

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, entered into this first day of July, 2006, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called COUNTY and Managed Health Network (MHN) hereinafter called "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code 31000, County may employ professional or technical experts on a temporary basis for a specific project and may contract with an independent contractor for the furnishing of certain services; and

WHEREAS, it is necessary and desirable that Contractor be used for the purpose of performing the services described herein;

NOW, THEREFORE, IT IS AGREED BETWEEN COUNTY AND CONTRACTOR AS FOLLOWS:

1. Duties of Contractor
 - a. CONTRACTOR shall provide for each eligible employee and for each immediate family member (spouse, domestic partners and their children whose eligibility is confirmed by the County, children and young adult dependents to age 30) a maximum of four counseling sessions per contract year at no charge (hereafter "basic services"). Eligible employees include all County employees except seasonal temporary and extra help workers. Eligible employees also includes otherwise eligible ex-employees who have been laid off by the County for a period not to exceed ninety (90) days after termination. The maximum of four sessions will apply when the employees or immediate family refer themselves voluntarily or when a supervisor informally refers an employee. There will be additional assessment visits, case management hours, including visits and phone follow-up, for employees who are referred for job performance problems by their supervisor. There will also be additional case management hours for employees who have a primary problem of substance abuse.
 - b. CONTRACTOR shall provide an Account Manager who will be responsible for general oversight of the program and will be available to supervisors when they formally refer employees for job performance problems.
 - c. CONTRACTOR shall provide newsletter articles, posters and the copy and camera ready art-work for any paycheck stuffers or promotional brochures; COUNTY will be responsible for distributing brochures as well as posters, periodic news articles and other programmatic material to insure County employee awareness of the

program.

- d. CONTRACTOR shall provide the option of continued counseling services within the CONTRACTOR system beyond the maximum allowed so long as the problems addressed are within the treatment expertise of staff members. COUNTY employees shall be advised that they, and not "COUNTY," shall be responsible for payment of services provided beyond the contract maximum. CONTRACTOR will request that counselors provide services at CONTRACTOR's preferred rates. CONTRACTOR shall monitor the number and satisfaction of employees who continue counseling beyond the COUNTY maximum.

CONTRACTOR shall where appropriate, refer COUNTY employees to other agencies and individuals for assistance. In making such referrals to other agencies, due regard will be given to the appropriateness of the referrals in view of the need, location, cost and available resources. COUNTY employees will be advised that they, and not "COUNTY," shall be responsible for payment of all costs and fees of any such agency for services rendered to them, when appropriate.

Subject to applicable confidentiality laws and regulations, CONTRACTOR shall upon request, consult with individual COUNTY Supervisors and Managers regarding the Limited Release of Information Form that is provided for Job Performance Referrals.

- g. CONTRACTOR represents and warrants that all of the aforesaid services and treatments will be rendered and conducted by duly qualified and, if required, licensed personnel, and that any and all referrals made will be made to such duly qualified and licensed personnel as determined by contractor.
- h. CONTRACTOR shall prepare and offer a consent form to each participating COUNTY employee who is referred for job performance prior to the release of any information concerning the employee. CONTRACTOR's providers will review and explain the consent form to each participating employee. CONTRACTOR will maintain a standard of strict confidentiality that complies with all state and federal laws in the administration and operation of the Program and shall comply with all applicable laws as to confidentiality.

CONTRACTOR shall in no event disclose to any third party any reports, recommendations, conclusions, or other results of any non-medical and medical service this Agreement, without prior written consent of COUNTY except as required by law.

Subject to applicable confidentiality laws and regulations, CONTRACTOR shall make records available for audit. Verification of clinical cases billed to the COUNTY pursuant to this Agreement shall be conducted only by an independent

mental health evaluator approved by CONTRACTOR. Such independent mental health evaluators shall be entitled to audit CONTRACTOR's case records solely for the purpose of making sure that such records correspond to billings received by the COUNTY from CONTRACTOR. The cost of any such audit shall be paid solely by the COUNTY, shall be undertaken no more than two times during any twelve-month period, shall be conducted on-site at CONTRACTOR's premises, and may only be conducted after receipt of 30 days' advance written notice of such audit.

