

AGREEMENT WITH TELECARE CORPORATION

FOR SUPPORTED HOUSING AND ASSERTIVE COMMUNITY TREATMENT SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Telecare Corporation, 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 supported housing and assertive treatment 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 MILLION ONE HUNDRED FORTY NINE THOUSAND TWO HUNDRED SEVENTY-FOUR DOLLARS (\$1,149,274) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance \$1,000,000
- 3) Professional Liability \$1,000,000

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

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

6. Non-Discrimination

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

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

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

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

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

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

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

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

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

7. Assignments and Subcontracts

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

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

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

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

8. Amendment of Agreement

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

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all

records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. 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 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:

Telecare, Inc.
1100 Marina Village Parkway, Suite 100
Alameda, CA 94501

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

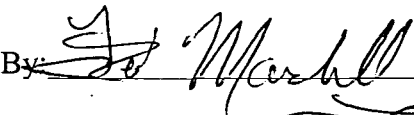
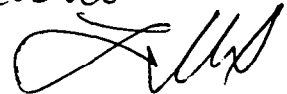
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2002 through June 30, 2003. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other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

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

COUNTY OF SAN MATEO

TELECARE, INC.

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

By:  _____


Date: _____

Date: 11/12/02 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

TELECARE CORPORATION (2002-2003)

SCHEDULE A

I. Integrated Services to Homeless Mentally Ill Program (AB 2034)

In full consideration of the payments herein provided for (outlined in Schedule B), Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

A. Target Population

Telecare shall enroll and serve seventy-five (75) adult San Mateo County residents who are seriously and persistently mentally ill (SPMI) and who are homeless or at risk of being homeless. Ten (10) of the enrollees will be youth transitioning to adulthood. It is estimated that a significant percentage of the enrollees will have co-occurring substance abuse problems.

B. Enrollment

Enrollment in the Integrated Services Program is voluntary. Disenrollment from the program can occur only when it is deemed likely that an enrollee will require locked placement (jail, locked mental health rehab facility, state hospital) for longer than 90 days.

C. Referrals

The Mental Health Services Division's Outreach and Support Team will be the entry point for all referrals to the Integrated Services Program. The Outreach and Support Team provide outreach, engagement and linkage case management services to homeless SPMI adults presenting to Psychiatric Emergency Services (PES) who do not require acute admission, who are on the streets or in the homeless shelters, who are incarcerated in the jail, and/or who are on acute psychiatric inpatient units. Potential young adult clients may also be identified through youth serving agencies/services. The "Outreach and Support Team" will identify potential program enrollees who are "new" (not currently opened) to the County Adult System of Care or intermittent users of services who have not achieved individual positive outcomes in the past.

D. Program Principles

The framework for the Integrated Services Program will be based on the following principles:

- Services are accessible (24 hour, 7 days a week capability)
- Services are integrated
- Services are flexible and approached with a “whatever it takes” philosophy
- Services are strengths-based fostering *Hope, Wellness and Recovery*
- Service delivery is based on building relationships with individuals through a process of outreach, engagement and engendering trust
- Services are consumer directed
- Services are culturally competent

E. Services

Telecare will establish and operate two services: 1] a supported housing service in Unit A-7, Building 323 of VA Menlo Park campus for forty (40) adult residents; 2] an Assertive Community Treatment (ACT) Team for seventy-five (75) clients who are homeless or at risk of being homeless and who are seriously and persistently mentally ill.

1. Supported Housing Service

The Supportive Housing Service will house forty adults who are seriously and persistently mentally ill and who are homeless or at risk of becoming homeless. This program, located in Unit A-7, Building 323 of the VA Menlo Park campus will provide the following services:

- a. On-site staff support in Unit A-7, Building 323 of the VA Menlo Park campus 24 hours a day, 7 days a week, 365 days a year.
- b. Medication support including storage of medications for Unit A-7 residents and daily reminders to take medications.
- c. Assessment of health and mental health status at time of entry into Unit A-7 supported housing program.
- d. Room and board in Unit A-7; food for breakfast and lunch will be available in the residence kitchen and one hot meal will be provided for dinner. Contractor will provide all food stuff for breakfast and lunch meals for Unit A-7 residents and the County will purchase the daily hot meal for Unit A-7 residents as part of the lease agreement with the VA Palo Alto Healthcare System.
- e. Contractor will purchase furnishings (beds, dressers, bedding, towels, window coverings, day room furniture, tables, chairs, washer, dryer, two (2) refrigerators, two microwave ovens) for Unit A-7.

