

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
MATEO LODGE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by  
and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
MATEO LODGE 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 performing the professional services described for the Health Services Agency, Mental Health Services Division.

**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 contract exceed ONE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND THIRTY-SIX DOLLARS (\$1,378,036).

**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 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 the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager 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 County Manager of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) ~~Workers Compensation and Employer's Liability Insurance~~ Workers 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) ~~Bodily Injury and Property Damage~~ Bodily Injury and Property Damage **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; payment of Permits/Licenses.**

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 Contractor 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 contract (this paragraph needed only if services provided to members of the public).

- 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 Contractors 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 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 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 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. Governing 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 37<sup>th</sup> Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**

Mateo Lodge  
420 Cassia 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

MATEO LODGE, INC.

    *I. D. Aola*      
Contractor's Signature

Date:     8/28/03    

Long Form Agreement/Non Business Associate

## Exhibit "A"

### MATEO LODGE, INC.: 2003-04

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

#### I. INTRODUCTION

- A. 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.
- B. 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 client meet his/her needs. Programs are designed to use personnel who are experienced in providing mental health services. Clients and family members of clients are valued as volunteer or paid staff.
- C. 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.

#### II. SERVICES



Contractor shall provide adult Transitional Residential Treatment Services, Rehabilitation Services, and Outreach Services (as each is defined and described below) for mentally ill adults who are homeless or at risk of homelessness. 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:

A. Transitional Residential Treatment Services

Contractor shall provide a thirteen (13) bed, twenty-four (24) hour transitional residential treatment facility ("Transitional Residential Treatment Facility") for mentally ill clients. As of the effective date of this Agreement, the Transitional Residential Treatment Facility is housed at Wally's Place. 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 ("Transitional Residential Treatment Services"). Contractor will support clients in their efforts to restore, maintain and apply interpersonal and independent living skills, and to access community support services, and will make available interventions that focus on symptom reduction and management.

1. Ongoing Transitional Residential Treatment Services shall include, but not be limited to: assessment/evaluation, plan development, individual and group counseling, rehabilitation services, collateral services, case management and crisis intervention.
2. Contractor shall provide four thousand five hundred eight (4,508) days of care to eighteen (18) 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 Transitional Residential Treatment Facility.
3. The maximum length of stay for clients in Transitional Residential Treatment Services at the Transitional Residential Treatment Facility is six (6) months. Authorization for an extension beyond six (6) months must be approved by the Deputy Director of Adult Health Services/designee.

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

#### B. Rehabilitation Services

Contractor shall provide seriously mentally ill adults with community-based rehabilitative mental health services ("Rehabilitation Services"). Rehabilitation 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 live successfully in the community.

1. Ongoing Rehabilitation 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.
2. Contractor shall provide two hundred thousand (200,000) minutes of Rehabilitation Services to one hundred sixteen (116) unduplicated adult clients.
3. All referrals for Rehabilitation Services must be authorized by County Mental Health Services Division Adult Resource Management as designated by Adult Services Deputy Director.

#### C. Outreach Services

Contractor shall provide outreach services for mentally ill adults who are homeless or at risk of homelessness ("Outreach Services"). Outreach Services shall be provided seven (7) days a week via a mobile support team. These mobile Outreach Services target adults whose rehabilitative needs are not currently met in the mental health system, adults who are refusing services, and adults who are homeless or at risk of being homeless.

1. Contractor will provide on a monthly basis to Deputy Director of Adult Mental Health Services an expense detail of Homeless Assistance Fund expenditures.

2. Contractor shall provide one thousand four hundred (1,400) hours of Outreach Services to three hundred (300) unduplicated adult clients during the term of this Agreement.

### III. RECORDS AND ADMINISTRATIVE REQUIREMENTS

- A. Section 12 of the Agreement and Paragraph L.3 of Exhibit B notwithstanding, 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 submit a copy of any licensing report issued by licensing agency to County Mental Health Adult Services Deputy Director within three (3) days from date received.
- C. 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.
- D. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).
- E. Contractor shall complete all State evaluation requirements.
- F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- G. Contractors providing federally funded health services may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will 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.
- H. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year.

