

**STANDARD AGREEMENT**

STD. 213 (NEW 02/98)

Agreement Number	Amendment Nbr.
04-74121-000	

1. This Agreement is entered into between the State Agency and the Contractor name below:

State Agency's Name:

**Department of Mental Health**

Contractor's Name:

**San Mateo County Mental Health**

2. The Term of this Agreement is: **July 01, 2004 Through June 30, 2007**

3. The maximum amount of this agreement is: **\$180,000.00**  
**One Hundred Eighty Thousand Dollars And No Cents**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work	Page(s)	3
Exhibit B - Budget Detail and Payment Provision	Page(s)	5
* Exhibit C - General Terms and Conditions	Form:	GTC 304 Dated 3/1/2004
Exhibit D - Special Terms and Conditions	Page(s)	8

\*View at: <http://www.ols.dqs.ca.gov/Standard+Language/default.htm>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

**San Mateo County Mental Health**

BY *(Authorized Signature)*

DATE SIGNED

~~Mark Church, President Board of Supervisors~~  
 PRINTED NAME AND TITLE OF PERSON SIGNING

**Gale Bataille, MSW, Director**

ADDRESS **225 37th Avenue**

**San Mateo, CA 94043**

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Mental Health**

BY *Authorized Signature*

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS **1600 9th Street**

**Sacramento, CA 95814**

California <b>Department of General Services</b> Use Only
(Empty space for stamp or signature)

## EXHIBIT A

### SCOPE OF WORK

1. The contractor, hereafter known as, San Mateo County agrees to provide to mental health services to assist people with AIDS as described herein:

The purpose of this contract is to provide AIDS/HIV related mental health services to residents of San Mateo County through designated subcontractors. These coordinated services include counseling intervention, cultural and ethnic specific services, psychiatric consultation and medication services.

2. The services shall be provided during regular business hours, Monday through Friday, except holidays,
3. The project representatives during the term of this agreement will be:

Department of Mental Health	San Mateo County
Harold Curtis, AIDS Project Coordinator	Gale Bataille, MSW Director
Systems of Care/ Adult Programs Policy	
1600 9 <sup>th</sup> Street, Room 100 Sacramento, CA. 95814	225 37 <sup>th</sup> Avenue San Mateo, CA 94043
(916) 654-1206	(650) 573-2641
Fax: (916) 654-5591 hcurtis@dmhhq.ca.us	FAX (650) 654-1206 jklyver@co.sanmateo.ca.us

4. Program Evaluation

The contractor will prepare and submit annual program report to the State Department of Mental Health by June 30, 2005, June 30, 2006, and June 30, 2007. The format and content of the annual report will be as required by DMH. DMH reserves the right to modify these requirements during the term of the agreement.

5. Detailed description of work to be performed is referenced in pages 2-3 of Exhibit A.

## EXHIBIT A

### SCOPE OF WORK

#### SCOPE OF WORK/OVERVIEW

The Mental Health AIDS Project for 2004/2007 will include the following services:

- I. Counseling Intervention – Direct, time-limited counseling for persons affected by, and/or recently diagnosed as having HIV/AIDS.
- II. Cultural and Ethnic Specific Services – Group, family and individual services targeting specific ethnic populations.
- III. Psychiatric consultation, medication services to the San Mateo County AIDS Clinics.

#### SERVICES, OBJECTIVES & PROJECTED UNITS OF SERVICE

##### I. Counseling Intervention

Services Direct, time-limited counseling for persons (and their families) diagnosed with HIV/AIDS. Clients will include individuals with AIDS-related mental health needs. Services provided at various sites throughout San Mateo County.

Objective 2004-2007  
To provide up to nine hundred and twenty-eight (928) hours of individual ongoing counseling/therapy services, and two hundred and nine (209) hours of group counseling/therapy services per year.  
*Change: The number of hours allocated to each type of service has been adjusted to match client need.*

##### II. Cultural and Ethnic Specific Services

Services Spanish Speaking counseling/therapy for San Mateo County residents.

Objective To provide up to one hundred and twenty (120) hours of monolingual counseling/therapy.

III. Psychiatric Consultation

Services Psychiatric consultation, diagnostic and medication evaluation services to the San Mateo County AIDS clinics.

Objective To provide up to one hundred and four (104) hours of psychiatric services.

*Change: The number of hours of coverage has been decreased as physician costs have increased.*

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT:**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoice(s) shall include the DMH agreement number, dates of services performed and cost by major cost categories of salaries, wages, fringe benefits, supplies and expenses, participant support costs, travel and indirect costs. Invoice(s) shall be submitted on Contractor's letterhead signed by authorized representative, in duplicate, not more frequently than monthly in arrears to:

Department of Mental Health  
Systems of Care  
1600 9th Street, Sacramento, CA 95814  
Attention: Harold Curtis

**2. BUDGET CONTINGENCY CLAUSE:**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provision of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. BUDGET:**

Charges/rates shall be computed in accordance with the following budget on page 2 of Exhibit B. The cost of each major budget category may vary up to 15% within each Fiscal Year (FY) without DMH approval so long as the total amount budgeted for the FY is not exceeded.

