

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

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_  
**2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"**  
and the Mental Health Association of Alameda County hereinafter called  
"Contractor";

**WITNESS ETH:**

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 patients' rights advocacy 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  
Exhibit C—Budget 2004-05  
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 HUNDRED FORTY-NINE THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS (\$149,248).

#### **4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004 through June 30, 2005.

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 States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

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

Louise Rogers, Deputy Director for Operations  
Mental Health Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

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

Stephen Bischoff  
~ 60<sup>th</sup> Street, Suite 10  
Oakland, CA 94608

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

COUNTY OF SAN MATEO

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

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board  
Mental Health Association of Alameda County

\_\_\_\_\_  
Contractor-Sign t r

Date: ~ \_\_\_\_\_ **z~~b~r**

Long Form Agreement/Non Business Associate

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.

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

\_\_\_\_\_  
Date

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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.”

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- a. Ensure that recipients of mental health services in all licensed health and community care facilities are notified of their rights. Provide written information to administrators of all licensed residential care facilities to ensure that their residents are informed of patients'/residents' rights. Respond to questions and/or requests for additional information from administrators, residents, and mental health clients and provide them with written information as needed.
  - b. Contractor will provide a toll-free 800 phone number, which will, be listed on all Patient's Rights handbooks, posters and other materials produced for these services. **Contractor** will utilize an answering machine to provide 24 hour/7day a week message capacity.
  - c. Contractor will provide Patients' Rights Handbooks. and posters, as needed to five (5) inpatient mental health facilities in San Mateo County. Contractor will work in consultation with program manager in developing new patient's rights materials for distribution in San Mateo County.
  - d. Deliver outreach services to the community-at-large and vulnerable populations as resources allow.
4. Once per year, and in response to requests, provide training to staff of inpatient mental health facilities regarding patients' rights laws, regulations, and policies (Cal. Welf. & Inst. Code §5520(c), Cal. Code Regs. tit. 9 §863.2).
  5. Four times annually provide training for interested mental health clients in advance directives and how they may be used in mental health treatment.
  6. Represent patients at Certification Review Hearings (conducted pursuant to section 5250 of the Welfare and Institutions Code), Capacity (Riese) Hearings, and/or independent reviews. There are two scheduled hearing calendars per week at Sequoia Hospital, the Veteran's Administration, Mills-Peninsula Hospital, and the San Mateo Medical Center. Contractor will have access to, and obtain, legal consultation for all hearing related situations, as necessary.
    - a. Certification Review Hearing Representation services shall include the following:

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esieA!p o~Seo!AJes iueiedwoo AlIBinilno ep!AOJd ~ JO~0BJ1U03  
:6u~J4B~s

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,s~ue!4ede~e~sq~q~~M~e~edooUB uo!~BWJOJU!e6uBqox~

6u!JeeH A~!oedeOeq~6upnp PUB 01 JO!Jd  
s6u!pe000id eq~4B uo!1B~ueseJdeJeJ!nbei seseo  
esoq~S1ue!~Bdij Tde~eq I~B~sJooeJ IBuoR!PpV  
s6uuBeH A~!0BdBO JoJ suo!~ed Jo s~oefqns  
SB pe~.iode~S4ue!~Bd 118 Jo spiooei UB;U!e~ (g

~sseooi6u!JeeH A~!08dBOeq~PUB 'suo!Teo!pew  
O!~oq0ASd!~UB~noq~ ~uesuoopew~oju~S~q6~J  
~!e~6u!pJB6eJ 6U!JBeH A~!0BdBO B JO~uo!~qe~  
B Jo s4oe[qns eq /~BWOqM slue!led O~UO!TBWJ0Ju!  
6u!p!AOJd epnloU! IIBIIS S!qj pepeeu SB S~Ue!4Bd  
IIB o~ pep!AoJd eq ~ 's6upBe~ A1!oedBO  
IB Uoi~B~ueseJdeJBfl~0B UBq~ ~eq~o's6u!JBeH  
/~!0BdB3 JO~ eouB~sissB PUB seO!AJ8S ~ (j7

~uoisioep6uuBeH /~!0BdBO  
eq~40 Me!AOJ oAOU ep B o~~q6~Jeq~u!BldX~ (c

~uoi~B~ueSealubq ep!AoJd

~sseooi6uuBeH k~!oBdBOeq~UB sseooi  
iuesuoo peWJO4U! eq~40 6u~pue~sJepuAS!SSB~  
s6uuBeHA~i3BdB3u!AieoeJ s~ue~!edl~!M~ee~ (~.

