

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and Mental Health Association of San Mateo County, hereinafter called  
"Contractor";

W I T N E S S E T H:

WHEREAS, 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;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing emergency and short-term housing, rehabilitation services, outreach and support services, and a socialization program, and fiscal administration services as described in Exhibit A.

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

**1. Exhibits.**

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

**2. Services to be performed by Contractor.**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

**3. Payments.**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed EIGHT HUNDRED NINETY-THREE THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$893,388).

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003 through June 30, 2004.

This Agreement may be terminated by Contractor, the Director of Mental Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds.**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

**6. Relationship of Parties.**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. 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, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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.

**8. Assignability and Subcontracting.**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance.**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's 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.

- (2) **Liability Insurance.** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- |   |             |
|---|-------------|
| (a) Comprehensive General Liability .....   | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance ..... | \$1,000,000 |
| (c) Professional Liability .....            | \$1,000,000 |

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 the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the 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.

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, the County of San Mateo 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.

**10. Compliance with Laws and Regulations Pertaining to Disability**

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and 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.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**11. Non-Discrimination.**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 30 days of such filing, provided that within such 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Retention of Records.**

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

**13. Merger Clause.**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**14. 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.

**15. Notices.**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of County, to:**  
San Mateo County  
Mental Health Services Division  
225 27<sup>th</sup> Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**  
Mental Health Association of San Mateo County  
2686 Spring Street  
Redwood City, CA 94063

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

Mental Health Association of San Mateo County

  
\_\_\_\_\_  
Contractor's Signature

Date: 8/25/2003

## Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

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

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

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

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

### II. SERVICES

#### A. Mental Health Services Division



Contractor shall provide emergency housing and support services, rehabilitation services, and administrative services including fiscal intermediary for Adult Wrap-Around Fund. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. The Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management is included herein by reference. All payments under this Agreement must directly support services specified in this Agreement. The term of this Agreement for mental health services shall be from July 1, 2003, through June 30, 2004. Contractor shall provide the following services:

1. Emergency Housing and Support Services

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

- a. Emergency Housing and Support Services staff shall accept referrals between 8 a.m. and 10 p.m., seven (7) days per week.
- b. Contractor shall admit only those clients who meet the following criteria:
  - 1) have a primary mental health problem; clients whose predominant problem is alcohol or substance abuse are not eligible;
  - 2) be at least eighteen (18) years of age or an emancipated minor;
  - 3) have no other identified resource for housing; and/or
  - 4) not be considered assaultive or suicidal, or present serious medical health problems.

- c. Among clients eligible for emergency shelter, i.e., who meet all the criteria in Section 1.b. above, Contractor shall give priority for beds on a space-available basis in the following order:
- 1) Clients who are confined at San Mateo County General Hospital Inpatient Psychiatric Unit or at Psychiatric Emergency Services (PES) who need a residence in order to be released from the hospital.
  - 2) Clients who, because they are identified by city police departments and the County Sheriff's Department as "nuisance" cases, might otherwise be taken inappropriately to one of the County emergency psychiatric facilities because of community or family complaints.
  - 3) Clients who have not yet been deemed eligible for Supplemental Security Income or General Assistance benefits due to lack of residence.
  - 4) Clients who, for whatever reason, are living on the street, in parks, and generally are without a residence of any sort, and are referred by community agencies, including churches.
  - 5) County Mental Health Adult Resource Management reserves the right to prioritize any client for emergency shelter services.
- d. At least two (2) staff persons shall be on duty at all times, twenty-four (24) hours per day. County Mental Health Services Division staff shall provide consultation to contract staff as deemed appropriate by the Mental Health Services Director or her designee.
- e. The emergency shelter shall provide separate dormitory sections with showers and toilets for men and women. The facility shall also include a kitchen and office space. Accessibility shall be provided to the handicapped, and a sprinkler system shall be included throughout shelter.
- f. Contractor shall provide five thousand one hundred ten (5,110) days of care to one hundred forty-five (145) unduplicated clients during the term of this Agreement. A client day shall be deemed to mean any and all services rendered by Contractor on behalf of one (1) client during any single day.

## 2. Rehabilitation Services

Contractor shall provide seriously mentally ill adults with community-based rehabilitative mental health services. Rehabilitative services are intended to identify and provide assistance in locating and obtaining adequate and appropriate living arrangements and supportive resources (medical, social, vocational and educational) to enhance clients' potential for successful community placement.

