

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
PENINSULA NETWORK OF MENTAL HEALTH CLIENTS**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"  
and PENINSULA NETWORK OF MENTAL HEALTH CLIENTS, 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 hereinafter 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  
Exhibit C—Budget

**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 HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS (\$199,832).

**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) **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; 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 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 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. 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:**  
Mental Health Services Division  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**  
Peninsula Network of Mental Health Clients  
19 West 41<sup>st</sup> Avenue  
San Mateo, CA 94403

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

PENINSULA NETWORK OF MENTAL HEALTH CLIENTS

Deborah Anne Tom  
Contractor's Signature

Date: October 1, 2003

## **Exhibit "A"**

### **PENINSULA NETWORK OF MENTAL HEALTH CLIENTS: 2003 - 2004**

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

- I. Contractor shall staff and manage peer support programs for adult mentally ill consumers in San Mateo County. Contractor shall provide services described below in a manner consistent with the terms and provisions of this Agreement.
  - A. Operate two (2) consumer drop-in centers known as Network North located at North County Mental Health (NCMH) and Miller Center Central located at Central County Mental Health (CCMH).
  - B. Network North at NCMH will operate a minimum of one (1) day a week and Miller Center Central (CCMH) will operate two (2) days a week. Hours at Network North are 11:00 AM- 3:00 PM on Wednesdays. Hours at Miller Center Central are 11:30-3:30 PM Wednesday and Friday.
  - C. The drop-in centers will be available to consumers at least one hundred forty-five (145) times between July 1, 2003 and June 30, 2004. Drop-in center hours are variable.
  - D. Contractor will coordinate and staff drop-in centers and programs offered at the Peninsula Network sites. Contractor staff will check in with a designated NCMH and CCMH staff member upon arrival between 11:30 a.m. and 12:00 noon, and when leaving between 3:45 and 4:00 p.m.
  - E. Contractor will be responsible for the set-up and clean up of the rooms at NCMH and CCMH.
  - F. Contractor will offer at least forty-six (46) movie nights or other socialization programs at each site between July 1, 2003, and June 30, 2004. Currently, Network North has Movie Night from 4:30-9:00 PM on Friday evenings and Miller Central operates a Movie Night on Saturday evenings from 4:30-9:00 PM.
  - G. Contractor shall provide a minimum of six (6) skill groups and/or educational groups weekly. This shall include two (2) weekly Dual Recovery Anonymous groups.
  - H. Contractor will provide, on a monthly basis, a schedule reflecting program activities and weekly count of participants.



- I. Contractor will provide monthly program expense detail reports with the submission of monthly invoices for payment.
- J. Contractor will retain the services of an accountant and a bookkeeper throughout the term of this agreement.
- K. Executive Director shall participate in supervisory training sponsored by County at least once during the term of this agreement.
- L. Board members shall participate in County designed and sponsored training specific to their board duties and responsibilities at least once during the term of this agreement.

## II. GOALS AND OBJECTIVES

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

### 1. Program Capacity and Enhancement Goals

Goal 1: Contractor shall increase unduplicated attendance in programs by 15%.

Goal 2: Contractor shall offer at least three (3) weekly educational sessions at each center during the program year.

Objective 1: Offer two (2) one (1) hour Dual Recovery Anonymous support groups.

Objective 2: Offer one (1) one (1) hour weekly "Your Spiritual Voice" incorporating Dual Recovery Anonymous practices.

## **Exhibit "B"**

### **PENINSULA NETWORK OF MENTAL HEALTH CLIENTS: 2003 - 2004**

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

- A. Contractor shall be paid SIXTEEN THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND SIXTY-SEVEN CENTS (\$16,652.67) per month for a contract total not to exceed ONE HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS (\$199,832).
- B. 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.
- C. Budget modifications may be approved by the Director of Health Services or her designee, subject to the maximum amount set forth in Section 3. of this Agreement.
- D. In the event Contractor claims or receives payment from County for 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 this option, County may offset the amount disallowed from any payment due or become due to Contractor under the Agreement or any other agreement.
- E. 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 Report/Data Collections (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.
- F. 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.

- E. Contractor may not employ any persons 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.
- F. Payment shall be made by invoice based upon the actual costs in the categories identified in the budget for the provision of these services. The Annual 2003-2004 Budget is attached and incorporated into this Agreement as Exhibit C.
- G. Contractor may rollover unspent funding from the County according to the following procedures.
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 first succeeding fiscal year, contractor may make subsequent request(s) to rollover the unspent funds to the succeeding fiscal year(s) 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 fiscal year in which rollover funds are spent, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

#### H. RESTRICTIONS AND USES FOR SAMHSA GRANT FUNDS

1. Funding must be used according to the following criteria.
  - a. Services must be provided to residents principally residing in a defined geographic area (referenced to as service areas).
  - b. Outpatient services, including specialized outpatient services for children, the elderly, individuals with a serious mental illness, and residents of the service areas of the centers who have been discharged from inpatient treatment at a mental health facility.
  - c. 24-hour-a-day emergency care services.
  - d. Day treatment or other partial hospitalization services, or psychosocial rehabilitation services.
  - e. Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission.
  - f. Mental health services of the center are available and accessible promptly, as appropriate and in a manner that preserves human dignity and assures continuity and high quality care.
2. Funds may not be expended for the following purposes.
  - a. To provide inpatient services.
  - b. To make cash payments to intended recipients of health services.

