

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

THIS AGREEMENT, entered into this _____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and Mental Health Association of Alameda County, 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 patients' rights advocacy 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 and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Program Budget

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 Agreement exceed FIVE HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$581,855).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2006, through June 30, 2009.

This Agreement may be terminated by Contractor, the Director of the Health Department 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 Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division 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 and Other Requirements

- 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 Agreement.
- 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 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 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.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) 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.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Mental Health Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Mental Health Association of Alameda County
Stephen Bischoff
954 60th Street, Suite 10
Oakland, California 94608

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

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MENTAL HEALTH ASSOCIATION OF
ALAMEDA COUNTY



Contractor's Signature

Date: 6/19/06

Long Form Agreement/Non Business Associate v 1/09/06

MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY
FY 2006 - 2009
Exhibit "A"

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

I. Description of Services to be Performed by Contractor

A. Advocacy Services

The contractor will act as the required State mandated patients' rights advocacy service for San Mateo County's Mental Health Services Division pursuant to State laws and regulation. Contractor shall provide Patient's Rights Advocacy Services for mental health clients of all ages served by any mental health facility, service or program (as defined by Section 5500(c) of the W & I Code) within San Mateo County. This includes current, former and/or those prospective clients attempting to access mental health services. The contractor will provide direct services for patients' rights advocacy, including the full spectrum from self-advocacy to referral to legal services. As stated in Welfare and Institution Code 5521, county patients' rights advocates shall not duplicate, replace or conflict with existing or mandated local legal representations.

The contractor will provide individual and system advocacy. Contractor advocates will represent the clients' expressed interests as defined by the client, as long as those interests are consistent with statutory requirements and are achievable within the advocate's resources as stated from the September 1998 State Office of Patients' Rights Advocacy Manual. The advocate's duties include, but are not limited to, the following:

1. Complaint Resolution

- a. Receive and investigate complaints from or concerning recipients of mental health services residing in licensed health or community care facilities regarding abuse, unreasonable denial or punitive withholding of rights guaranteed under the provisions of Division 5 (commencing with Section 5000). Contractor shall respond to all complaints within two (2) working days.

- b. Respond to complaints from family members or friends of client, if client expresses his/her wish that the complaint be investigated.
 - c. Complaints shall be resolved at the lowest level possible.
 - d. Coordinate with Mental Health Services staff to determine whether the client has attempted to utilize the Mental Health Services processes for responding to complaints and grievances. If the client has not utilized any existing Mental Health Services process, the contractor will inform the client of those options and assist the client in pursuing them, if he/she so desires.
 - e. Contractor shall give priority to those persons who are in acute psychiatric distress.
 - f. Contractor will maintain confidential, organized, and accurate records of all calls received, all investigations conducted, and all investigation reports. Detailed client records will be kept in locked file cabinets and/or in computer files that are password-protected.
2. Monitor mental health facilities for compliance with patients' rights laws, regulations and policies (Cal. Welf. & Inst. Code §5520(b), Cal. Code Regs. tit. 9 §863.2). Areas of compliance that may be monitored include: relevant policy and procedures; provision of prompt medical care; use of seclusion and restraint; informed consents for medications; and procedures for use of Electro Convulsive Treatment (ECT). There shall be two levels monitoring, informal and formal. Informal monitoring will be done by scanning charts for potential/actual violations of patients' rights. Each of the facilities below will receive informal monitoring a minimum of once per quarter:

Cordilleras Center
Mills-Peninsula Hospital
San Mateo Medical Center
Sequoia Hospital
Veterans Administration (Menlo Park)

Formal monitoring will be done to examine specific areas, such as good cause for denial of rights, informed consent requirements, and use of seclusion and restraints. Finding from formal monitoring shall be reported to the Mental Health Director.

3. Outreach

- 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 Patients' 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. Training subject matter shall include the content of, and be subject to, Mental Health Services policy 04-07 ("Advance Health Care Directives").