:spodei 6u!MOllOJ eq-ep!AoJd 1!IM .1013BJ-U03

~eeu6!sejeq Jo JOT0eJ!a  
 I.fllBOH IBW0~eq~Cp~senbeiieuuew pue WJOJ ~Lfl u! IITIBOH  
 IBTU3~04 pe~~wgrsq IIBLIS JO~BJ~U00q~W0J4 s~JodeJ6Upo~~uow  
 ue1~uM ~0BJ~U00 5!t1~iepun eouewioped JoJ &iBsseoew peweep  
 SB SIB!Je4Bw ieq~o~UB 'spodei PUB i000ioid M9~A~4ouB!ldwoo  
 S~q6U ,s~ue!~eds~BWJOJ podei PUB uo!;oelloo B~8P 'SIO0o~oid  
 6U001!UOW SIJO10BJ~U00eq~'Aiesseoew SB U0 ~uewwoo~UB 'Me!AeJ  
 ~IB~seeu6!Sep ~eq~oJopeJ~ IB~UeV~eq~Se!ped peTseJeTu!  
 O~es~eiei.io uoqB~uewe~dwo~JO!Jd SWBJ6OJd 6U!U!BJ~pesodoid  
 PUB SUBId 'SIB!Je~Bw ue~!JMIIB eAoiddB ~UB Me~AeJ o~A4~Joq~nB  
 PUB :~q6~dq~u!B~eJll!M eeU6!sep ieq Jo JO~0~J!QllBeH IBWeV~Jeqj  
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 oe~B~u~ eij:~io~2Jd OVC 4° J~SB u!B~U!BW~ JO10BJTU00  
 ~SllBO

euoqd PUB S1UIBldWoo lue!lo o~esuodsei AleW!~ ep!AoJd  
 ~ t.IT!M AldWOO pue 'JeuuBw Alew!~  
 B u! s8SBO esop 'JeuUew IBRUeP!4U00 B u! ~JOM~SB0  
 ue~!JMe~eldwoo~UB ~uei~no~JBelo u!e~U!Bwo~e~q~  
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 ~ue!o!4oJdeo!~S!n6U!BTueTedwoo AllBJfl4flO

~sseooid

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 e~CPUB e~n~inæwnsuooUB siewnsuoo o~eA!~!SUS •0

~0BJ~U00

eq~q6noi~Pe~e!~O6e!SB SWBXO Aoue4edwoo ieq~o  
 JO/RUB ~seSdl UB SSBd o~e~q~ThB!Tuep~UBS~q6~J  
 ,SluollBd o~pe~ejeSenSS~pUB MBI e~qBo~JddB peu!BJl •q

~pe~4!p~~SB~~ pe~.iodeS~ue!~Bd~eqwnueq~  
:epnlou! O~spode~  
S6U!JBeH Me!Ae~uO~~e0~4qJ~~SB~~1UOW ~)-BW ~ JO~BJ~~O3

sesseoid  
Me!AeJ 6u!Sueo!l JO/RUB ~q6~SJeA~~A~~~!BnQq!lBeH IB1Ue~Me!AeJ  
ieed 40 pBd SB sse~6oidu! ~JB ~Bq~ 6u!Jo~!uow/uo!4B6!TseAU!  
40 SeJnpeoid AUB elBo!ldnp AllJeSSeoeuun  
Tou IIBLIS JO~0BJ1UOO Me!AeJ 51116!J ,swe!~Bd q6nojoq~  
Jo4 MOIB O~JO108J~UOOeq~O~papodei eq ABW sq~ee6u!pnlou!  
s~UeP!ousnoues Jo~oeJ~Jl~eH~WeV~eq 40 uo!~eJos!peq~