**4. PROMPT PAYMENT CLAUSE:**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## EXHIBIT B

### BUDGET DETAIL AND PAYMENT PROVISION

#### BUDGET

July 1, 2004 - June 30, 2005

BUDGET ITEM	SALARY & BENEFITS	% TIME	TOTAL AMOUNT
<b>Personnel Cost</b>			
Physician	\$ 8,736	0.05	
Director Program Services	\$ 7,677	0.25	
Social Worker III	\$13,029	0.15	
Social Worker III	\$13,029	0.15	
Social Worker III	\$13,029	0.15	
<b>Total Personnel Costs</b>			<b>\$55,500</b>
<i>Changes: 1) Mental health clinician supervision has been eliminated.</i>			
<i>2) Percentage of physician FTE has decreased as costs have increased.</i>			
<b>Operational Costs</b>			
Agency Administration	\$ 4,500		
<b>Total Operational Costs</b>			<b>\$ 4,500</b>
<i>Changes: Administrative rate has increased to 7.5%</i>			
<b>TOTAL AMOUNT 2004-05</b>			<b>\$60,000</b>

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISION**

**BUDGET**

July 1, 2005 - June 30, 2006

BUDGET ITEM	SALARY & BENEFITS	% TIME	TOTAL AMOUNT
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**Personnel Cost**

Physician	\$ 8,736	0.05	
Director Program Services	\$ 7,677	0.25	
Social Worker III	\$13,029	0.15	
Social Worker III	\$13,029	0.15	
Social Worker III	\$13,029	0.15	

**Total Personnel Costs** \$55,500

*Changes: 1) Mental health clinician supervision has been eliminated.*

*2) Percentage of physician FTE has decreased as costs have increased.*

**Operational Costs**

Agency Administration \$ 4,500

**Total Operational Costs** \$ 4,500

*Changes: Administrative rate has increased to 7.5%*

**TOTAL AMOUNT 2005-06** \$60,000

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISION**

**BUDGET**

July 1, 2006 - June 30, 2007

BUDGET ITEM	SALARY & BENEFITS	% TIME	TOTAL AMOUNT
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**Personnel Cost**

Physician	\$ 8,736	0.05	
Director Program Services	\$ 7,677	0.25	
Social Worker III	\$13,029	0.15	
Social Worker III	\$13,029	0.15	
Social Worker III	\$13,029	0.15	

**Total Personnel Costs** \$55,500

*Changes: 1) Mental health clinician supervision has been eliminated.  
2) Percentage of physician FTE has decreased as costs have increased.*

**Operational Costs**

Agency Administration \$ 4,500

**Total Operational Costs** \$ 4,500

*Changes: Administrative rate has increased to 7.5%*

**TOTAL AMOUNT 2006-07** \$60,000



**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISION**

**BUDGET SUMMARY**

July 1, 2004 - June 30, 2007

BUDGET ITEM	YEAR I	YEAR II	YEAR III
<b>Personnel Cost</b>			
Physician	\$ 8,736	\$ 8,736	\$ 8,736
Director Program Services	\$ 7,677	\$ 7,677	\$ 7,677
Social Worker III	\$13,029	\$13,029	\$13,029
Social Worker III	\$13,029	\$13,029	\$13,029
Social Worker III	\$13,029	\$13,029	\$13,029
<b>Total Personnel Costs</b>	<b>\$55,500</b>	<b>\$55,500</b>	<b>\$55,500</b>
<b>Operational Costs</b>			
Administration	\$ 4,500	\$ 4,500	\$ 4,500
<b>Total Operational Costs</b>	<b>\$ 4,500</b>	<b>\$ 4,500</b>	<b>\$ 4,500</b>
<b>TOTAL AMOUNT PER YEAR</b>	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$60,000</b>
<b>GRAND TOTAL (3 YEARS)</b>			<b>\$180,000</b>

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

- A. **SUBCONTRACTS.** Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for bid, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments, in addition to any other relevant terms and conditions.
- B. **PUBLICATIONS AND REPORTS.** If publications and reports are provided for in the Contract, Contractor shall:
1. Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final State approval.
  2. Furnish two copies of each publication and report required plus one reproducible original.
  3. Illustrations, maps and graphs in summaries and publications and reports shall be developed in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.
  4. Graphs, illustrations and printed materials shall be printed in a single color throughout each publication unless prior State approval is granted.
  5. Contractor's name shall appear only on the cover and title page of publications and reports and summaries. Covers and title pages will read as follows:

**DEPARTMENT OF MENTAL HEALTH  
TITLE  
By (Contractor)**

6. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. DMH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
  7. If the publication and/or report is prepared by non-employees of the Department, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code Section 7550).
- C. **PROGRESS REPORTS.** If progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to Contract Manager. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and be available to meet with State representatives to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
- D. **PRESENTATION.** Upon request, Contractor shall meet with the State to present any findings, conclusions and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report must be completed on or before the date indicated in the Contract.
- E. **FISCAL RECORDS.** Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed and to hours of employment in performance of this Contract by any employee of Contractor for which the State is billed. In addition, Contractor shall establish accounting procedures subject to State approval--or the State shall approve existing procedures--and the Contractor shall maintain for at least three years books, papers, records, documents, and other evidence sufficient to determine the costs and hours spent fulfilling the terms of this Contract and related incidental tasks. Contractor shall allow State representatives to review any of these materials.

F. DEPARTMENT OF MENTAL HEALTH STAFF. Department of Mental Health staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, Department of Mental Health staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

G. CONFIDENTIALITY OF DATA AND DOCUMENTS.

1. Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Contract Manager.
2. Permission to disclose information or documents on one occasion or at public hearings held by the Department of Mental Health relating to the same shall not authorize Contractor to further disclose such information or documents on any other occasion.
3. Contractor will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the Department of Mental Health's actions on the same, except to the Department of Mental Health staff, Contractor's own personnel involved in the performance of this Contract, at a public hearing, or in response to questions from a legislative committee.
4. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
5. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.
6. After any data or documents submitted has become a part of the public records of the State, Contractor may, if it wishes to do so, at its own expense and upon approval by the Contract Manager, publish or utilize the same but shall include the following legend:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of Mental Health, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

H. PROVISIONS RELATING TO DATA.

1. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
2. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Contract and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Contract is commenced.
3. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this

Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

4. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
  5. "Generated data" shall be the property of the State unless and only to the extent that it is specifically provided otherwise herein.
  6. The title to Contractor's proprietary data shall remain in the Contractor's possession throughout the term of this Contract and thereafter. As to generated data which is reserved to the Contractor by express terms of this Contract and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three years after receipt by the State of the final report or termination of this Contract and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Contract, whichever is later.
  7. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify State of any such contemplated action; and State may within 30 days after said notification determine whether it desires said data to be further preserved and, if State so elects, the expense of further preserving said data shall be paid for by the state. Contractor agrees that State shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Contract, and Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.
- I. **APPROVAL OF PRODUCT.** Each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud, mistake or arbitrariness.
- J. **SUBSTITUTIONS.** Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager's prior written approval.
- K. **NOTICE.** Notice to either party may be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.
- L. **WAIVER.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.
- M. **GRATUITIES AND CONTINGENCY FEES.** The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract, provided that the existence of the facts upon which the State makes such findings that shall be an issue may be reviewed in any competent court.

In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- N. **INSURANCE.** Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same; and

Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to State satisfactory evidence thereof upon request by State.

- O. **CONTRACT IS COMPLETE.** Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.
- P. **CAPTIONS.** The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do no purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
- Q. **PUBLIC HEARINGS.** If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor will make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. State will reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.
- R. **EQUAL EMPLOYMENT OPPORTUNITY.** If this Contract provides for payment in excess of \$10,000 during the performance of this Contract, the Contractor agrees to comply with the provisions of Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 CFR Part 60)
- S. **DVBE.** Unless specifically waived by the Deputy Director of Administrative Services of the Department of Mental Health, Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.
- T. **FORCE MAJEURE.** Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God, interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause of delay,. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
- U. **PERMITS AND LICENSES.** The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Contract. If any

conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

- V. **LITIGATION.** The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the contractor must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the State.
- W. **SEVERABILITY.** If any provision of this Contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract and remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed to be severable.
- X. **DISPUTES.** Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the DMH Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Department of Mental Health's Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of Mental Health, 1600 9th Street, Room 150, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Deputy Director of Administrative Services shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Deputy Director of Administration shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision. Pending the final decision by the Deputy Director of Administration or his/her designee, the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, will excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq., and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

- Y. **PUBLIC CONTRACT CODE.** Contractor is advised that provisions of Public Contract Code Sections 10355 through 10382 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Contract.
- Z. **EVALUATION OF CONTRACTOR'S PERFORMANCE.** The Contractor's performance under this Contract will be evaluated by the State after completion of the contract. A copy of the written evaluation will be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.
- AA. **TRAVEL.** Contractor's headquarters for purposes of payment of travel shall be the city designated in the signature block unless otherwise specified in the contract.