- k. CONTRACTOR shall make available for audit by the COUNTY with five (5) days' written notice, all documents, fiscal and otherwise, related to services provided pursuant to this Agreement in compliance with appropriate laws of confidentiality.
 - l. CONTRACTOR shall provide up to 16 hours of onsite training and unlimited hours of onsite crisis response for events in the workplace (except in the event of catastrophic events as defined below) annually during the three year agreement. Training could include lunch-time seminars, alcohol/drug training for managers, stress management training or other training mutually agreed by CONTRACTOR and COUNTY. A "catastrophic event" is defined as an incident requiring more than twenty (20) hours of counseling. In such an event, beginning with the 21st hour, MHN shall bill COUNTY as the rate of \$200.00 per hour, or the rate in effect at the time of service in MHN's Training & Consulting Schedule, as well as for any travel expenses, including without limitation, practitioner professional fees for travel time, incurred by MHN.
 - m. **Online Member Services.** COUNTY shall receive Online Member Services described in Addendum A hereof. The fee for such services is included in the monthly fee set forth in section 4 of this agreement.
2. CONTRACTOR shall be responsible for record keeping, monitoring and documenting the effectiveness of the program including preparation of their standard quarterly status reports on the program for review by the Benefits Manager. These standard reports will include such categories as:
- a. Intake activity by client type.
 - b. Reason for intake by major categories (e.g. relationship, job-related, psychological/emotional, substance abuse, and other conditions).
 - c. Intake disposition by percent.
 - d. Intake demographics by percent for:
 - Age
 - Gender

Referral Source

- e. Utilization activity.
- f. Disposition of cases:

Performance Guarantees

The parties agree to the performance guarantees set forth in Addendum B.

Payment to CONTRACTOR

- a. CONTRACTOR will be paid at the rate of \$1.94 per eligible employee per month for the period from July 1, 2006 through June 30, 2007. Effective July 1, 2007 through June 30, 2008 the rate will increase to \$2.01 per employee per month. Effective July 1, 2008 through June 30, 2009 the rate will increase to \$2.09 per employee per month. Additional funds not to exceed of \$6,000 will be available each year based on additional training hours mutually agreeable to CONTRACTOR and COUNTY. The contract shall not exceed \$108,000 for fiscal year 06-07, \$112,320 for fiscal year 07-08 and \$116,800 for fiscal year 08-09. Any unused amounts from one fiscal year may be carried over to the next fiscal year provided the total contract does not exceed \$337,120 for all three fiscal years.
- b. In the event this agreement is terminated prior to June 30, 2009 CONTRACTOR shall be paid on a prorated basis for only that portion of the contract term during which CONTRACTOR provided services pursuant to this agreement. Such billing shall be subject to the approval of the Director of Employee and Public Services.

Hold Harmless

- a. The CONTRACTOR shall indemnify and save harmless the 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, injuries to or death of any person, including CONTRACTOR, or damage to property of any kind whatsoever and to whomsoever belonging or any other loss or cost resulting from the performance of any work required by this agreement of CONTRACTOR provided that this shall not apply to injuries or damage for which COUNTY is liable by reason of its own negligence or willful misconduct.
- b. The COUNTY shall indemnify and save harmless the CONTRACTOR, its officers, agents, employees and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including COUNTY, or damage to property of any kind whatsoever and to whomsoever belonging or any other loss or cost resulting from the performance of any work required by this agreement of COUNTY provided that this shall not apply to injuries or damage for which CONTRACTOR is liable by reason

of its own negligence or willful misconduct.

The duty 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.

6. Insurance

a. The CONTRACTOR shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been reasonably approved by the Director of Employee and Public Services. The CONTRACTOR shall furnish the Employee and Public Services Department with Certificates of Insurance evidencing the required coverage. These Certificates shall specify or be endorsed to endeavor to provide that thirty (30) days notice must be given, in writing, to the Employee and Public Services Department of any material pending change in the limits of liability or of any cancellation or material modification of the policy.