#### IV. GOALS AND OBJECTIVES

##### A. Agency

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

Objective 1: Contractor shall continue to revise and implement a plan, including a recruitment plan, to increase language skills and cultural competence of staff.

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

Objective 1: At least eighty-five percent (85%) of clients responding shall rate services as satisfactory as measured by client satisfaction survey.

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 functioning as measured by a standardized outcome instrument.

##### 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 fiscal year.

Goal 2: Contractor shall provide services that 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 six (6) months or more treatment in transitional residential treatment program shall be discharged to a more independent living.

##### C. Rehabilitation Services

**Goal 1:** Contractor shall provide services that enhance the client's living and coping skills in order to increase (or maintain) the client's probability of remaining in the community, and/or to involve the client in educational, employment and other meaningful activities.

**Objective 1:** At least sixty percent (60%) of clients will participate in self-help activities or programs for a minimum of three (3) months.

**D. Outreach Services for Homeless Mentally Ill Clients**

**Goal 1:** Contractor shall engage clients who are homeless and seriously mentally ill in mental health services and/or treatment.

**Objective 1:** Fifty percent (50%) of clients will be linked with services, including regional mental health services, acute psychiatric hospital services, and entitlements.

Exhibit "B"

MATEO LODGE, INC.: 2003-04

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. 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 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:

Transitional Residential Services at Wally's Place	\$274,440
Rehabilitation Services	
Humboldt	224,320
Cassia	200,900
Dexter	29,793
Poplar	14,820
Rehabilitation - general	400,290
Total Rehabilitation	870,123
Homeless Outreach - Support Team	233,473
TOTAL CONTRACT OBLIGATION	<u>\$1,378,036</u>

- B. In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed ONE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND THIRTY-SIX DOLLARS (\$1,378,036).
- C. Modifications to the allocations in Paragraph A of this Exhibit B 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.
- D. 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.

- 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, 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.
- 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. 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.
- I. Contractor's annual 2003-2004 budget is attached and incorporated into this Agreement as Exhibit C.
- J. The Director of Health Services or her designee, may execute minor amendments and adjustments up to an aggregate of \$25,000.
- K. Monthly Reporting
  - 1. 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 prior month. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.
  - 2. A completed service reporting form will accompany the invoice and provide back-up detail for the invoiced services ("Service Reporting Form"). The Service Reporting Form will be provided by County, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms.

3. 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.
- L. 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 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. For each beneficiary with (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) included in the claim, all requirements for Contractor payment authorization for (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.





1. Contractor shall submit a summary calculation of any savings 90 days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.
2. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the Director of Mental Health Services or her designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due 90 days after the specific purpose has been completed, or 90 days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the Director of Mental Health Services or her designee approves the request.
5. A final accounting of the rollover funds shall be submitted 90 days after the specific purpose has been completed, or 90 days after the end of the succeeding fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