~pe~Bpu~~SB~~6u!sueofl  
eJe3 IfIIB8H o:~podei 0918 l1BIIS JO~0BJ~UOOeqj ~p81BpUBW  
SB Seo!AJes en!;oeloJd Pllqo PUB TfifPB O~podei isnw JO~BJ4UO3

se!~!l!oB4/swBJ6oJd  
woJJ ~RoeJ!p uoi4oeJJoo 40 Sued ~UB SUeld UO!40B  
'SUoqBpuewwoej A~!!l!oB4/wBJ6oJd u~qo o~q~~B~~SB~~ueVl  
4° ~ eq~eq ~ 4l . A1!!l!oB4/WBJ60Jd peJO~!UoW  
eq~40 JOTBJ~S!U!WPBeq~04 ~ eq~o~Jo!Jd 'AJBSseOeU  
SB 'esuodse~ep!AoJd PUB Me!AeJ JoJ eeu6!sep ~eq.io JopeJ~~J  
~ IBWeV~J eq~oi P~PJBMO4 eq l!lM 'suo~4epuewwoeJ  
~UB S6u!pU!4 e~~eu~~ap!qM 'spodei 6u!Jo~!Uo~

SISBq AIJepBnb B uo lueweAoidwl  
AT!IBnO 111IB~H IB1U~V~Io~pe~~wqnsq IIBLIS 601 ~NT  
40 AJBWWns V 1U!BldWoo eq~40 UO!~!SOdSl!pUB uo!~nlOSeJ~UB  
'pez!llln Jo pe!lnbei eie~seoinose~o!~S!n6u!!/leJn1Ino~eq~eq~  
'~U!BldWoo eq~o~pe~~s~~SB~~OB~UOOio sseoid eA!~B6!1seAu!  
I~UB'esuodsei ~oe~ep~~SB~~eq~peA~eoe.SBM Tu!eldwoo eq~e~~~SB~~eq~  
Sepnpul TBq:1 SIU!BldWOO 40 601 B U!BU!BW ~ JO~0BJ~UOOeqj

~ie6euewWBJ60Jd seo!AJeS q~leeHBW~V~J  
o~ueseq IIBIIS spodei eseqjo SeldOO P998 UO~0e59 ~lOfIJV  
'6 ORLL u! peu!l~noSTueweJ!nbei 6UqJOdeJ q~~MouB!ldwoo u!  
'JepBnb eq~jo pue eq~jo SABp (OC) Ap~q~q~q~MeeHB1UOV~JJo  
IUewpedea ~ eq~q~!M~spodei AIJepBnb el!J ~ JO~0BJTUOO

18A~JloJepJ!p  
A!!!OBJ eq~B P~AIOS~JDU oJB ~BLfISIU!BldWOO JO4 eq Allensh  
l!lM 6uqJodej ~NI S~q6!J,s~Ue!~B6u!pej.jB AIOSJeAPB pu~  
UJOOUOO Sno!Jes Jo ~! seAe~~ep~0BJ~UOOeq~4B11 uo!TBn~!SAUB  
6U!pJM u! Jo AJ~BqJeApode~IBLIS PUB 6U!JO11UOW pe6uoloid B Jo  
OSJ!OO eq~6u!Jnp spodei fDUB Se~Bpdnef!lJM Jo ~B~J8Aep!AoJd  
IIBIIS JO10BJ~UOOeq~JopeJ~~JlTIBOH IBIUOIPN eq~Aq pe~SenbeJsy



