrals for medication support services must be coordinated with the Resource Management Unit and/or regional clinic unit chiefs, Mental Health Services Division.

7. Stomp Out Stigma

Contractor shall reimburse the SOS Program, a client-operated public presentation and advocacy program, for travel and other supply costs associated with SOS presentations.

II. RECORDS AND ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday; or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
- B. Contractor shall report, by the fifteenth (15<sup>th</sup>) day of the month following services, data on caseload, units of service and other evaluative information as requested to the Division. The data shall become incorporated into an annual (fiscal year-end) report which shall include such information as the Director requires to permit reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.
- C. Contractor shall submit a copy of any licensing report issued by licensing agency to County Mental Health Division Adult Services Deputy Director within three (3) days from date received.
- D. Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.

III. GOALS AND OBJECTIVES

A. Crisis Residential

Goal 1: Contractor shall reduce the length of hospitalization through the provision of brief residential treatment and referral services.

Objective 1: At least seventy percent (70%) of all admissions shall be referrals from hospital emergency rooms, regional teams, or community hospital psychiatric units.

B. Transitional Residential Treatment Services

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

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

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

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

C. Case Management Services

Goal 1: All clients shall be provided an opportunity to give feedback about the services provided to them.

Objective 1: At least ninety percent (90%) of clients responding shall rate services as satisfactory, as measured by a client satisfaction survey.

Goal 2: Contractor's services will maintain clients in the community as an alternative to institutionalization.

Objective 1: No more than ten percent (10%) of clients will spend more than sixty (60) days during the year in subacute facilities.

D. Rehabilitation Services( Supported Education)

Goal 1: Contractor shall improve the potential of clients to achieve their educational and vocational goals.

Objective 1: Eighty-five percent (85%) of all clients who complete courses will receive passing grades.

Objective 2: Sixty-five percent (65%) of clients enrolled at the beginning of each fall and spring semester shall complete the semester.

Goal 2: 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.

E. Medication Services

Goal 1: Contractor shall maximize the number of clients served in the program.

Objective 1: An active caseload of one hundred fifty (150) clients shall be maintained per full-time equivalent physician. (An active client is defined as a person who has had a face-to-face contact within ninety (90) days.)

Objective 2: Ninety-five percent (95%) of all cases of clients who have not received care within the previous ninety (90) day period shall be closed.

SCHEDULE B

CAMINAR/CLC: 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. 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:

Crisis Residential Services	\$847,308
Transitional Residential Services	846,262
Intensive Case Management	1,052,098
New Ventures Case Management	1,421,884
Rehab Services (Supported Employment/Education)	202,363
Young Adult Independent Living (YAIL)	367,330
Medication Support Services	271,800
Stomp Out Stigma (SOS)	1,770
TOTAL CONTRACT OBLIGATION	\$5,010,815

- B. Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services under this Agreement. Unless otherwise authorized by the Director of Health Services or her authorized representative, the rate of payment by County to Contractor shall be one-twelfth (1/12) of the total obligation per month for the term of this Agreement. Budget modifications may be approved by the Director of Health Services or her designee, subject to the maximum amount set forth in Section 2.A. of this Agreement.
- C. 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 and in reasonable detail give information regarding the services 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. If Contractor has received more than THREE HUNDRED THOUSAND DOLLARS (\$300,000) in federal funds for the fiscal year, the audit must meet the requirements of the Federal Single Audit Act and OMB Circular A-133.
- 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 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. However, disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- K. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year.
- L. It is projected that Contractor will generate the following level of federal share Medi-Cal reimbursement: TWO MILLION ONE HUNDRED AND TEN THOUSAND NINE HUNDRED AND SEVENTY-NINE DOLLARS (\$2,110,979).

## SCHEDULE C

Contract between County of San Mateo and Caminar/CLC, 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.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Caminar/CLC
Contact Person: Barry Shea
Address: 1720 South Amphlett Blvd., Suite 123
San Mateo, California 94401
Phone Number: 650-578-8691 Fax Number: 650-578-8697

II Employees

Does the Contractor have any employees? [X] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? [X] 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)

- [X] 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 28 day of Aug., 2002 at San Mateo, CA.
(City) (State)

[Signature]
Signature

CEO
Title

Barry Shea
Name (Please Print)

9416-39-389
Contractor Tax Identification Number

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health  
 SUBJECT: Contract/CLC  
 FILE NAME: SVSMCHSA1C/HEALTH CONTRACTS/  
 CONTENT SERVICES NUMBER: \_\_\_\_\_  
 PROGRAM MANAGER: Jodie Packer  
 CONTRACT ADMINISTRATOR: Conyl Fairfull

1. Review by Division Director  
 Comments: To JK 8/14/02  
 \_\_\_\_\_  
 Initials-Date
  
2. Review by Division Fiscal Officer  
 Comments: To JCW 8/6/02  
 \_\_\_\_\_  
 Initials-Date
  
3. Review by Risk Management  
 Comments: OK  
 \_\_\_\_\_  
 Initials-Date
  
4. Review by County Counsel  
 Comments: To PF 8/14/02  
 \_\_\_\_\_  
 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 6, 2002

