

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CAMINAR, INC.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
Caminar, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Department, 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
- Exhibit D—Services Timeline
- Attachment H—HIPAA Business Associate requirements
- 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 THREE HUNDRED TEN THOUSAND FOUR HUNDRED FOUR DOLLARS (\$310,404).

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this agreement shall be from March 1, 2005 through June 30, 2006.

This Agreement may be terminated by Contractor, the Health Director or 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 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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this agreement.

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

**11. Non-Discrimination.**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract (this paragraph needed only if services provided to members of the public).
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other 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:**

San Mateo County  
Mental Health Services Division  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

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

Caminar  
1720 South Amphlett Boulevard, #123  
San Mateo, CA 94401

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

COUNTY OF SAN MATEO


By: \_\_\_\_\_  
Richard S. Gordon  
President, Board of Supervisors

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

ATTEST:

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

CAMINAR

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

Date: 3/07/05

Long Form Agreement/Non Business Associate

**Attachment H**  
**Health Insurance Portability and Accountability Act (HIPAA)**  
**Business Associate Requirements**

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set*. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Electronic Protected Health Information*. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident*. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule*. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.



- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

#### Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

#### Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

### Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

### Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

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.

Barry Shea

Name of 504 Person - Type or Print

Caminar

Name of Contractor(s) - Type or Print

1720 S. Amphlett Blvd, Ste. 118

Street Address or PO Box

San Mateo

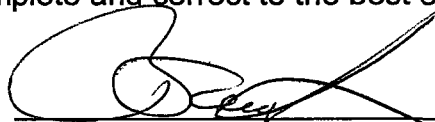
City

CA  
State

94402  
Zip Code

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

03/07/05  
Date

  
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."**

Caminar: Consumer-Run Peer Support Services  
2004-06  
Exhibit A

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

I. Peer-Support / Self-Help Services

Contractor shall establish and support the development of a 501(c)(3) mental health consumer-run organization ("CBO") in San Mateo County to provide peer support and self-help services. This CBO will be established and developed to operate as an independent agency providing these services. Contractor management, and consumer consultants, including but not limited to Contractor's Circle of Friends ("COF"), a consumer self-help agency in Solano County, California, shall provide consultation and training to support the development of the CBO. Contractor shall provide all necessary support for the development of a business plan for the CBO to support its long-term functionality.

During the development of the CBO, consumer-run services shall be supervised and/or provided by Contractor, as described herein. The management and development of these services shall be guided by the Program Development Plan ("Plan"), which shall be developed collaboratively by Contractor, San Mateo County consumers of mental health services, and San Mateo County Mental Health Services staff. The Plan shall be approved by the Director of Mental Health Services or her designee. A proposed timeline for accomplishment of these services is included and incorporated herein as Attachment D. Additional functions may be added, or functions may be deleted or revised, and identified dates for accomplishment of functions may be revised, as agreed to by Contractor and County. Any and all changes to the services described herein or to Attachment D must be approved by the Director of Mental Health Services or her designee.

A. Outcomes

1. Establish a successfully functioning independent local consumer-run nonprofit/501(c)(3) CBO with a multi-cultural Board of Directors.
2. Create organizational culture, structure and environment that will foster the development of new consumer-run peer-support programs and services.

3. Transfer operation of County-run peer-support/self-help services to CBO or Contractor.

**B. Development of Consumer-Run Peer Support Community Based Organization**

Contractor shall perform the following functions in the development of the CBO.

1. Hiring of Program Director

a. Contractor shall appoint a hiring committee including San Mateo County consumers within thirty (30) days of contract completion.

b. Contractor shall hire and train a Program Director ("Program Director") for the peer support services program within sixty (60) days of contract completion. The Program Director shall oversee services as an employee of Contractor until the establishment of the CBO. Training shall be provided in the following areas:

- 1) Leadership and management techniques
- 2) Budgeting and fiscal reporting
- 3) Legal and audit responsibilities
- 4) Contracting requirements
- 5) Personnel policies and practices
- 6) Operational policies and practices

2. Contractor shall apply for 501(c)(3) status for CBO. Contractor shall provide fiscal management and program administration for CBO until such date that CBO has demonstrated fiscal, administrative and program management capacity. At the time that these capacities are demonstrated to the mutual satisfaction of County, Contractor and CBO, CBO shall operate independently of Contractor.