- a. Ongoing services shall include, but not be limited to: Assessment/Evaluation, Plan Development, Individual and Group Counseling, Collateral Services, Rehabilitation Services, Case Management, and Crisis Intervention.
- b. Contractor shall provide two hundred ten thousand (210,000) minutes of care to one hundred thirty (130) unduplicated adult clients.
- c. Referrals for rehabilitation services will be coordinated with County Mental Health Services Division Adult Resource Management and/or Adult Supervising Mental Health Clinician as designated by Adult Resource Management.
- d. Contractor shall operate the East Palo Alto Friendship Center, a recovery-based social activity program for seriously mentally ill adults.
- e. Contractor shall operate a "Community Friends Program" for young adults.

## 3. Wrap-Around Services Fund Administration

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

Administrative costs include the following activities:

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

Specific administrative activities shall include:

- a. receiving and processing Wrap-Around Funds authorization forms;
- b. issuance of checks to specified vendors and providers (for reimbursement purposes);
- c. maintaining proper documentation of checks distributed and transactions completed (e.g., receipts received); and
- d. providing monthly fiscal reports of Wrap-Around Fund expenditures.
- e. providing a six (6) month and final year report showing fund distribution for the General Wraparound, Housing Assistance and Options Program funds.

#### 4. Shelter Plus Care Project Coordination

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

- a. Act as information and coordination hub for Shelter Plus Care Project.
- b. Staff Shelter Plus Care Screening Committee.
- c. Attend regional and relevant ad hoc Shelter Plus Care Committee meetings and disseminate information to Shelter Plus Care County representative and contract agencies.
- d. Maintain current Program Information System.
- e. Maintain computer and reporting system with contract agencies that track all data and information necessary for the completion of the HUD annual progress report, including the program's measurable objectives.
- f. In conjunction with the Housing Authority, complete and submit to HUD the 2003 Annual Progress Report.

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

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

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

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

### III. RECORDS AND ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall maintain medical and /or clinical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday; or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
- B. Contractor shall provide a monthly written summary of services rendered, to include: caseload, units of services, type housing provided, vacancy rate for the month and other evaluative information as requested to the division. This report shall be submitted with the monthly invoice. 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 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.

### IV. GOALS AND OBJECTIVES

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

**A. Agency and Rehabilitation Services**

**Goal 1:** Contractor shall increase Cultural Competence within the agency.

**Objective 1:** Contractor shall continue to revise and implement a plan, including a recruitment plan, to promote language skills and cultural competence of staff, as evidenced by staff participation in annual cultural sensitivity education and training.

**Goal 2:** All clients will be given an opportunity to respond to a satisfaction survey provided by County Mental Health Services Division.

**Objective 1:** Overall satisfaction of clients as measured by the client satisfaction survey shall be at least eighty-five percent (85%).

**Goal 3:** Contractor shall participate in assessing the level of functioning of its clients.

**Objective 1:** At least eighty percent (80%) of clients will improve or maintain their level of functioning as measured by a standardized outcome instrument designated by the state.

**B. Emergency Housing and Support Services**

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

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

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

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

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 on page 2 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement for the period July 1, 2003, through June 30, 2004:

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

1. Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services under this Agreement. Unless otherwise authorized by the Director of Health Services or her authorized representative, the rate of payment by County to Contractor shall be one-twelfth (1/12) of the total obligation per month for the term of this Agreement. Budget modifications may be approved by the Director of Health Services or her designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