~luewd!nbe

PUB eJnT!uJnJ AJBSSeOeu einoes puB eoBdS eog.jo u!B1U!B~

~Ic4Uuo3~BBS

u!)-JOMO-J4B-S~0BooApV\$~q6-s-ue!~BIBJ~UB eJ~q4!nJoe~l

se~npegos

6U!JB8q JO UO!~BU!pJOO0 eJnssB O~SJe0~4O6u!JBeH Af!OBdBO

PUB Me!Ae~ uo!~Bo!JqJe3 eq~JO .los!AJedns eq~q~~MjJOM

5~t.l6!J~S1ue!1BdPJB6eJ SUJ~0UO0~UB speeu .i~eq~~M  
JB!!!WBJ ewooeq O~SJO~BJ1S!u!WpBWBj6OJd PUB A4!!!OBJ q~~Mee~j

sseooJd eouBAe!J6 ~UB

~U!BldWGO~AJet~IB~BITU9V~leq~! PeAIOAU! J4B~Sq~~Mee~j

.seo!Mes IIIIBOH IB~UO~AA~unoeq~B~,AJB5

q~~M!!!WBJ ewooeq PUB ~Ue!JO~UOS!B!! WBJ6OJd q4~M)~JOM

'pepeeu SB Je6BUB~

TueweAoJdwl ~I!IBnO PUB JO~0eJ!G A~ndea eq~ q~~M~ee~

:A~unoe~eUBS JOJ seo!AJeS AOBOOAPV

S~q6!~B~ueqBO UOis!AOJd eqj u! suo!~!SUBJ3JB~SIB ~UBAUB eTB~!!oBJ

1~l(.f!OOWSO~epio u! se~4~A~SB!MOIIOJ eq~pnpuoo IIBLIS JO~OBJ~UOO

UO!~BU!pJOO3 ~0

suo!S!oep 6u!JBeq eq~JO ewoo~no

OLFI 6U!pfllOU! 's6u!Jeeq JO uo!f!SOdS!p eq~JO AJBWWnS B

~UB ~s6u!JBeH

AT!OBdBO TB pe~UeSeJdeJ s1ue!~Bd JO ~eqwnu eqj

~peJ!nbeSBM uo!TB~ueseJdeJ! eU!wJe~epo~epJO

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~6u!JBeH!OBdBO B JOJ

uo!4qed B O~pe[qns eq o~pepodei slue!TBd JO ~eqwnueq~

:epnlou! O~spodeJ uo!~B1ueSeJde~l

6U!JB8H A~!3BdBO AlifluOW e~ew I~B~SJO~0BjUOO

~s6u!JBeq

Me!AeJ JO ewoo~noeq~JO ,cJBWWnS B 6U!pnlou! 'STUe!TBd

pe!JqJeo IIB JO S8SBO eq~JO UO!~!SOdS!p,cJBWWf!S B

~UB ~S6u!JBeq

Me!AeJ pe~~eo0qM sweRBd pe!J~~1e00~eqwnu eq~

~JO~0BJ4UO3

~Cq

SWe!TBd pewpeo JO ~eqwnu eq~

o~ue~jO!~BJTS!u!WpV SUBJO~8A ~UB 'IB!dSOH B!onbag  
'Je~ue3 IB0!PeV~J oe~B~jES 'l8!dSoH elnSu!ued-sll!~\J  
'Jelueo SBJell!pJoO IB 'peisenbei SB ~UB 'WJe~0BJ4U00  
eq~ 6upnp eouo S6u!u!BJ~ ep!AoJd IIBIIS JO~0BJ1U00 :~eA~~0e[qQ

~se!o!locPUB SUO!~Bln6eJ'SMBI S~q6!J~s1Ue!1Bd  
U! 6u!U!BJT eA!eoeJ ~ se!;!OBJ 4ue!TBdu! JO J.JB~5 :C IBOD WBJ6OJd