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:
 - 1) Interview all patients who have been certified and will receive a Certification Review Hearing. Facilities are responsible for notifying Contractor of patients who are scheduled for hearings. The purpose of the interview is to accomplish the following:
 - a) Help the patient understand the purpose of the certification review process and the reasons he/she has been certified;
 - b) Assist the patient in obtaining the presence of any other person(s) he/she may wish present at the hearing;
 - c) Explore alternatives to continued involuntary hospitalization;
 - d) Ascertain if patient wishes representative or an attorney to assist or provide representation at the Hearing; and
 - e) Explain the right to appeal the decision if certification is upheld.
 - 2) Attendance at all Certification Review Hearings at Veteran's Administration (Menlo Park), Sequoia Hospital, Mills-Peninsula Hospital, and the San Mateo Medical Center, giving the maximum assistance that is practical given the capacity of the patient, the program staff time available, and time constraints of the legal hearing process.
 - 3) Maintain records of all patients reported as having been certified. For all facilities a telephone log of certified patients shall be maintained that includes the following:

- a) Patient's name
- b) Date of report
- c) Date of certification
- d) Certification code
- e) Name of facility
- f) Name of person who made the report

Additional records are kept for patients who are interviewed by Contractor staff.

- b. Capacity Hearings Representation shall include the following:
 - 1) Meet with all patients receiving Capacity Hearings to assist understanding of the informed consent process and the Capacity Hearing process
 - 2) Provide hearing representation;
 - 3) Explain the right to a de novo review of the Capacity Hearing decision.
 - 4) Related services and assistance for Capacity Hearings, other than actual representation at Capacity Hearings, shall be provided to all patients as needed. This shall include providing information to patients who may be subjects of a Petition for a Capacity Hearing regarding their rights to informed consent about antipsychotic medications, and the Capacity Hearing process.
 - 5) Maintain records of all patients reported as subjects of Petitions for Capacity Hearings. Additional records shall be kept for patients whose cases require representation at the proceedings prior to and during the Capacity Hearing.
7. Exchange information and cooperate with the State Patients' Rights Office.
8. Staffing:

Contractor shall provide culturally competent services to diverse cultural and linguistic populations of San Mateo County. Advocates shall be culturally competent and able to reach culturally and linguistically diverse populations. The contractor will work with the Mental Health Services Division to ensure translations of all materials in threshold languages/threshold interpreter availability. Contractor staff shall attend the yearly statewide Office of Patients' Rights training, attend regular patients' rights regional meetings, maintain advocacy expertise, and provide updates in writing of these activities to the Mental Health Director or designee.

Contractor shall provide patient advocate staff who possess the following qualifications:

- a. Skill in interviewing techniques and able to negotiate challenging interactions with individuals who may be experiencing distress.
- b. Trained in applicable law and issues related to patients' rights and confidentiality. Able to pass an LPS test and/or other competency exams as negotiated through the contract.
- c. Sensitive to consumers and consumer culture and able to respond to consumer interests in the advocacy process.
- d. Culturally competent and linguistically proficient.
- e. Knowledgeable about San Mateo County mental health services.
- f. Able to maintain clear, current and complete written casework in a confidential manner, close cases in a timely manner, and comply with deadlines.
- g. Provide a timely response to client complaints and phone calls.

Contractor shall maintain a staff of 3.45 FTE for the San Mateo County functions, as delineated in Exhibit C (Program Budget), incorporated by reference herein.

B. Reporting

The Mental Health Director or her designee will retain the right and authority to review and approve all written materials, plans and proposed training programs prior to implementation or release to interested parties. The Mental Health Director or her designee shall review, and comment on as necessary, the contractor's monitoring protocols, data collection and report formats, patients' rights compliance review protocol and reports, and other materials as deemed necessary for performance under this contract. Written monitoring reports from the contractor shall be submitted to Mental Health in the form and manner requested by the Mental Health Director or her designee.

Contractor will provide the following reports:

1. As requested by the Mental Health Director, the contractor shall provide verbal or written updates and reports during the course of a prolonged monitoring and shall report verbally or in writing any situation that the contractor believes is of serious concern and adversely affecting patients' rights. This reporting will usually be for complaints that are not resolved at the facility director level.
2. Contractor shall file quarterly reports with the State Department of Mental Health within thirty (30) days of the end of the quarter, in compliance with reporting requirements outlined in Title 9, Article 6, Section 866. Copies of these reports shall be sent to Mental Health Services program manager.
3. The contractor shall maintain a log of complaints that includes the date the complaint was received, the date of response, any investigative process or contacts related to the complaint, whether cultural/linguistic resources were required or utilized, and resolution and disposition of the complaint. A summary of this log shall be submitted to Mental Health Quality Improvement on a quarterly basis.
4. Monitoring reports, which delineate findings and recommendations, will be forwarded to the Mental Health Director or her designee for review and provide response, as necessary, prior to the distribution to the administrator of the monitored program/facility. It shall be the responsibility of Mental Health to obtain program/facility recommendations, action plans and plans of correction directly from programs/facilities.