- f. Contractor will establish a “flexible fund” to purchase interim housing resources (hotel/motel vouchers) for enrollees who do not reside in Unit A-7 on the VA Menlo Park campus.
- g. Coordination with the ACT Team and other community providers regarding needed services and referrals that promote skill building, maintenance of health and mental health, and transition to more independent living situations.

Service objectives for the supported housing service include:

- The residence will maintain a 90% occupancy rate.
- Residents will be able to maintain this level of independence. Drop-out rates will not exceed 20% of the total number of residents each year.
- Eighty-five percent (85%) of residents will verbalize that they are satisfied with the services and supports received.
- Residents who do leave the residence will graduate to more independent residential settings. Of those individuals leaving the residence, seventy-five percent (75%) will move to more independent residential settings.

2. Assertive Community Treatment (ACT) Team

An Assertive Community Treatment (ACT) Team will serve seventy-five (75) adults who are homeless or at risk of becoming homeless and who are seriously and persistently mentally ill. Program enrollees shall have access to the ACT Team 24 hours a day, 7 days a week. Each enrollee shall have a clearly designated mental health “personal services coordinator”, who is part of a multidisciplinary treatment team responsible for providing or assuring needed services. Responsibilities of the ACT Team include complete assessment of the enrollee’s needs, development of a personal services plan, assistance with securing benefits, linkage with all appropriate community services, monitoring of the quality and follow through of services, and necessary advocacy to ensure that each enrollee receives those services which are agreed to in the personal services plan. Each enrollee shall participate in the development of his or her personal services plan.

The services provided by the ACT Team will include, but not be limited to, the following:

- a. Outreach services.
- b. Outpatient services.
- c. Assessment.
- d. Medication.
- e. Crisis intervention.
- f. Case management.
- g. Dual diagnosis services.

- h. 24-hour services.
- i. Assistance with basic living skills.
- j. Vocational services.
- k. Socialization services.
- l. Money management.

Service objectives for the ACT Team include:

- The ACT Team will actively engage individuals referred by the County's "Outreach and Support Team".
- Drop out rates from the program will not exceed 15% of the total number of enrollees each year.
- The ACT Team will advocate for each enrollee's entitlements.
- The ACT Team will have 24/7/365 capability; after hours calls will be answered promptly and effectively.
- Eighty-five percent (85%) of the enrollees will verbalize that they are satisfied with the services provided.
- The ACT Team will work closely with the supported housing program and will provide assistance to enrollees in their respective housing situations.

F. Outcomes and Evaluation

Contractor will complete and submit to the County data forms that are necessary to fulfill the AB 2034 reporting requirements as well as meet County program evaluation needs. Contractor will incorporate the information and general outcome parameters established by AB 2034 as follows:

1. The number of persons served, and of those the number who are able to maintain housing, and the number who receive extensive community mental health services.
2. The number of persons with contacts with local law enforcement and the extent to which local and State incarceration has been reduced or avoided.
3. The number of persons participating in employment service programs including competitive employment.
4. The number of persons contacted in outreach efforts who appear to be severely mentally ill, as described in 5600.3, who have refused treatment after completion of all applicable outreach measures.
5. The amount of hospitalizations that has been reduced or avoided.

TELECARE CORPORATION (2002-2003)

SCHEDULE B

I. PAYMENTS

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

A. Payment Terms

1. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor, more than the sum of ONE MILLION ONE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED SEVENTY- FOUR DOLLARS (\$1,149,274) for services provided under this Agreement for the period of July 1, 2002, through June 30, 2003. Payments will be made monthly at \$95,772.83 per month.
2. Unless otherwise authorized by the Director of Health Services or her designee, the rate of payment by County to Contractor shall be one-sixteenth (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 obligation set forth in Section 2.A. of the contract.
3. Payment by County to Contractor shall be monthly unless agreed otherwise. Contractor shall bill County on or before the tenth (10th) 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.
4. 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.
5. In the event this Agreement is terminated prior to June 30, 2002, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to

6. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of each contract year for the term 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 to County along with the Cost Report.
7. 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.
8. If the annual Cost Report provided to County reveals that total payments to contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible residents during the reporting period, a single payment in the account 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.

SCHEDULE C

Contract between County of San Mateo and Telecare Corporation, 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.