3. Contractor shall recruit and train an Advisory Board to assist in the development of the CBO. The Advisory Board shall assist in the development of a three-year strategic plan.

4. Contractor shall work with the Advisory Board to complete development of a business model. Contractor shall manage the development of administrative, financial and personnel systems for the CBO. These systems shall be reviewed and approved by the Director of Mental Health Services or her designee the business model shall include a training design for services, and for fiscal and administrative systems and procedures.
  5. Contractor shall manage the development of administrative, financial and personnel systems for the CBO. These systems shall be reviewed and approved by the Director of Mental Health Services or her designee.
  6. Contractor shall oversee recruitment, hiring and training of staff by the CBO.
    - a. Following establishment of 501(c)(3) status of CBO, Contractor shall provide written notification to County of intention to offer employment to consumers to provide peer support services. Notification shall take place a minimum of ten (10) days prior to employment offers are made to consumers. The employment of consumers for these services shall not take place prior to July 1, 2005.
    - b. Contractor shall give first priority for employment to consumers who are providing peer support services as County extra-help employees. Consumers will be compensated at rates no lower than rates paid to County staff who provided peer support services at the time employment offers are made. Employment of consumers for these services shall begin on the first day of a month.
  7. Contractor shall develop and provide an ongoing recruitment and training program for consumer leaders and service providers.
  8. Contractor shall recruit a Board of Directors. Contractor shall provide initial and ongoing training for this Board, as needed for their effective functioning.
  9. As needed, Contractor shall provide consultation and support for the CBO to ensure effective administrative and fiscal functioning, and the provision of effective peer support activities.
- C. Management of Current County Provided Peer-Support/Consumer-Run Services



Contractor shall perform the functions identified below in the management of peer support/self-help services. Management of these services shall be provided with input from mental health consumers, members of the Mental Health Board, the County Office of Consumer Affairs, and other County Mental Health Services staff. Contractor shall provide services described below in a manner consistent with the terms and provisions of this Agreement.

1. The Program Director shall supervise employee and program functions at existing service sites.
2. The County shall provide consumer staff to provide peer support/self-help services.
3. The Program Director shall work collaboratively with the County Office of Consumer Affairs. The County Coordinator of Consumer Affairs shall have authority to make employee decisions pertaining to County-funded Consumer Specialists.
4. Activities shall be provided to San Mateo County consumers without cost at multiple locations throughout San Mateo County. Activities shall be provided two (2) days per week at each location. At the time of the signing of this agreement activities at both locations are being provided on Wednesdays and Fridays.
  - a. Central County activities shall include a movie night, and educational and social activities.
  - b. North County activities shall include a movie night and social activities.
  - c. Contractor shall provide a minimum of four (4) skill groups and/or educational groups weekly. These shall include weekly substance abuse support groups.
  - d. Contractor will provide to County a schedule of program activities and unduplicated count of participants on a monthly basis.