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

CONTRACTOR: Caminar/CLC

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC):

COVERAGE:

✓ Comprehensive General Liability:	<u>\$1,000,000</u>
✓ Motor Vehicle Liability:	<u>\$1,000,000</u>
✓ Professional Liability:	<del><u>\$1,000,000</u></del> - OK
✓ Worker's Compensation:	<u>\$1,000,000</u>

APPROVE \_\_\_\_\_ WAIVE \_\_\_\_\_ MODIFY \_\_\_\_\_

REMARKS/COMMENTS:

~~PLEASE PROVIDE EVIDENCE OF PROF. LIAB. & W.C.~~

*Caryl Fairfull*  
SIGNATURE **RECEIVED**  
8-29-02

G: mhmaryandkaren/InsuranceApprovalPrisoillaHarris

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health  
 SUBJECT: Contract/CLC  
 FILE NAME: SVSMCHSAIC/HEALTH CONTRACTS/  
 CONTENT SERVICES NUMBER: \_\_\_\_\_  
 PROGRAM MANAGER: Jodie Beck  
 CONTRACT ADMINISTRATOR: Carol Fairfull

1. Review by Division Director  
 Comments: TJ JK 8/14/02

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

2. Review by Division Fiscal Officer  
 Comments: TJ JCU 8/6/02

8/12/02  
 Initials-Date

3. Review by Risk Management  
 Comments: OK

8-29-02  
 Initials-Date

4. Review by County Counsel  
 Comments: TJ PF 8/2/02

8/15/02  
 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 SUP

DIVISION: Mental Health  
 SUBJECT: Contract/CLC  
 FILE NAME: SVSMCHSA1C/HEALTH CONTRACTS/  
 CONTENT SERVICES NUMBER: \_\_\_\_\_  
 PROGRAM MANAGER: Jake Becker  
 CONTRACT ADMINISTRATOR: Coryl Fairfield

1. Review by Division Director  
 Comments: To JK 8/14/02  
 \_\_\_\_\_  
 Initials-Date

2. Review by Division Fiscal Officer  
 Comments: To JCU 8/15/02  
 \_\_\_\_\_  
 Initials-Date

3. Review by Risk Management  
 Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 Initials-Date

4. Review by County Counsel  
 Comments: To PF 8/16/02  
AK 8/29/02  
AK 8/16/02  
 \_\_\_\_\_  
 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 INSURANCE

ISSUE DATE (MM/DD/YY)

04/16/2002

PRODUCER

Andreini & Co License 0208825  
 220 West 20th Ave.  
 San Mateo, CA 94403  
 (650) 573-1111 Fax (650) 378-4361

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.

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	TRAVELERS PROPERTY/CASUALTY
COMPANY LETTER	B	XL SPECIALTY
COMPANY LETTER	C	
COMPANY LETTER	D	7 2002
COMPANY LETTER	E	

INSURED

CAMINAR/CLC  
 1720 SOUTH AMPHLETT BLVD. #123  
 SAN MATEO, CA 94402

## COVERAGES

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

CO. TR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	<b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/> GARAGE LIABILITY	8103645W518	02/15/02	02/15/03	COMBINED SINGLE LIMIT \$ 1,000, BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	WPR9020175-00	04/01/02	04/01/03	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000 DISEASE - POLICY LIMIT \$ 1,000 DISEASE - EACH EMPLOYEE \$ 1,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

30 DAYS CANCELLATION EXCEPT WITH RESPECT TO NON-PAY, WHICH IS 10 DAYS.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

*Shirley E. Kari*

PRODUCER  
NATIONAL INSURANCE PROFESSIONALS CORP  
1040 NE HOSTMARK STREET #200  
POULSBORO WA 98370-7454  
PHONE: (360)697-3611  
FAX: (360)697-3688

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

**COMPANIES AFFORDING COVERAGE**

INSURED  
CAMINAR/CLC  
1720 SOUTH AMPHLETT BLVD #123  
SAN MATEO CA 94402

COMPANY A: UNITED NATIONAL INSURANCE COMPANY  
COMPANY B:  
COMPANY C:  
COMPANY D:  
COMPANY E:

**COVERAGES**

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

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 checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	CGA043047	FEB 15 02	FEB 15 03	EACH OCCURRENCE \$
					FIRE DAMAGE (Any One Fire) \$
					MED. EXP (Any One Person) \$
					PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$
					PRODUCTS-COMP/OP AGG. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
A	OTHER: PROFESSIONAL LIABILITY	CGA043047	FEB 15 02	FEB 15 03	\$1,000,000 EACH CLAIM \$3,000,000 AGGREGATE AGG. LIMIT IS COMBINED PL &

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS CERTIFICATE HOLDER TO BE NAMED AS ADDITIONAL INSURED UNDER THE ABOVE POLICY BUT ONLY AS THEIR INTERESTS MAY APPEAR AND ONLY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
DEPARTMENT OF MENTAL HEALTH MENTAL HEALTH DIVISION 225 WEST 37TH AVENUE SAN MATEO, CA 94401		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE CERTIFICATE HOLDER. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND ON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
Attention:		AUTHORIZED REPRESENTATIVE <i>Barry C. Clipsham</i>