For travel necessary to the performance of this Contract, contractor shall use and submit travel reimbursement forms provided by DMH. All reimbursements shall be made in accordance with, and shall not exceed the rates authorized by, the State Administrative Manual and the Policies and Procedures of the Department of Mental Health (DMH). All requests to exceed any base reimbursement rate established in the State Administrative Manual or the Policies and Procedures of DMH must be made and approved prior to the date of travel and must be submitted in writing to the State's Contract Manager.

- BB. **PRIORITY HIRING CONSIDERATIONS FOR CONTRACTS EXCEEDING \$200,000.** If the resulting contract will have a total contract value of \$200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining Contract, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

CC. TERMINATION. Unless otherwise specified, either party may terminate this Contract by giving 30 days written notice to the other party. The notice of termination shall specify the effective date of termination.

Upon the Contractor's receipt of notice of termination from the State, and except as otherwise directed in the notice, the Contractor shall:

1. Stop work on the date specified in the notice.
2. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Contract up to effective date of termination.
3. Terminate all orders and subcontracts;
4. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
5. Deliver or make available to DMH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Contract, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Contract shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplies, and expenses incurred pursuant to this Contract prior to the effective date of termination.

DD. CLIENT CONFIDENTIALITY.

1. For contract involving clients and information regarding clients, the Contractor shall protect from unauthorized disclosure, Individually Identifiable Personal Information (IPI), which includes, but is not limited to; client name, social security number, birth date, and any other identifying information concerning persons receiving services pursuant to this contract, except for statistical information not identifying any client. Client is defined as "those persons receiving services pursuant to a Department of Mental Health funded program." Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.
2. Contractor shall promptly transmit to the State all requests for disclosure of such identifying information not emanating from the client.
3. Contractor shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the State without prior written authorization from the State.
4. For purposes of this section, identity shall include but not be limited to name, identifying number, symbol or other identifying piece of information assigned to the individual, such as a finger or voice print or a photograph which can be used to identify the individual person.
5. Notification of Electronic Breach. During the term of this Agreement, the contractor agrees to notify DMH immediately upon discovery of any breach of security of IPI in computerized form if the IPI was, or is reasonably believed to have been, acquired by an unauthorized person. Notification shall be made to the DMH Contract Manager within one business day. Written notice shall be provided to the DMH Contract Manager within two (2) business days of discovery. The Contractor shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. The Contractor shall investigate such breach and provide a written report of the investigation to the DMH Contract Manager within thirty (30) working days of the discovery of the breach at the address below:

California Department of Mental Health  
Attention: (Contract Manager)  
1600 9th Street  
Sacramento, CA 95814

EE. CONFLICT OF INTEREST CERTIFICATION

In accordance with State laws and Departmental policy, no employees (including contractors) shall participate in incompatible activities which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the Department's Conflict of Interest Code to file statements of economic interest. Employees whose positions have been designated will be notified by the department if a statement is required.

In signing this contract, I certify that I have read and understand the following:

GOVERNMENT CODE 19990

A state officer or employee shall not engage in any employment, activity, or enterprise, which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee.

Each appointing power shall determine, subject to approval of the department, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to all of the following:

1. Using the prestige or influence of the state or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
2. Using state time, facilities, equipment, or supplies for private gain or advantage.
3. Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
4. Receiving or accepting money or any other consideration from anyone other than the state for the performance of his or her duties as a state officer or employee.
5. Performance of an act in other than his or her capacity as a state officer or employee knowing that the act may later be subject, directly or indirectly to the control, inspection, review, audit, or enforcement by the officer or employee.
6. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.
7. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his or her full time, attention, and efforts to his or her state office or employment during his or her hours of duty as a state officer or employee.

FF. Use of State Funds

Contractor, including its officers and members, shall not use funds received from DMH pursuant to this contract to support or pay for costs or expenses related to the following:

1. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,



2. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit the expression of the views, opinions, or positions of any members of Contractor as individual, private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

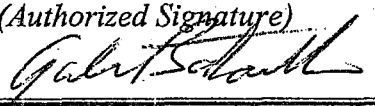
(Added by Stats. 1981, c230. Amended by Stats. 1986, c1344.)

Rev. Sep-04

CCC-304-A

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> SAN MATEO COUNTY MENTAL HEALTH SERVICES		<i>Federal ID Number</i> 94-6000-532
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Gale Bataille MSW, Director Mark Church President, Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> San Mateo	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the

following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: October 4, 2004

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

CONTRACTOR: State Department of Mental Health

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC):

COVERAGE:

Comprehensive General Liability:	\$ <u>0</u>
Motor Vehicle Liability:	\$ <u>0</u>
Professional Liability:	\$ <u>0</u>
Worker's Compensation:	\$ <u>0</u>

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

REMARKS/COMMENTS: Please waive.

Priscilla Morse  
SIGNATURE