2003-2004	HUMBOLDT	CASSIA	WALLIY'S	SUPPORT TEAM	DEXTER	POPLAR	REHAB	ADMIN	TOTAL
REVENUE									
RESIDENT FEES	211,896	137,424	127,608			18,444			495,372
CO FEES FOR SERVICE	224,320	200,900	274,440	233,473	29,793	14,820	400,290		1,378,036
MISC REVENUE									
TOTAL REVENUE	436,216	338,324	402,048	233,473	29,793	33,264	400,290		1,873,408
PERSONNEL EXPENSE									
SALARIES	162,015	133,289	168,866	74,988			173,061	144,072	856,291
MEDICAL BENEFITS	27,952	32,612	31,867	15,070			43,115	15,841	167,057
BONUSES	3,240	2,666	3,377	1,500			3,461	2,881	17,126
EMPLOYEE BENEFITS	4,860	3,999	5,086	2,250			5,192	13,860	35,227
PAYROLL TAXES	16,202	13,329	16,887	7,499			17,306	14,407	85,629
WORKERS' COMP INS	13,008	10,954	13,692	6,162			13,692	10,954	68,462
TOTAL PERS. EXPENSE	227,277	196,848	239,755	108,288			255,827	201,816	1,229,791
OPERATING EXPENSES									
UTILITIES	15,000	10,863	7,000			2,200			35,063
TELEPHONE	3,000	5,000	3,139	491	600		19,485	2,500	34,215
RENT	87,689		20,350		13,200	19,705	7,800	6,300	155,044
REPAIRS + MAINT.	10,000	10,573	7,000		3,043	3,699	3,432		37,747
INSURANCE EXPENSE	6,909	6,525	8,060	2,302	1,535	384	12,665		38,380
BANK CHARGES							300	200	500
FEES + LICENSES	450	450	450				400	200	1,950
MEDICAL		300					400		700
SUPPLIES	4,390	10,300	10,000		221		3,904	500	29,315
GROCERIES	10,000	27,000	23,419						60,419
RECREATION + WORK	10,500	10,186	12,000		389	793	2,848	500	37,216
GARDENING		2,500	2,440			1,081			6,021
OFFICE SUPPLIES	512	2,159	2,354				6,796	2,000	13,821
PERSONNEL EXPENSE	200	500	100				1,001	101	1,902
POSTAGE	64	500	122				2,177	500	3,363
AUTO EXPENSE	3,500	6,000	6,433				21,128	2,500	39,581
ASSIST TO HOMELESS				95,400					95,400
LEGAL + ACCOUNTING								36,000	36,000
DUES + SUBSCRIPTIONS								4,000	4,000
OUTSIDE SERVICES								6,000	6,000
STAFF DEVELOPMENT								7,000	7,000
ALLOC ADMIN EXPENSE	58,724	48,621	59,426	27,012	10,805	5,402	62,127		270,117
TOTAL OPER EXPENSE	208,938	141,477	162,293	125,205	29,793	33,264	144,463	68,301	643,617
TOTAL PROG EXPENSE	436,216	338,325	402,048	233,473	29,793	33,264	400,290	270,117	1,873,408
	0	(1)	0	0	0	0	0	(270,117)	0

Exhibit C

Aug. 22 2003 03:37AM P2

FAX NO. : 6508510741

FROM : MATEOLODGE

MATEO LODGE, INC BUDGET FY 2003-2004 SALARIES  
AUGUST 22, 2003

	HUMBOLDT	CASSIA	WALLY'S	SUPPORT TEAM	DEXTER	POPLAR	REHAB	ADMIN	TOTAL SALARY
<b>PERSONNEL SALARIES</b>									
CHIEF EXECUTIVE OFFICER								82,056	82,056
FINANCIAL WIZARD								62,016	62,016
DIRECTOR OF SERVICE							33,000		33,000
PROGRAM DIRECTOR	26,004	26,004							52,008
PROGRAM DIRECTOR			49,224						49,224
SUPPORT TEAM COORDINATOR							31,846		31,846
CLINICAL DIRECTOR	28,064								28,064
CLINICAL DIRECTOR		28,566							28,566
CLINICAL DIRECTOR			28,025						28,025
HOUSE COORDINATOR			27,174						27,174
HOUSE COORDINATOR	27,174								27,174
SHELTER+CARE COORDINATOR							34,109		34,109
CASE MANAGER (1.00)							32,446		32,446
CASE MANAGER (1.00)				33,328					33,328
CASE MANAGER (1.00)				16,664			16,664		33,328
CASE MANAGER (1.00)				8,332			24,996		33,328
CASE MANAGER (.25)				8,332					8,332
CASE MANAGER (.25)				8,332					8,332
COUNSELOR (1.00)	26,973								26,973
COUNSELOR (1.00)			25,482						25,482
COUNSELOR (1.00)		28,496							28,496
COUNSELOR (1.00)		25,482							25,482
COUNSELOR (1.00)	19,800								19,800
COUNSELOR (1.00)	19,800								19,800
COUNSELOR (1.00)		12,741	12,741						25,482
HOUSE CLEANER (1.00)		12,000	12,000						24,000
MAINTENANCE (1.00)	14,200		14,220						28,420
<b>TOTAL PERSONNEL</b>	<b>162,015</b>	<b>133,289</b>	<b>168,866</b>	<b>74,988</b>			<b>173,061</b>	<b>144,072</b>	<b>856,291</b>