)~JBd~ue!O!TBJ~S!U!WpV  
SUBJ~~OAPUB 'IB~!dSOH B!onbe5 'Je~ue~!co!pel!l  
Oe~BL\J UB~!eT!dSOH Blnsu!ued-sllft'~J'JeTueo sBJell!pJoO  
IB 6UUOT!uOW IBWJ0JU! AIJelJBnb ep!AoJd IIBLIS JO~0BJTU03 : eA!~oefqO

se!T!!!OBJ JO 6U!JO~!UOWAIJe~JBfIO :~IB0D WBJ6OJd

JO~0B.4U03~q!o!1B~ueseJdeJAB~  
o~pete OqM ~UB'Je~Ue3IB0!pe~be~BUB5 eq~PUB  
'le~!dSOH Blnsu!ued-sll!~J)JBd o~ue!e!4BJTS!u!wpy  
S~UBJe~e!B!dSOH B!Onbe5 4B s6u!JBeH 1~4!0BdB3  
PUB suo!Teo~J!peQOJ pe~npeqosJB OqM s~ue!~ed  
JO %00 l~404 uo!~B1ueSeJdeJep!AoJd IIBIIS JO40BJTU00 :~eA~~oe~qo

~S6U!JBOH!oBdBO  
~UB UO!~B0!4qJe3~B uo!~B~ueseJdedA!eoeJ lllM S~ue!1ed :~IB00 WBJ6OJd

seApefqQ eouBwJoJJe~J ]ll

~ueweei6~ S!fl i~peJ!nbeJ SIOAOI 6u!J4B~Seq~  
e~BpOWWO00BO~Ue~~J4nSeq IIBLIS eoBdS eo~j4oeqj ~ VO 'oeiBv~j  
UBS 'BAleS Bi 090C :SSOJppB 6U!MOlloJ eq~~B esn JO~0BJ~UO3OJ  
eoeds 00!J40 uodn peeJ6B AIBfl4nW eP!AOJd lllM seo!AJes l.fIIBOH IB!UO[IN

uO!S!A!a eq~JO slue!lo JOJ es!JB ~B(.fSeOueAe!J6  
PUB SU!BldWOO 51LJ6!J ,STUe!~Bd~uOU 6U!AIOSeJ JOJ sseooJd eoUBAeu6  
~UB ~u!Bldwoo B e~BJedoO~enu!~uool!M S00!AJ09 ~~IB8HIBWeiAI

~ SeO!AJeS 111IB~HB1U~VIA4uno3 oe~BUB5

~sieqwe!B~sWBj5OJd AOB00APV  
s~q6~,STUe!~Bd MeU eounouu~O~Se!Th!OBJ eJBO IB!4Uep!SeJ  
PUB se4!S WBJ6OJd I4IBel1 IB!UOW IIB 04 6U!!!BW eJBdeJd

## Exhibit "B"

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

### **Amount** and Method of Payment

- A. Payment shall be made by invoice based upon actual costs in the categories identified in the budget for the provision of these services. **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. Subject to Exhibit B I.D., payment shall not exceed more than one tenth (1/10) of annual contract maximum without the **approval of Director of Mental Health Services.**
- B. Contractor's Annual Budget for these services for FY 2004-2005 is attached and incorporated into this agreement as Exhibit C. Contractor shall be responsible for all expenses incurred during the **performance of services rendered under** this Agreement that are not **included in** Exhibit C.
- C. Budget modifications may be approved by the Director of Health Services or her designee, subject to the maximum amount set forth in Paragraph 3.
- a** In any event, the total payment for services shall not exceed ONE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS (\$149,248) for the period of July 1, 2004 through June 30, 2005. County shall have the right to withhold payment if County determines that the quantity or quality of work performed is Unacceptable.
- E. If County or Contractor finds that performance is inadequate, at the County's discretion a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- F. In the event this Agreement is terminated prior to June 30, 2005, Contractor shall be paid for services already provided pursuant to this Agreement.