D. Development of new Peer-Support/Consumer-Run Services and Programs

1. Within sixty (60) days of contract completion, Contractor shall conduct meetings with Program Director, consumer staff, consumer consultants, including COF and other interested consumers, and Contractor management to outline a work plan for ongoing program development.
2. Contractor shall provide consumer consultation from COF and other consumer consultants to assist and advise peer support programs for adult mentally ill consumers in San Mateo County.
  - a. Consumer consultants shall provide onsite consultation and training to assist the provision and development of recovery oriented services and activities.
  - b. Consumer consultants shall also provide formal training and staff orientation.
3. Contractor shall develop an ongoing process for consumer feedback.
4. Service development shall be guided by the results of Self-Help Forums conducted by the County in 2004, and shall incorporate the following guiding principles and/or elements:
  - a. Planning for new services shall incorporate wide-based participation from consumers. Contractor shall actively encourage participation from mental health consumers, consumer family members, Mental Health Board members, consumer consultants, Caminar management staff, County Mental Health Services staff, and other concerned County residents.
  - b. Planning shall include the development of an outreach plan that identifies methods of reaching new consumer participants.
  - c. A consumer participant mailing list shall be developed and maintained.
  - d. Services shall be culturally and language appropriate for the diverse cultural communities of the County.
  - e. Services shall be provided at multiple locations throughout the County, including County facilities, in order to maximize consumer access to services.

- f. A six-month calendar of groups and events shall be developed and distributed.
5. By June 30, 2006, activity provision shall include, but not be limited to the following:
- a. Services will be provided at a minimum of three (3) locations.
  - b. Services will be available a minimum average of four (4) days per week, including at least one weekend day.
  - c. At least six (6) activities will be offered County-wide, including a minimum of two (2) weekend activities.
  - d. Activities shall include arts, movie nights, socialization activities, community outings, and support groups. Support groups may include recovery-based skill groups, WRAP groups, and Dual Recovery Anonymous groups.
  - e. Feasibility study for the establishment of a warm-line.

## II. Administrative Requirements

### A. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.

### B. Program Attendance

Contractor shall keep participation records for all programs offered. Contractor shall provide to County the total number of clients participating in all programs monthly, as well as an unduplicated count of clients who participate in programs monthly.

### C. Cultural Competency

- 1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.

2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.
  3. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
- D. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: [www.Exclusions.OIG.HHS.Gov](http://www.Exclusions.OIG.HHS.Gov).

### III. GOAL AND OBJECTIVES

Goal 1: To enhance client satisfaction with the services provided.

Objective 1: At least ninety percent (90%) of customer survey respondents will rate services as good or better by June 30, 2006.

Data collection to be completed by Contractor.

Goal 2: Increase client participation in peer support/recovery activities.

Objective 1: Consumer participation in consumer-run peer support activities shall increase by twenty percent (20%).

Data to be collected by Contractor

**Objective 2: At least eighty-five (85%) of respondents shall agree that activities and events were offered to encourage the participation of culturally diverse groups.**

**Data to be collected by Contractor**

Caminar: Consumer-Run Peer Support Services  
FY 2004-06  
Exhibit B

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

I. Payments

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. 2004-2005

For the term March 1, 2005, through June 30, 2005, County shall be obligated to pay a maximum of FIFTY-TWO THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS (\$52,324) for services as described in Exhibit A of this Agreement. Unless otherwise authorized by the Director of Health Services or her authorized representative, the rate of payment by County to Contractor shall be one-twelfth (1/12) of the total obligation per month for the term of this Agreement.

B. 2005-2006

1. For the term July 1, 2005 through June 30, 2006, County shall be obligated to pay a maximum of ONE HUNDRED NINETY-SIX THOUSAND ONE HUNDRED DOLLARS (\$196,100) for services as described in Exhibit A of this Agreement, except for services as described in Section I.B.6. of Exhibit A, and as noted in section I.B.2. of this Exhibit B. Unless otherwise authorized by the Director of Health Services or her authorized representative, the rate of payment by County to Contractor shall be one-twelfth (1/12) of the total obligation per month for the term of July 1, 2005 through June 30, 2006.