Marshall Langfeld

Name of 504 Person - Type or Print

Telecare Corporation

Name of Contractor(s) - Type or Print

1100 Marina Village Parkway #100

Street Address or PO Box

Alameda,
City

CA
State

94501
Zip Code

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

11/12/02
Date

Marshall Langfeld
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: Telecare Corporation
Contact Person: Marshall Langfeld
Address: 1100 Marina Village Parkway, Suite 100
Alameda, CA 94501
Phone Number: 510-337-7950 Fax Number: 510-337-7969

II Employees

Does the Contractor have any employees? Yes ___ 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 _____ (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 12th day of Nov, 2002 at Alameda, CA.
(City) (State)

Carol Caputo
Signature

Carol Caputo
Name (Please Print)

V.P.H.R.
Title

94-1735-271
Contractor Tax Identification Number

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health
 SUBJECT: Alcove Corp. Transitions
 FILE NAME: SVSMCHSATC/HEALTH CONTRACTS/
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Julie Beck
 CONTRACT ADMINISTRATOR: Caryl Jauffell

1. Review by Division Director
 Comments: to JK 10/28

 Initials-Date

2. Review by Division Fiscal Officer
 Comments: to JCW 10/28

 Initials-Date

3. Review by Risk Management
 Comments:

 Initials-Date

4. Review by County Counsel
 Comments: to PF 10/28/02

PM 10/30/02
 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: Telecom Corp. Transitions
 FILE NAME: SVSMCHSA1C/HEALTH CONTRACTS/
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Julie Beck
 CONTRACT ADMINISTRATOR: Caryl Fairfull

1. Review by Division Director

Comments: To SK 10/28
JP OK 10/31/02

Initials-Date

2. Review by Division Fiscal Officer

Comments: To Jew 10/28

11/13/02

Initials-Date

3. Review by Risk Management

Comments:

phm 11/19/02

Initials-Date

4. Review by County Counsel

Comments: To PF 10/28/02

10/30/02

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: November 13, 2002

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

CONTRACTOR: Telecare Corp.

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: No

DUTIES (SPECIFIC):

COVERAGE:

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

APPROVE *[Signature]* WAIVE _____ MODIFY _____

REMARKS/COMMENTS:

 [Signature]
SIGNATURE

G: mhmaryandkaren/InsuranceApprovalPriscillaHarris

MARSH USA INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NO. SEA-00039405

PRODUCER

MARSH RISK & INSURANCE SERVICES
THREE EMBARCADERO CENTER
PO BOX 193880
(415) 743-8000
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94119-3880

072624-STAND-ALL-2001 GLAUP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A LEXINGTON INSURANCE COMPANY
- COMPANY
B AMERICAN HOME ASSURANCE CO
- COMPANY
C
- COMPANY
D

INSURED

Telecare Corporation
1100 Marina Village Parkway,
Suite 100
Alameda, CA 94501

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	0314744	07/01/02	07/01/03	GENERAL AGGREGATE \$ 1,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000
					FIRE DAMAGE (Any one fire) \$ 100
					MED EXP (Any one person) \$ 5
B	AUTOMOBILE LIABILITY	CA-945-96-96	07/01/02	07/01/03	COMBINED SINGLE LIMIT \$ 1,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
A	OTHER PROFESSIONAL LIAB.	0314744	07/01/02	07/01/03	\$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

CERTIFICATE HOLDER

SAN MATEO COUNTY MENTAL HEALTH DIVISION
225 WEST 37TH AVENUE
SAN MATEO, CA 94403

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE CERTIFICATE HOLDER NAMED HEREIN. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.
By: Ellen Redell Brown
MM1(9/99)

Edell

VALID AS OF: 06/28/02

MARSH USA INC.

CERTIFICATE OF SURANCE

CERTIFICATE NUMBER
SEA-000235575-1

PRODUCER
MARSH RISK & INSURANCE SERVICES
THREE EMBARCADERO CENTER
PO BOX 193880
SAN FRANCISCO, CA 94119-3880
CALIFORNIA LICENSE NO. 0437153

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

072624-WC-AOS-2001 WC

COMPANIES AFFORDING COVERAGE

COMPANY
A ZENITH INSURANCE CO

COMPANY
B

COMPANY
C

COMPANY
D

INSURED
Telecare Corporation
1100 Marina Village Parkway,
Suite 100
Alameda, CA 94501

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	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 AUTO'S				COMBINED SINGLE LIMIT \$ 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: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	Z041241107	01/01/02	01/01/03	X WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ 1,000 EL DISEASE-POLICY LIMIT \$ 1,000 EL DISEASE-EACH EMPLOYEE \$ 1,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
MENTAL HEALTH DIVISION
225 West 37th Avenue
San Mateo, CA 94403

CANCELLATION

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MARSH USA INC.

By: Ellen Redell Brown



MM1(9/99)

VALID AS OF: 12/27/01