S6u!ABS  
eq~J0 4UfIOWB eq~UJfI4~JIIBIIS JO40BJ4UO3 uo!1Blnoleo AJBwwns  
eq~qT!M ~iode~;soo pue-JBe,eq~WOJJ podeJ e4BJedes B eq I!IM•  
uo!4Blnoleo AJBwwns eqj JBe/~IBOS~eq~J0 pue J~~4Bp 06  
S6U!ABS I~UBJ0 uo!TBlno!Bo £iBwwns B 4IWqnS ~ JO40BJ4UO3 ~

~seJnpeo6uMII0J eq~  
04 6U!pJ000B A4uno3 eq~WOJJ 6u!punJ 4uedsun J~AOIIOJABW JO40BJ4UO~

J~AOIIO~J

\_\_\_\_\_,~oue6~  
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~/~4UfIO0e4B~UB9 q4~M4ueweeJ6V eq~U! peoue~ejeSuo!T!puoo  
PUB SWJ04 IIB ifi!M se!ldwoo Seo!AJes JOJ W!BIO 5!ql 4B~4~J!1JeAqe~eq  
I 'B!UJOJ!IB-40 04B45 eq~J0 SMBl elfi ~ep~n£ln[Jed JO i~4IBuedeq~Jepufl,,

:w!Blo eq~podeJ 04 pesn Je~e~AOQO/PUB (S)wJoJ eq~J0 WO440~eq~  
4B eu!! eJn4Bu6!s PUB O6Bn6UBI 6u!MOIloJ eq~epnlou! 4snw W!BIO eq~

B!UJOJ!IBO JO 84B45 eq~  
JO SMBl eq~epun Ain!Jed JoATIBUed eq~iepun pe~~~wqnsW!BIO eq~  
6U!4B4S Aq e4BJnOOB ~UBeni~s! W!BIO eq~4B~4eJn4Bu6!S Xq AJ!peo ~  
JO40BJ4UO3 '4ueweei6V S!ql JO '~f iepun pep!AoJd seo~iue0J  
4uewesJnqw~eJJOJ A4uno3 eq~04 w!BIO B S4~WqnSJ040BJ4UO3 ew!4AuV

AT!J~e4uWBj6OJd PUB uo!4B0!J!pe3 SW!BIO 'H

pode~j500 ~114fi!M 6UOIB pe44~wqns  
eq IIBIIS podeJ 4!pnB P!BS JO Adoo B pu~4UB4UfIO00~O!lqn~pe!Jn~~e3  
B Aq pel!pnB S4UfI000B JO s~~ooq1!OAB~1~IIBfIUUBIIBLIS JO40BJ4UO3  
JbnuBV~J(0a~o)uo!4oello0 B4Ba/6uqJode~JAS03 eq~U! peU!14no 4BWJOJ  
~UB Seld!OU!Jd 0114 ifi!M OOUbPJ000B U! eq IIBIIS podeJ ~!11±4SenbeJ  
uodn '4ueweeJ6V S!1J4 JO 04B~UO!4BJ!dxe eq4 JO~4BSABp (06) ATeu!u  
UBIfi JOTBI OU pOdOJ 4S00 pue~JBOA B ATunoO 04 4!WqnS IIB11S JO40BJ4UO3 'O

'podei 6u!4un000B O~4  
IFI!M /4uno3 elfl 04 peUJn~OJeq IIBIIS S~UfIJAOIIOJ 4uedSufI icu~cj  
'T~\$OWOO JOA0q0!~MJBOA IB0SEJ ~DUO000~4O ~UO 0q4 JOI4B  
SABp 06 JO 'pe4eldWoo ueeq SB~esod~n0!J!oeds 0114 JO~JBSABp  
06 pe~~wqnsq IIB11S spunk JOA0IIOJ O~4Jo 6u!4un000e IBUL4 V

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'eeu6!Sep  
JO~JO SeO!AJOS I11IBOH IB1U8~JO JO400J!a 0144 Aq peAOJddB  
~!4senbeJ et.fl !Tun 4uedS eq 40U IIB11S S~UfIJAOIIOJ 4uedSun  
0111 'podeJ 6u!4un000e eLIT q4!M 4senbeJ ue44!JM B 6U~44~WqfIS  
~COB0/~IB0S!4 ~DUO000Su~peeoons eqI 04 S~UfIJ4uedsun  
O~4JOA0IIOJ 04 4SeflbeJ ABW JO40BJ4U00 'JBOA IB0S!J 6u!peeoons  
O~4JO ~UO O~4JO SB O4OldWOO 40A 40U S! esodJnd 0!J!OOdS O~4J