5. Contractor must report to adult and child protective services as mandated. The contractor shall also report to Health Care Licensing as mandated.
6. At the discretion of the Mental Health Director serious incidents including deaths may be reported to the Contractor to allow for thorough patients' rights review. Contractor shall not unnecessarily duplicate any procedures of investigation/monitoring that are in progress as part of peer review, Mental Health Quality oversight and/or licensing review processes.
7. Contractor shall make monthly Certification Review Hearings reports to include:
 - a. the number of patients reported as certified;
 - b. the number of certified patients interviewed by Contractor;
 - c. the number of certified patients who received review hearings; and
 - d. a summary disposition of the cases of all certified patients, including a summary of the outcome of review hearings.
8. Contractor shall make monthly Capacity Hearing Representation reports to include:
 - a. the number of patients reported to be subject to a petition for a Capacity Hearing;
 - b. the number of cases in which preparation was done in order to determine if representation was required;
 - c. the number of patients represented at Capacity Hearings; and
 - d. a summary of the disposition of hearings, including the outcome of the hearing decisions.

C. Coordination

Contractor shall conduct the following activities in order to smoothly facilitate any and all staff transitions in the provision of Patients' Rights Advocacy services for San Mateo County:

1. Meet with the Deputy Director and Quality Improvement Manager as needed.
2. Work with Program liaison to orient and become familiar with San Mateo County Mental Health Services.

3. Meet with staff involved in the Mental Health Services complaint and grievance process.
4. Meet with facility and program administrators to become familiar with their needs and concerns regarding patients' rights.
5. Work with the supervisor of the Certification Review and Capacity Hearing officers to assure coordination of hearing schedules.
6. Recruit, hire and train Patients' Rights Advocacy staff to work in San Mateo County.
7. Maintain office space and secure necessary furniture and equipment.
8. Prepare mailing to all mental health program sites and residential care facilities to announce new Patients' Rights Advocacy Program staff members.

II. San Mateo County Mental Health Services Responsibilities

- A. Mental Health Services will continue to operate a complaint and grievance process for resolving non-patients' rights complaints and grievances that arise for clients of the Division.
- B. Mental Health Services will make reasonable efforts to provide office space for use by Contractor at a mutually agreed upon location. The office space shall be sufficient to accommodate the staffing levels required by this Agreement. Should Mental Health Services be unable to provide mutually agreed upon office space, Contractor shall be compensated for renting office space up to amount(s) described in Exhibit B of this Agreement.

III. Performance Objectives

Program Goal 1: Patients will receive representation at Certification and Capacity Hearings.

Objective 1: Contractor shall provide representation for 100% of patients who are scheduled for Certifications and Capacity Hearings at Sequoia Hospital, Veteran's Administration Menlo Park, Mills-Peninsula Hospital, and the San Mateo Medical Center, and who elect to have representation by Contractor.

Program Goal 2: Quarterly monitoring of facilities.

Objective 1: Contractor shall provide quarterly informal monitoring at Cordilleras Center, Mills-Peninsula Hospital, San Mateo Medical Center, Sequoia Hospital, and Veterans Administration Menlo Park.

Program Goal 3: Staff of inpatient facilities shall receive training in patients' rights laws, regulations and policies.

Objective 1: Contractor shall provide trainings once during the contract term, and as requested, at Cordilleras Center, Mills-Peninsula Hospital, San Mateo Medical Center, Sequoia Hospital, and Veterans Administration Menlo Park.

MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY
FY 2006 – 2009
Exhibit "B"

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

- I. 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 (10th) working day of each month for the prior month. Subject to the terms and maximum amounts as set forth in paragraphs I.C., I.D. and I.E. of this Exhibit B, payment shall not exceed more than one tenth (1/10) of annual contract maximums without the approval of Director of Mental Health Services.
 - B. Contractor's Annual Budget for services provided through this Agreement is incorporated into this Agreement as Exhibit C. Contractor shall provide County updated annual budgets for each of FY 2007-08 and FY 2008-09. 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. Payment for the period of July 1, 2006 through June 30, 2007
 1. The total payment for services for the period of July 1, 2006 through June 30, 2007 shall not exceed ONE HUNDRED EIGHTY-EIGHT THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS (\$188,248).
 2. Included in this amount is FOURTEEN THOUSAND DOLLARS (\$14,000) which is the whole annual amount for office rental costs as described in Paragraph II.B. of Exhibit A. Payment for office rental costs shall be made should office rental space be required, subject to said Paragraph II.B. of Exhibit A. Payment for office rental space for a period of time less than the entirety of FY 2006-07 shall be pro-rated based upon this annual amount.
 - D. Payment for the period of July 1, 2007 through June 30, 2008

1. The maximum payment for services for the period of July 1, 2007 through June 30, 2008 shall not exceed ONE HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS (\$193,895).
2. Included in this amount is FOURTEEN THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$14,420) which is the whole annual amount for office rental costs as described in Paragraph II.B. of Exhibit A. Payment for office rental costs shall be made should office rental space be required, subject to said Paragraph II.B. of Exhibit A. Payment for office rental space for a period of time less than the entirety of FY 2007-08 shall be pro-rated based upon this annual amount.
3. The amount of the maximum payment for this period includes a 3% cost of living adjustment (COLA). The inclusion of this COLA for this period is subject to the approval of the County. The granting of such approval for this period, should it occur, shall be made in the spring of 2007.

E. Payment for the period of July 1, 2008 through June 30, 2009

1. The maximum payment for services for the period of July 1, 2008 through June 30, 2009 shall not exceed ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED TWELVE DOLLARS (\$199,712).
2. Included in this amount is FOURTEEN THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS (\$14,853) which is the whole annual amount for office rental costs as described in Paragraph II.B. of Exhibit A. Payment for office rental costs shall be made should office rental space be required, subject to said Paragraph II.B. of Exhibit A. Payment for office rental space for a period of time less than the entirety of FY 2008-09 shall be pro-rated based upon this annual amount.
3. The amount of the maximum payment for this period includes the COLA as described in Paragraph I.D.3. of this Exhibit B and an additional 3% COLA. The inclusion of either or both of these COLAs is subject to the approval of the County. The granting of such approval for this period, should it occur, shall be made in the spring of 2008.

- F. In any event, the total payment for services shall not exceed FIVE HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$581,855) for the period of July 1, 2006 through June 30, 2009.
- G. Budget modifications may be approved by the Director of the Health Department or her designee, subject to the maximum amount set forth in Paragraph 3.
- H. The Director of the Health Department is authorized to execute subsequent amendments and minor modifications not to exceed an aggregate of \$25,000 and to make minor changes in the type of services and activities provided under the Agreement.
- I. 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. County shall have the right to withhold payment if County determines that the quantity or quality of work performed is unacceptable. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- J. In the event this Agreement is terminated prior to June 30, 2009, Contractor shall be paid for services already provided pursuant to this Agreement.
- K. Contractor shall submit to County year-end cost reports no later than ninety (90) days after the end of the fiscal year (September 28th), upon request. These reports 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.
- L. 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 _____”

M. 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 - Program Budget

San Mateo County Patients' Rights Program - Budget FY 07

Annual Budget FY 2006-07

Compensation	FTE		
Program Director	0.20	\$	14,200
Patient Representatives & Rights Advocates	3.00	\$	98,400
Advocacy Coordinator	0.05	\$	2,066
Secretarial	0.15	\$	4,800
Agency Director	<u>0.05</u>	\$	3,800
Total FTE	3.45		
Subtotal salaries		\$	123,266
Payroll costs & benefits		\$	28,968
Total compensation		\$	152,234
Operations			
Supplies		\$	3,314
Telephone		\$	3,000
Postage		\$	500
Insurance		\$	1,200
Local Travel		\$	8,000
Training		\$	1,000
Equipment		\$	500
Office rental		\$	14,000
Subtotal operations		\$	31,514
Administrative Overhead		\$	4,500
Total 06-07		\$	188,248

ATTACHMENT I

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 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.