(1) Workers' Compensation and Employer Liability Insurance: The CONTRACTOR shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the CONTRACTOR makes the following certification, required by Section 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions 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 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 the CONTRACTOR'S operations under this Agreement. 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:

- (1) Comprehensive General Liability \$ 1,000,000
- (2) Motor Vehicle Liability Insurance \$ NONE

(3) Professional Liability..... \$ 1,000,000

After three (3) years from the date this Agreement is first executed the COUNTY may, at its sole discretion, request an increase in the amount of liability insurance to the level then customary in similar COUNTY Agreements by giving sixty (60) days notice to CONTRACTOR. CONTRACTOR will review any requested increase, and will not withhold any reasonable request. COUNTY and its officers, agents, employees and servants shall be named as additional insured on the General Liability Policy, which shall also contain a provision that the insurance afforded thereby to the COUNTY, its officers, agents, employees and servants shall be primary insurance required in this contract, and that if the COUNTY or its officers and employees have other insurance against a 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 materially diminished or canceled, the COUNTY 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.

Non-Discrimination

- a. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

- b. CONTRACTOR 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 paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract

or any other Contract 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 its response to the Complaint when filed.

Equal Benefits

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 benefits between an employee with a domestic partner and an employee with a spouse.

Relationship of Parties

- a. It is understood that this is an agreement by and between two independent contractors and is not intended to create any other relationship.
- b. Questions involving contract interpretation relative to coverage provided will be referred to the COUNTY of San Mateo for clarification.

10. Assignment

CONTRACTOR shall not assign, except to a successor this Agreement or any portion thereof to a third party without the written consent of COUNTY, and any attempted assignment by CONTRACTOR in violation of this section may terminate this agreement at the option of the COUNTY. Upon assignment to a successor, COUNTY will have the opportunity, at its own discretion, the right to terminate the agreement without cause with a ten (10) day notice, provided, that if such assignment is made, the indemnity provided in paragraph 5 shall apply to MHN and the successor with regard to any claims, suits, or actions brought by successor with regard to the termination.

Compliance with Laws and Ordinances

All services to be performed by the CONTRACTOR pursuant to this agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws and

ordinances.

12. Duties of County

COUNTY shall provide such meeting place and facilities as may be required for planning and evaluation meetings, group orientation sessions, and individual conferences with Supervisors and employees.

- b. COUNTY shall assume responsibility for scheduling and notifying participants of such meetings.
- c. COUNTY shall provide internal/external publicity and communications appropriate to maintain the Program.
- d. The Benefits Manager shall be the coordinator of the Program and, as such, will represent COUNTY to CONTRACTOR in the day-to-day contact regarding services covered by this Agreement.

13. Terms of Agreement

The terms of this Agreement shall be from July 1, 2006 through June 30, 2009 provided however, that either party may terminate this agreement upon thirty (30) days' prior written notice to the other party. Upon such termination, COUNTY shall inform all covered persons of any termination of this Agreement. CONTRACTOR shall not have any obligation for claims submitted for dates of service following termination of this agreement. Any services authorized by CONTRACTOR but incurred after termination of this agreement are the responsibility of the Covered Person. Additionally, Upon the termination of CONTRACTOR's duties pursuant to this Agreement, it shall be the responsibility of the COUNTY to arrange and pay all costs for the transfer to the successor EAP company any of the COUNTY's records in CONTRACTOR's possession involving job performance referrals. CONTRACTOR may transfer such records in any form as it may desire; including computer tapes or disks. It is the responsibility of the COUNTY to convert such information into a form required by the successor.

14. Merger Clause

This agreement constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. It supersedes any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document. All subsequent modifications shall be in writing executed by both parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in any attached exhibits the terms, conditions or specifications set forth herein shall prevail.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have affixed their hands on the day and year first above written.