podeJ 6u!Tun000B 0111 I11!M A4uno3 O~44 P~UJfI40J  
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'JBOA IB0S!J O~4JO ~UO O~4J~~4SABp 06 JO 'pe4eldWOO ueeq SBIJ  
eSodJnd 0!j!OedS Oql J~~J\$ABp 06 enp ~!~iodeeqj sesuedxe  
pel!Blep ~1J4JO Se!doo epnpu~ IIB(.IS podeJ S!L41 'S6U!ABS  
JOA0IIOJ O~4JO podeJ 6u!4Un000B UB 4~wqnsIIB11S JO40BJ4U00

~peAoJddBUB pe4sonbeJ (s)esodJnd o~!oeds~LfIJOJ  
AIUO ~UBJBOA IB0S!J 6u!PeeoonS 0111 JOJ AIUO 4Ueds eq IIB11S S~UfIJ  
JOA0IIOJ peAoJdd~ 4SenbeJ O~4JO IBAOJddB uefl!JM B S0A!000J  
JO40BJ4U03 !I4un 4uedS eq ~ou IIB11S S6u!ABS '4e6pnq POI!B4ep  
B 6u!pfillou! 'Weds eq I!M spunk JOA0IIOJ O~4MO~/cl!Bo!4!0edS  
A4!4uop! IIB11S 4SenbeJ eqi ~0eU6!Sep JO1J JO SeO!AJO5 IITIBOH  
IB4U0V~UO JO400J!a O~44 6U!1!JM U! ~~BW eq 4SfiW 4SenbeJ 8111  
~S6U!ABSUB JO IIB JO OWOS JOA0IIOJ 04 4senbeJ ABW JO40BJ4U03  
UO!4BfiOIBO AJBWWnS O~4JO UOISSIWqnS O~4JO eW!4 eq4 4~c/

Exhibit "C"  
Budget 2004-05

**Annual Budget FY 2004-05**

<b>Compensation</b>	<b>FTE</b>	
Program Director	0.20	\$ 13,860
Patient Representatives & Rights Advocates	2.75	\$ 85,000
Secretarial	0.15	\$ 4,000
Agency Director	0.05	\$ 3,800
	Total FTE	3.40
<b>Subtotal salaries</b>		<b>\$106,660</b>
<b>Payroll costs &amp; benefits</b>		<b>\$ 21,132</b>
<b>Total compensation</b>		<b>\$127,792</b>
<b>Operations</b>		
Supplies		\$ 4,356
Telephone		\$ 4,300
Postage		\$ 1,200
Insurance		\$ 1,200
Local Travel		\$ 4,300
Training		\$ 1,000
Equipment		\$ 1,500
<b>Subtotal operations</b>		<b>\$ 17,856</b>
<b>Administrative Overhead</b>		<b>\$ 3,600</b>
<b>Total</b>		<b>\$149,248</b>

# COUNTY OF SAN MATEO

## Equal Benefits. Compliance Declaration Form

### I Vendor Identification

Name of Contractor: Mental Health Association of Alameda County  
Contact Person: Stephen Bischoff  
Address: 1801 Adeline Street. Room 203  
Oakland, CA 94607  
Phone Number: (510) 835-5010 Fax Number: (510) 835-9232

### II Employees

Does the Contractor have any employees? Yes No  
Does the Contractor provide benefits to spouses of employees? XNo  
\*If the answer to one or both of the above is no, please skip to Section IV.\*

### III Equal Benefits Compliance (Check one)

- U 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.  
 EI Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.  
 U No, the Contractor does not comply.  
 D 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 1 day of July, 2004 at San Francisco, CA  
g-x-(4-lwg) (City) (State)  
Signature Name (Please Print)

g-x-(4-lwg)  
Title

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION  
MEMORANDUM

DATE: July8, 2004

TO: Fri5cilla Morse. Risk Mcinogernent/Iri~uranc@Division

FROM: John Klyver, Mental Health Services/PONY #MLH 322

CONTRACTOR Mental Health Association of Alameda Coun~fy

DOTJiEYJRAVEL yes

PERCENT OF TRAVEL TIME

~M~E9~E~U'LOYEE& yes

~ \_\_\_\_\_ See attached

**COVERAGE:**

Comprehensive General Liability:	\$ k000L000
Motor Vehicle Liability:	\$ 0~0QD
Profe5sional Liability;	\$ :L000400Q
Worker's Compensation:	\$statutory