Aug. 22 2003 03:36AM P3

FAX NO. : 5526510741

FROM : MATEOLODGE

PAGE.03

5526510741

AUG 22 2003 15:15

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.

Ian Adamson

Name of 504 Person - Type or Print

Mateo Lodge Inc

Name of Contractor(s) - Type or Print

420 Cassia

Street Address or PO Box

Redwood City

City

CA

State

94063

Zip Code

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

8/28/03

Date

I. D. Adams C.E.O

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: Mateo Lodge, Inc.  
Contact Person: Ian Adamson  
Address: 420 Cassia Street  
Redwood City, CA 94063  
Phone Number: 363-8125 Fax Number: 851-0741

### 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 28 day of AUGUST, 2008 at SAN MATEO, CA  
(City) (State)

I. D. [Signature]  
Signature

IAN ADAMSON  
Name (Please Print)

C.E.O.  
Title

[REDACTED]  
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: August 27, 2003

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Liz Kauk, Mental Health Services/PONY #MLH 322

CONTRACTOR: Mateo Lodge, Inc.

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:	<u>\$1,000,000</u>
Worker's Compensation:	<u>YES</u>

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

REMARKS/COMMENTS:

Priscilla Morse  
SIGNATURE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2003

PRODUCER (949)263-8606 FAX (949)263-8646  
PIA/Anthem Insurance Services  
18818 Teller Ave #100  
Irvine, CA 92612

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		NAIC #
INSURER A:	Nonprofits Insurance Alliance	
INSURER B:	State Compensation Ins. Fund.	
INSURER C:		
INSURER D:		
INSURER E:		

INSURED Mateo Lodge  
846 Portola Road, Suite #B  
Portola Valley, CA 94028

### 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 ADD'L 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	2003-07590-NPO	07/01/2003	07/01/2004	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OF AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2003-07590-NPO	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 AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	2003-07590-UMB-NPO	07/01/2003	07/01/2004	EACH OCCURRENCE	\$ 2,000,000
					AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	169943502	09/01/2002	09/01/2003	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Proof of Insurance.

\*10 Day notice of cancellation applies in the event of non-payment of premium.

### CERTIFICATE HOLDER

### CANCELLATION

San Mateo County Mental Health  
225 W. 37th Ave.  
San Mateo, CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Beth Tran*



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 08/28/2003
PRODUCER (949)263-8606 FAX (949)263-8646 PIA/Anthem Insurance Services 18818 Teller Ave #100 Irvine, CA 92612		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.
INSURED Mateo Lodge 846 Portola Road, Suite #B Portola Valley, CA 94028		INSURERS AFFORDING COVERAGE NAIC # INSURER A: Nonprofits Insurance Alliance INSURER B: State Compensation Ins. Fund. 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 ACCT/ 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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2003-07590-NPO	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
		GENERAL AGGREGATE \$ 2,000,000			PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2003-07590-NPO	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 \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	2003-07590-UMB-NPO	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 2,000,000
					AGGREGATE \$ 2,000,000
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	169943503	09/01/2003	09/01/2004	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Proof of Insurance.

\*10 Day notice of cancellation applies in the event of non-payment of premium.

<b>CERTIFICATE HOLDER</b>  San Mateo County Mental Health 225 W. 37th Ave. San Mateo, CA 94403	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> 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 INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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