COUNTY OF SAN MATEO

President, Board of Supervisors

ATTEST:

Clerk of Said Board

CONTRACTOR: MHN

By _____
Gerald V. Coil, President
MHN

ADDENDUM A
MHN ONLINE MEMBER SERVICES

Welcome Package Description

General

MHN Online Member Services Welcome package is designed to provide COUNTY's employees and eligible dependents online access to Employee Assistance Program ("EAP") benefits, practitioner and provider searches, authorizations and behavioral health services that include a number of self-help programs, as well as professional assistance.

The MHN Online Member Services Welcome package features include:

Your EAP Benefits

- EAP Benefit Summary
- Description of Benefits

Emotional Health

- Self-Assessments: Depression, Anxiety, Stress, Insomnia, and Alcohol and Substance Abuse
- Self-Help Programs: Depression, Anxiety, Stress, Insomnia, and Alcohol and Substance Abuse
- Articles & More, Facts and information, Quick Tips
- Links to related sites
- Practitioner Search and Request Authorization

Health and Fitness

- Health Assessment
- Health Calculators
- Articles & More
- Links to related sites

Family & Work

- Child and Elder Care Resource Directories
- Articles & More
- Links to related sites

Financial & Legal

- Financial Calculators
- Articles & More
- Links to related sites

Immediate Crisis Support

Available throughout the site, this function provides COUNTY's employees and eligible dependents with a telephone number should they need urgent intervention from a licensed clinician.

Special Feature

- Monthly Electronic Newsletter

ADDENDUM B

County of San Mateo
Acct #5462

MHN PERFORMANCE GUARANTEES

Effective only upon receipt of a fully executed contract

MHN Standard	Measurement Methodology and/or Source	Reporting / Payment Frequency	Penalty %
APPOINTMENT TURN AROUND TIMES			
<ul style="list-style-type: none"> Ease of Access Ratings to MHN services <i>A minimum of 85% of the client satisfaction survey respondents will rate the ease of access of MHN services with a "good" or above.</i> <i>Urgent</i> 	<p>All survey analysis requires a minimum of 100 to measure and report metric. If less than 100 responses have been received, MHN's book of business results will be used as an alternative.</p> <p><i>100% within 48 hours</i></p>	Annual / Annually	20%
SATISFACTION SURVEY			
<ul style="list-style-type: none"> MHN satisfaction ratings <i>A minimum of 85% of the client satisfaction survey respondents will rate the overall quality of MHN services with a "good" or above.</i> 	Client Satisfaction Survey results	Annual / Annual	20%
PROVIDER NETWORK			
<ul style="list-style-type: none"> Network Availability 90% access at Urban and Suburban levels and 85% access at Rural levels ○ Individual Providers <ul style="list-style-type: none"> <i>Urban – 1 provider within 10 miles</i> <i>Suburban 1 provider within 25 miles</i> <i>Rural – 1 provider within 40 miles</i> 	Geo Access Report	Annual / Annual	20%
PG REPORTS TURN AROUND TIMES			
<ul style="list-style-type: none"> Annual Reports provided within 90 day of year's end 	Account Management Mailing	Annual/Annual	20%

MHN PERFORMANCE METRIC ASSUMPTIONS

<ul style="list-style-type: none">● <i>Standards and penalties are to be implemented upon new contract effective date for a new account or the renewal date for a current account.</i>
<ul style="list-style-type: none">● The maximum penalty percentage is not to exceed 10% for EAP only of the total premium paid and includes any applicable risk corridor fees/penalties.
<ul style="list-style-type: none">● <i>No one metric will represent more than 25% of the total possible penalty percentage.</i>
<ul style="list-style-type: none">● <i>Although more frequent reporting of performance results may be provided, the annual performance average will be utilized as the basis for penalty application.</i>
<ul style="list-style-type: none">● Annual penalties, if any, will be calculated within 90 days of the close of the period.
<ul style="list-style-type: none">● Performance reporting frequency is specified within the MHN Performance Metric exhibit.