APPROVE \_\_\_\_\_

WAIVE \_\_\_\_\_

MODIFY \_\_\_\_\_

R~M~\$LCQMMENT\$i

~ \_\_\_\_\_ YVLC, ~ ~  
SIGNATURE



# ACORQ. CERTIFICATE OF LIABILITY INSURALE

DATE (MMDDYYYY)

07/06/2004

PRODUCER (925) 680-7405  
 Jay-Marie Garcia Insurance Lic#:0668893  
 1630 Contra Costa Blvd. #215  
 Pleasant Hill CA 94523-  
 INS-RED  
 ALAMEDA COUNTY MENTAL HEALTH ASSOCI  
 1801 Adeline St. Room #203  
 Oakland CA 94607-

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#
(NSURER):NONPROFITS INSURANCE	
NSURERB:ALLIANCE OF CALIFORNIA	
INSURERC:	
INSURERD:	1
INSURERE:	

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYYYY)	POLICY EXPIRATION DATE (MMDDYYYY)	LIMITS
A X GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY \$1,000,000 LOC	2004-10521-NPO	01/16/2004	01/16/2005	~CHOCURRENCE \$ 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 - COMP/OP AGO \$ 2,000,000
A AUTOMOBILE LIABILITY - ANY AUTO - ALL OWNED AUTOS - SCHEDULED AUTOS ~ HIRED AUTOS ~ NON-OWNED AUTOS	2004-10521-NPO	01/16/2004	01/16/2005	COMBINED SINGLE LIMIT (Ea accident) 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident)
GARAGE LIABILITY R ANY AUTO		I I	I I	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
EXCESS UMBRELLA LIABILITY 11 OCCUR CLAIMS MADE III DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	WC STATUTORY LIMITS 10TH PER EL. EACH ACCIDENT \$ EL. DISEASE - EA EMPLOYEE \$ EL. DISEASE - POLICY LIMIT \$
OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 THE CERTIFICATE HOLDER LISTED BELOW IS NAMED AS ADDITIONAL INSURED AS RESPECTS TO INSURED'S CONTACT WITH THE COUNTY OF SAN MATEO. LIABILITY ONLY. 10 DAY NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER ( ) - ( ) - MENTAL HEALTH SERVICES DIVISION ATTN: JOHN KLYVER 225-37TH AVE SAN MATEO CA 94403-	CANCELLATION ~w~ SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ~ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHOR: REPRESENTATIVE ~) f// L4-7 ~C&
--	---

CERTHOLDCOPY

**STATE**  
COMPENSATION  
**FUND**

P.O. 50X420807, SAN FRANCISCO, CA94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 08-24-2034

GROUP:  
POLICY NUMBER: 221983-2004  
CERTIFICATE ID: S  
CERTIFICATE EXPIRES: 03-26-2005  
03-26-2004/03-26-2005

CITY OF SAN MATEO  
GENERAL HEALTH SVC ATTN: 70-CLIV-R  
225 37TH AVE 3RD FLR  
SAN MATEO CA 94403

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 30 days advance written notice to the employer.

We will also give you 30 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 policy 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 to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

~2Ut2~

~ ~

AUTP40-LZ-DEPR-SE-JTATIV~

P-ESJDEWT

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

ENDORSEMENT \*2065 ATTACHED CERTIFICATE ROLD-RS' NOTXC-EPPEC-IVE 03-26-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ALAMEDA COUNTY YMEAL HEALTH ASSOCIATION (A  
NON-PROFIT CORP.)  
1801 DUBLIN BLVD # 203  
OAKLAND CA 94607