- c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment.
- d. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.
- e. To provide financial assistance to any entity other than a public or nonprofit private entity.

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.

DEBORAH ANNE TAN

Name of 504 Person - Type or Print

Peninsula Network of Mental Health Clients

Name of Contractor(s) - Type or Print

19 West 41<sup>st</sup> Avenue

Street Address or PO Box

San Mateo

City

CA

State

94403

Zip Code

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

October 1, 2003

Date

Deborah Anne Tan

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: Peninsula Network of Mental Health Clients  
Contact Person: Deborah Tan  
Address: 19 West 41<sup>st</sup> Avenue  
San Mateo, CA 94403  
Phone Number: 650-571-0616 Fax Number: 650-571-1398

### 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 \_\_\_\_\_ and expires on \_\_\_\_\_.

### 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 1 day of October, 2003, at San Mateo, CA.  
(City) (State)

Deborah Anne Tan  
Signature

DEBORAH ANNE TAN  
Name (Please Print)

Executive Director  
Title

**Peninsula Network of Mental Health Clients  
Exhibit C  
Budget 2003 - 2004**

**Salaries**

Exec. Director	\$44,100
Supervisors	\$22,148
Consumer Specialists	\$29,518
Expanded staffing and benefits	\$40,650
<b>Sub Total</b>	<b>\$136,416</b>

**Operating Expenses**

Program Expenses	\$13,000
Accountant	\$7,000
Bookkeeper	\$3,000
Payroll expenses	\$1,800
Rent	\$14,300
Insurance	\$4,000
Utilities	\$1,664
Telephones	\$9,000
Equipment	\$3,000
Office supplies	\$1,800
Printing	\$460
Postage	\$3,600
Office Water	\$552
CA Water dept.	\$240
<b>Sub Total</b>	<b>\$63,416</b>
<b>Total</b>	<b>\$199,832</b>



COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: September 12, 2003

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Mary Vozikes, Mental Health Services/PONY #MLH 322

CONTRACTOR: Peninsula Network of Mental Health Clients

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: No

DUTIES (SPECIFIC):

COVERAGE:

Comprehensive General Liability:	\$1,000,000
Motor Vehicle Liability:	\$0
Professional Liability:	\$0
Worker's Compensation:	\$Yes

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

REMARKS/COMMENTS:

Priscilla Morse  
SIGNATURE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2003

PRODUCER (415)898-1600 FAX (415)898-3922  
Anixter & Oser  
License 0381547  
205 San Marin Dr  
Novato, CA 94945-1227

THIS CERTIFICATE IS ISSUED AS A MAT-  
ONLY AND CONFERS NO RIGHTS UPON  
HOLDER. THIS CERTIFICATE DOES NOT  
ALTER THE COVERAGE AFFORDED BY I

ION  
OR  
W.

INSURED Peninsula Network Of Mental Health Clients  
DBA: New Horizons  
19 West 41st Avenue  
San Mateo, CA 94402

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits Ins Alliance of CA	
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 ADD'L ITR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	200302485	08/01/2003	08/01/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	X	AUTOMOBILE LIABILITY <input 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	200302485	08/01/2003	08/01/2004	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/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				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  
Certificate holder is named as additional insured per form CG 2026.

\*Exception is 10 day notice of cancellation for non payment of premiums.

## CERTIFICATE HOLDER

San Mateo County Mental Health  
Attn: Debbie Jaeger  
225 37th Avenue  
San Mateo, CA 94403

## CANCELLATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED--DESIGNATED PERSON  
OR ORGANIZATION**

**This endorsement modifies insurance provided under the following:**

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

**COUNTY OF SAN MATEO, its officers, agents, employees & volunteers**

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

This Insurance shall be primary and not contributing with any other insurance in effective for the additional insured, but only to the extent of liability resulting from occurrences arising out of negligence of *the named insured and/or its wholly owned subsidiaries.*

This insurance shall not be canceled before the expiration date without giving the additional insured named above 30 days notice of cancellation except for 10 day notice of cancellation for non-payment of premiums.

**STATE**  
COMPENSATION  
INSURANCE

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**FUND CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 10-07-2003

GROUP:  
POLICY NUMBER: 1699683-2003  
CERTIFICATE ID: 2  
CERTIFICATE EXPIRES: 10-04-2004  
10-04-2003/10-04-2004

SAN MATEO COUNTY MENTAL HEALTH ADMIN  
225 37TH AVE  
SAN MATEO CA 94403

OFFICIAL STATE FUND DOCUMENT

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance 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.

AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

OFFICIAL STATE FUND DOCUMENT

EMPLOYER

PENINSULA NETWORK OF MENTAL HEALTH CLINTS (A  
NON-PROFIT CORP).  
19 41ST AVE  
SAN MATEO CA 94403

OFFICIAL STATE FUND DOCUMENT