2. For the term July 1, 2005 through June 30, 2006, County shall be obligated to pay a maximum of SIXTY-ONE THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$61,980) for consumer employees, as described in Section I.B.6. of Exhibit A. Payment for these services shall be monthly, and shall begin the month following the employment of consumer employees. Unless otherwise authorized by the Director of Health Services or her authorized representative, the rate of payment by County to Contractor shall be one-twelfth (1/12) of the total obligation per month for the period that these services are provided.
- C. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE HUNDRED TEN THOUSAND FOUR HUNDRED FOUR DOLLARS (\$310,404).
- D. Contractor's annual 2004-2005 and 2005-2006 budgets are attached and incorporated into this Agreement as Exhibit C.
- E. Budget modifications may be approved by the Director of Health Services or her designee, subject to the maximum amount set forth in Paragraph 3.
- F. The Director of Health Services is authorized to execute subsequent amendments and minor modifications not to exceed \$25,000 in aggregate and to make minor changes in the types of services and activities provided under the agreement.
- G. 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.
- H. In the event this Agreement is terminated prior to June 30, 2006, the Contractor shall be paid for services already provided pursuant to this Agreement.
- I. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

**J. Claims Certification and Program Integrity**

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at \_\_\_\_\_ California, on \_\_\_\_\_, 200\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_”

**K. Rollover**

Contractor may rollover unspent funding from the County according to the following procedures.

1. Contractor shall submit a summary calculation of any savings 90 days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.
2. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the Director of Mental Health Services or her designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.



3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due 90 days after the specific purpose has been completed, or 90 days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the Director of Mental Health Services or her designee.
5. A final accounting of the rollover funds shall be submitted 90 days after the specific purpose has been completed, or 90 days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

Exhibit C

**SAN MATEO CONSUMER-RUN ORGANIZATION  
4 MONTH START-UP BUDGET**

PERSONNEL						Mar. 05-June 05	1/12th
Salaries							4 months
FTE	EMPLOYEE		One month	Incr.	Amount	4 months	
1	Program Director (April 1, 05)	52,500	4,375			13,125	3,281
	Consumer Specialists (Sept 1, 05)	30,000	2,500				-
	Supervisors (Sept 1, 05)	23,000	1,917				-
	<b>SALARIES</b>	<b>105,500</b>	<b>8,792</b>		<b>-</b>	<b>13,125</b>	<b>3,281</b>
<b>Taxes</b>							
	FICA		7.65%	0	13,125	1,004	251
	SUI		2.10%	0	13,125	276	69
					<b>TOTAL</b>	<b>1,280</b>	<b>320</b>
<b>Benefits</b>							
1	Medical		345	10%	380	1,139	285
1	Dental		51	10%	56	167	42
1	Vision		11	10%	12	36	9
1	Life and Disability Retirement		20	10%	22	65	16
				6%	66,500	-	-
					<b>TOTAL</b>	<b>1,407</b>	<b>352</b>
<b>Worker's Compensation</b>							
1	Worker's Comp	5.45	1%	110%	0	944	236
					<b>TOTAL</b>	<b>944</b>	<b>236</b>
<b>TOTAL SALARY, BENEFITS &amp; TAXES</b>						<b>16,756</b>	<b>4,189</b>
<b>CONTRACT SERVICES</b>							
	Consumer Consultants					11,710	2,927
	Project Management					4,000	1,000
	Organizational Start up & Training					4,000	1,000
	<b>TOTAL CONTRACT</b>					<b>19,710</b>	<b>4,927</b>
<b>GENERAL EXPENSES</b>							
6035	Advertising	s/o	16			185	46
6550	Subscriptions	o	16			86	22
7000	Travel	o	16			600	150
7010	Office Equipment	o	12			250	63
7020	Office Rent	o	12/16			1,000	250
7040	Telephone Expenses	o	12/16			450	113
7060	Utilities	o	12			-	-
7090	Insurance Expenses	o	16			600	150
7170	Maintenance Equipment	o	12			-	-
7175	Computer	s/o	16			2,000	500
7180	Office Supplies	o	16			340	85
7190	Conference & Training	s/o	16			500	125
7200	Printing & Publications	s/o	17			625	156
7220	Program Expenses	o	16			3,000	750
7280	Postage and Freight	o	16			400	100
8080	Miscellaneous Expense	o	16			36	9
9030	Special Events	o	16			180	45
<b>TOTAL GENERAL EXPENSES</b>						<b>10,252</b>	<b>2,583</b>
9050	Indirect					5,806	1,402
<b>TOTAL OPERATING EXPENSES</b>						<b>52,324</b>	<b>13,081</b>