B. Wrap Around Services Fund

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

1. Contractor shall receive a maximum amount of SEVENTY-SIX THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$76,830) for general Wrap-Around Fund expenditures and administrative costs. At the beginning of the fiscal year, Contractor may request an advance of 30% of the maximum expenditure amount. Contractor is entitled to NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500) for administrative costs for managing the Wrap-Around Fund. At the end of the fiscal year any unexpended funds remaining with contractor shall be returned to County.
  2. Contractor shall receive a maximum amount of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500) for the Options Program expenditures and administrative costs. At the beginning of the fiscal year, Contractor may request an advance of FIVE THOUSAND DOLLARS (\$5,000) of the maximum expenditure amount. Contractor is entitled to ONE THOUSAND DOLLARS (\$1,000) for administrative costs for managing the Options Fund. At the end of the fiscal year any unexpended funds remaining with the contractor shall be returned to County.
- C. The Director of Health Services or her designee may execute minor amendments and adjustments up to an aggregate of \$25,000 for the term of the agreement.
- D. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the current month. All claims shall clearly reflect the program and month for which claim is made.
- E. Completed service reporting form(s) will accompany the invoice and provide back-up detail for the invoiced services ("Service Reporting Form(s)"). The Service Reporting Form(s) will be provided by County, and will be completed by Contractor according to the instructions accompanying the Service Reporting Form(s).
- F. Each month Contractor will provide a written summary of services rendered each such month ("Summary"). The Summary shall include data on caseload, units of service, type of housing provided, vacancy rate, and other evaluative information as requested by County. Such Summary will accompany the invoice described above. The Summary 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.



- G. 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.
- H. In the event this Agreement is terminated prior to June 30, 2004, 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.
- I. 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.
- J. 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.
- K. 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.
- L. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year.
- M. It is projected that Contractor will generate the following levels of federal share Medi-Cal reimbursement:

Rehabilitation Services:     \$257,798

- N. In any event, the total payment for services of Contractor under all sections of this Agreement shall not exceed EIGHT HUNDRED NINETY-THREE THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$893,388). The Health Services Directors' discretion provided for in Exhibit B is not included in this total payment for services.
- O. Contractor may not employ any person(s) deemed an Ineligible Person by the Office of the Inspector General in the provision of federally funded health services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person shall be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility.
- P. Contractor shall comply with the following requirements in the provision of mental health services.
1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
  2. Contractor shall certify to the County, in writing under penalty of perjury, for each monthly claim when submitted to the County for reimbursement. Contractor shall use the service reporting form provided by the County. The certification shall attest to the following for each beneficiary with services included in the claim:
    - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
    - b. The beneficiary was eligible per this Agreement to receive services at the time the services were provided to the beneficiary.
    - c. The services included in the claim were actually provided to the beneficiary.

- d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
  - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
  - f. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
3. Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, or the County.

Attachment I

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

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

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

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

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

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

ARLENE AQUINO  
Name of 504 Person - Type or Print

Mental Health Association of San Mateo County  
Name of Contractor(s) - Type or Print

2686 Spring Street  
Street Address or PO Box

Redwood City  
City

CA      94063  
State      Zip Code

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

Aug 25, 2003  
Date

Enelyn Atlanta Executive Director  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

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

# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: Mental Health Association of San Mateo County  
Contact Person: Evelyn Stanton  
Address: 2686 Spring Street  
Redwood City, California 94063  
Phone Number: 650-368-3345 x137 Fax Number: 650-368-9017

### II Employees

Does the Contractor have any employees?  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 25<sup>th</sup> day of August, 2003, at San Mateo, CA.  
(City) (State)

Evelyn Stanton  
Signature

Evelyn Stanton  
Name (Please Print)

Executive Director  
Title

COUNTY OF SAN MATEO

MEMORANDUM

DATE: August 28, 2003

TO: Priscilla Morse, Risk Management/Insurance Division  
FROM: Mary Vozikes, Mental Health/FAX x2841/PONY #MLH 322  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Mental Health Association

DOES THE CONTRACTOR TRAVEL AS PART OF CONTRACT SERVICES: Yes

NUMBER OF EMPLOYEES WORKING FOR THE CONTRACTOR: Yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached

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

REMARKS/COMMENTS: need proof of prof. liab.

*Priscilla Morse*

SIGNATURE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/23/2003

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

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

### INSURERS AFFORDING COVERAGE

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

INSURER A: Great American Ins.  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PAC2254572-05	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP-653-62-23	07/01/2003	07/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	EXC653-62-62	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DEDUCTIBLE RETENTION \$				\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER					

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

All Operations. San Mateo County is named as additional insured with respect to the general liability.

\*Workers Compensation certificate will be issued directly by the carrier.

### CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

### CANCELLATION

San Mateo County  
 Mental Health Services  
 Attention: John Kalyver  
 225 W. 37th Avenue  
 San Mateo, CA 94403

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

AUTHORIZED REPRESENTATIVE

Daniel Johndrow/JMB