STEPHEN J. BISCIUFF

Name of 504 Person - Type or Print

MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY

Name of Contractor(s) - Type or Print

954-60TH ST. #10

Street Address or P.O. Box

OAKLAND CA 94608

City, State, Zip Code

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

Stephen J. Biscuff

Signature

EXECUTIVE DIRECTOR

Title of Authorized Official

6/19/06

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Mental Health Association of Alameda County
Contact Person: Stephen Bischoff
Address: 954 60th Street, Suite #10
Oakland, CA 94608
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? 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 19TH day of JUNE, 2006 at OAKLAND, CA.
(City) (State)


Signature

STEPHEN J. BISCHOFF
Name (Please Print)

EXECUTIVE DIRECTOR
Title

COUNTY OF SAN MATEO
HEALTH DEPARTMENT ADMINISTRATION

MEMORANDUM

DATE: June 5, 2006

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

CONTRACTOR: Mental Health Association of Alameda County

DO THEY TRAVEL: yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: yes

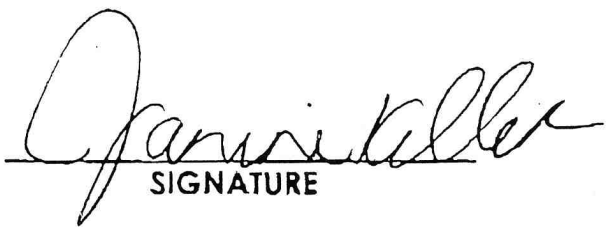
DUTIES (SPECIFIC): See attached

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>statutory</u>

APPROVE ✓ WAIVE _____ MODIFY _____

REMARKS/COMMENTS:


SIGNATURE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2006

PRODUCER (925) 680-7405
Jay-Marie Garcia Insurance Lic#:0668893
1630 Contra Costa Blvd. #215

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.

Pleasant Hill CA 94523-

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
ALAMEDA COUNTY MENTAL HEALTH ASSOC.
954 60th Street #10

INSURER A: **Nonprofits Insurance**
INSURER B: **ALLIANCE OF CALIFORNIA**
INSURER C: **THIS CERTIFICATE**
INSURER D: **REPLACES ANY PREVIOUS**
INSURER E: **CERTIFICATE ISSUED**

Oakland CA 94608-

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2006-10521-NPO	01/16/2006	01/16/2007	EACH OCCURRENCE \$ 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 AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2006-10521NPO	01/16/2006	01/16/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE 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 OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER HOST LIQUOR LIABILITY	2006-10521-NPO	01/16/2006	01/16/2007	EACH OCC/AGGREGATE 1,000,000
A		SOCIAL SERVICE	2006-10521-NPO	01/16/2006	01/16/2007	EACH OCC/AGGREGATE 1,000,000
		PROFESSIONAL LIAB		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE CERTIFICATE HOLDER LISTED IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO INSURED'S CONTRACT WITH THE COUNTY OF SAN MATEO (PER FORM CG20100704) .LIABILITY ONLY. 10 DAY NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

(650) 573-2641 () -
JOHN KLYVER

SAN MATEO COUNTY MENTAL HEALTH SERVICES
225-37TH AVE
SAN MATEO CA 94403-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Howard P. Davis

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
San Mateo County Mental Health Services	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CERTHOLDER COPY

NB

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-28-2008

GROUP:
POLICY NUMBER: 0221883-2008
CERTIFICATE ID: 12
CERTIFICATE EXPIRES: 03-28-2007
03-28-2008/03-28-2007

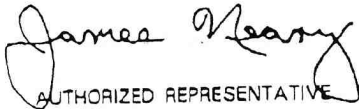
SAN MATEO COUNTY MENTAL HEALTH SERVICES NB
ATTN JOHN KLYVER
225 37TH AVE
SAN MATEO CA 94403-4324

This is to certify that we have issued a valid Workers' 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.


AUTHORIZED REPRESENTATIVE


PRESIDENT

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

ENDORSEMENT #2086 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-28-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ALAMEDA COUNTY MENTAL HEALTH ASSOCIATION (A
NON-PROFIT CORP.)
854 80TH ST STE 10
EMERYVILLE CA 94608

[CCH,CS]
PRINTED : 08-28-2008

(REV. 2-05)