Exhibit C

**SAN MATEO CONSUMER-RUN ORGANIZATION  
12 MONTH OPERATIONAL BUDGET**

PERSONNEL								July 05 - June 06	1/12th
<b>Salaries</b>									
FTE	EMPLOYEE		One month	Incr.	Amount		12 months		12 months
1	Program Director (04/01/05)	52,500	4,375			13,125	53,156		4,430
	Consumer Specialists (07/01/05)	30,000	2,500				30,000		2,500
	Supervisors (07/01/05)	23,000	1,917				23,000		1,917
<b>SALARIES</b>		<b>105,500</b>	<b>8,792</b>			<b>13,125</b>	<b>106,156</b>		<b>8,846</b>
<b>Taxes</b>									
	FICA		7.65%	0	106,156	1,004	8,121		677
	SUI		2.10%	0	106,156	276	2,229		186
<b>TOTAL</b>						<b>1,280</b>	<b>10,350</b>		<b>863</b>
<b>Benefits</b>									
1	Medical		345	10%	380	4,556	4,556		380
1	Dental		51	10%	56	670	670		56
1	Vision		11	10%	12	142	142		12
1	Life and Disability Retirement		20	10%	22	261	261		22
				6%	53,156	3,189	797		66
<b>TOTAL</b>						<b>8,819</b>	<b>6,427</b>		<b>536</b>
<b>Worker's Compensation</b>									
1	Worker's Comp	5.45	1%	110%	0	106,156	7,634		636
<b>TOTAL</b>						<b>106,156</b>	<b>7,634</b>		<b>636</b>
<b>TOTAL SALARY, BENEFITS &amp; TAXES</b>							<b>130,567</b>		<b>10,881</b>
<b>CONTRACT SERVICES</b>									
	Consumer Consultants						35,129		2,927
	Project Management						12,000		1,000
	Organizational Start up & Training						12,000		1,000
<b>TOTAL CONTRACT</b>							<b>59,129</b>		<b>4,927</b>
<b>GENERAL EXPENSES</b>									
6035	Advertising	s/o	16				135		11
6550	Subscriptions	o	16				59		5
7000	Travel	o	16				1,800		150
7010	Office Equipment	o	12				750		63
7020	Office Rent	o	12/16				14,400		1,200
7040	Telephone Expenses	o	12/16				3,000		250
7060	Utilities	o	12				1,800		150
7090	Insurance Expenses	o	16				1,800		150
7170	Maintenance Equipment	o	12				120		10
7175	Computer	s/o	16				2,000		167
7180	Office Supplies	o	16				1,020		85
7190	Conference & Training	s/o	16				1,500		125
7200	Printing & Publications	s/o	17				1,500		125
7220	Program Expenses	o	16				9,000		750
7280	Postage and Freight	o	16				1,200		100
8080	Miscellaneous Expense	o	16				109		9
9030	Special Events	o	16				540		45
<b>TOTAL GENERAL EXPENSES</b>							<b>40,733</b>		<b>3,394</b>
9050	Indirect						27,651		2,304
<b>TOTAL OPERATING EXPENSES</b>							<b>258,080</b>		<b>21,507</b>

Exhibit D

**Program Development Proposed Timeline**

<b>Month</b>	<b>Proposed Activities</b>
March 1-30	<ul style="list-style-type: none"> <li>• Appoint hiring committee, review applications and conduct interviews.</li> </ul>
April 1-May 15	<ul style="list-style-type: none"> <li>• Hire Program Director.</li> <li>• Apply for 501(c)(3).</li> <li>• Conduct a meeting of the consumer services staff, Program Director, Circle of Friends staff and Caminar management staff to outline a work plan.</li> <li>• Review "Summer of 2004 Self-help Forums" information.</li> <li>• Conduct open meetings, encouraging maximum local consumer participation.</li> <li>• Provide cultural competence training for all staff in consultation with SMC Consumer Affairs Coordinator.</li> <li>• Set up training schedule for Program Director and existing staff with Circle of Friends.</li> <li>• Tour the Solano Circle of Friends Center, observe programs and talk to participants.</li> <li>• Begin supervision of existing staff in collaboration with the Office of Consumer Affairs.</li> </ul>
May	<ul style="list-style-type: none"> <li>• Celebrate Mental Health month with an event/activities, to be determined.</li> <li>• Outreach to various ethnic and cultural groups to encourage participation and diversity on the Advisory Board.</li> <li>• Identify a core of individuals interested in planning for consumer-run services and developing a new non-profit.</li> <li>• Plan a summer calendar of events and groups.</li> </ul>
June	<ul style="list-style-type: none"> <li>• Select an Advisory Board.</li> </ul>
	<ul style="list-style-type: none"> <li>• Develop a three-year strategic plan.</li> </ul>
	<ul style="list-style-type: none"> <li>• Create Cultural Competence Committee and request participation on the SMC Cultural Competence Committee.</li> <li>• Begin exploration of additional drop-in site/sites.</li> </ul>
July	<ul style="list-style-type: none"> <li>• Plan six-month calendar of support groups and events.</li> </ul>
September	<ul style="list-style-type: none"> <li>• Complete the development of a business model, including training design for services, administration and fiscal operations.</li> <li>• Include in the business plan the mechanism for feedback from consumers</li> </ul>
December	<ul style="list-style-type: none"> <li>• Develop an ongoing recruitment and training program for consumer leaders and service providers.</li> </ul>
<b>January 2006</b>	<ul style="list-style-type: none"> <li>• Investigate facility for services in south county.</li> </ul>
February	<ul style="list-style-type: none"> <li>• Investigate the feasibility of a Warm-line</li> <li>• Develop plans for advocates in the hospital</li> </ul>

Exhibit D

March	<ul style="list-style-type: none"><li>•</li></ul>
April	<ul style="list-style-type: none"><li>•</li></ul>
May	<ul style="list-style-type: none"><li>• Mental Health month event</li><li>• Plan for consumer camping trip</li></ul>
June	<p>(these items are pending the finalization of the 501(c)(3))</p> <ul style="list-style-type: none"><li>• Recruit for Board of Directors</li><li>• Bring employees (who are in county extra-help positions) on as employees of the new agency</li></ul>

**COUNTY OF SAN MATEO**

**Equal Benefits Compliance Declaration Form**

**I Vendor Identification**

Name of Contractor: Caminar  
Contact Person: Barry Shea  
Address: 1720 South Amphlett Blvd., #123  
San Mateo, CA 94401  
Phone Number: (650) 578-8691 Fax Number: (650) 578-8697

**II Employees**

Does the Contractor have any employees?  Yes  No

Does the Contractor provide benefits to spouses of employees?  Yes  No

**\*If the answer to one or both of the above is no, please skip to Section IV.\***

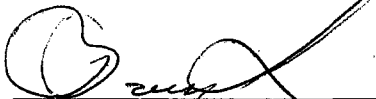
**III Equal Benefits Compliance (Check one)**

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

**IV Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005 at \_\_\_\_\_ (City) \_\_\_\_\_ (State)

  
Signature

BARRY SHEA  
Name (Please Print)

CEO  
Title

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: March 4, 2005

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

CONTRACTOR: Caminar

DO THEY TRAVEL: Yes


PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	<u>\$1,000,000</u>
Motor Vehicle Liability:	<u>\$1,000,000</u>
Professional Liability:	<u>\$1,000,000</u>
Worker's Compensation:	<u>\$ yes</u>

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

REMARKS/COMMENTS:

  
SIGNATURE