

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CAMINAR**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, 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 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 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—Contractor's FY 2006-07 Budget

Attachment C—Election of Third Party Billing Process

Attachment D—Payor Financial Form

Attachment I—§ 504 Compliance

Attachment 2—SAMSHA Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

Attachment 3—SAMSHA Certification Regarding Environmental Tobacco Smoke

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 SIX MILLION TWO HUNDRED THIRTY THOUSAND THREE HUNDRED NINETEEN DOLLARS (\$6,230,319).

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, 2007.

This Agreement may be terminated by Contractor, the Director of Mental Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance 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 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 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.

12. 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.

13. 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.

14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

15. 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.

16. 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:

Caminar
1720 South Amphlett Boulevard, #118
San Mateo, CA 94401

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

CAMINAR



Contractor's Signature

Date: 7/31/06

Long Form Agreement/Non Business Associate v 6/29/06

Exhibit "A"

CAMINAR: 2006-07

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

I. REHABILITATIVE MENTAL HEALTH SERVICES

A. Introduction

1. Rehabilitative Mental Health Services focus on client needs, strengths, and choices; the client is always involved in service planning and implementation. The goal of rehabilitation is to help clients take charge of their own lives through informed decision making. Services are based on the client's desired results from mental health services (long term goals) concerning his/her own life, and considering his/her diagnosis, functional impairments, symptoms, disabilities, life conditions, and rehabilitation readiness. Services are focused on achieving specific shorter term personal milestones (measurable objectives) to support the client in accomplishing his/her desired results.
2. Program staffing is multi-disciplinary and strives to reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons are encouraged to participate in the planning and implementation process to help the client meet his/her needs, choices, responsibilities and desires. Programs are designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.
3. Services are optimal when delivered to clients who live in housing of their own choice. Single room occupancy is a highly valued housing choice by clients and is emphasized in resource development and service planning.
4. Psychiatric services, medication support and service, and medical oversight will be provided by Contractor's Medical Director.

B. Services

Contractor shall provide Crisis Residential Treatment Services, Transitional Residential Treatment Services, two Case Management Services programs (1) Intensive Case Management (REACH) which includes Supplemental Case Management, and 2) New Ventures Case Management (New Ventures/Tehanan) which includes the Wellness and Recovery Action Partnership (WRAP)), Rehabilitation Services (including Supported Education Services, Supported Employment Services, and Training and Consulting), and Young Adult Independent Living Program (YAIL) Services. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. The Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management is included herein by reference. The San Mateo County Mental Health Services Documentation Manual ("Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the Documentation Manual and this Agreement, the provisions of the Documentation Manual shall prevail. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

1. Crisis Residential Treatment Services

Contractor shall provide a sixteen (16) bed, twenty-four (24) hour crisis residential treatment facility for mentally ill clients ("Crisis Residential Treatment Facility"). As of the effective date of this Contract the Crisis Residential Treatment Facility is known and referred to herein as Redwood House ("Redwood House"). Contractor shall provide such mentally ill clients with therapeutic and/or rehabilitation services in a structured program as an alternative to hospitalization for clients experiencing an acute psychiatric episode or crisis, and who do not present medical complications requiring nursing care ("Crisis Residential Treatment Services"). Contractor shall support clients in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems, and will make available interventions which focus on symptom reduction and management.

- a. Contractor will provide clients admitted to the Crisis Residential Treatment Facility with a mental health assessment.

- b. Ongoing Crisis Residential Treatment Services shall include assessment/evaluation, plan development, therapy/counseling, rehabilitative mental health services, dual diagnosis assessment and treatment, collateral services, and crisis intervention.
- c. Contractor shall provide five thousand one hundred thirty-nine (5,139) client days (88% occupancy at Redwood House) of Crisis Residential Treatment Services to one hundred thirty-five (135) unduplicated clients during the term of this Agreement. A "client day" shall mean any and all services rendered by Contractor on behalf of one (1) client during any single day during which the client was present in the Crisis Residential Treatment Facility.
- d. Contractor shall admit to the Crisis Residential Treatment Facility only those persons who are in need of subacute services; such persons shall be identified according to the following criteria:
 - i. Persons in acute psychiatric distress who require immediate supervised crisis residential treatment and who, in the absence of such community-based treatment, would require admission to full-time inpatient psychiatric services.
 - ii. Minimally functioning clients who require supervised housing on an emergency basis while awaiting specific placement within community facilities.
- e. County Mental Health Services Division Adult Resource Management working closely with acute inpatient, psychiatric emergency services, and Contractor shall authorize persons for admission to the Crisis Residential Treatment Facility, and, in the case of multiple applications for admission, shall prioritize eligible persons for admission.
- f. County Mental Health Services Division Adult Resource Management will work closely with the Crisis Residential Treatment Facility staff and will meet weekly for utilization review and management of residents.

- g. Psychiatrist services will be provided. Duties include psychiatric assessment, medication services, client groups, staff consultation, and liaison with other psychiatrists.
- h. The Crisis Residential Treatment Facility will provide the following:
 - i. The ability to admit more than one person per day to the Crisis Residential Treatment Facility.
 - ii. Admission capability on weekends and after hours.
 - iii. The ability to admit some individuals from psychiatric emergency services:
 - 1) County will work together with Contractor to define which clients are appropriate admissions from psychiatric emergency services.
 - 2) County Resource Management team will work with psychiatric emergency services to complete licensing requirements prior to or within seventy-two (72) hours following a client's admission to the Crisis Residential Treatment Facility.
 - iv. A program structure that promotes life skills training, addresses dual diagnosis issues via substance abuse groups and mandatory group participation in at least 3 to 5 groups a day, 7 days a week.

2. Transitional Residential Treatment Services

Contractor shall provide two (2) twenty-four (24) hour transitional residential treatment facilities for a total of twenty-four (24) beds for mentally ill clients (each a "Transitional Residential Treatment Facility" or collectively "Transitional Residential Treatment Facilities"). As of the effective date of this Agreement, the Transitional Residential Treatment Facility beds are distributed between the facilities known and referred to herein as Hawthorne House ("Hawthorne House") with twelve (12) beds, and Eucalyptus House ("Eucalyptus House") with twelve (12) beds. Treatment and/or rehabilitation services shall be provided in a structured therapeutic community at each Transitional Residential Treatment Facility and shall include a range of activities and services for clients who would be at risk of hospitalization, or other institutional placement, were they not in this residential program ("Transitional Residential Treatment Services"). Contractor shall support clients in their efforts to restore, maintain and apply interpersonal and independent living skills, and to access community support systems. Contractor shall also make available interventions which focus on symptom reduction.

- a. Transitional Residential Treatment Services shall include assessment/evaluation, plan development, therapy/counseling, rehabilitative mental health services, collateral services and crisis intervention.
- b. Contractor shall provide seven thousand one hundred forty-four (7,144) client days (3,416 client days at Hawthorne House at 78% capacity and 3,728 client days at Eucalyptus House at 85% capacity) of care. A "client day" shall be deemed to mean any and all Transitional Residential Treatment Services rendered by Contractor on behalf of one (1) client during any single day during which the client was present overnight at one of the Transitional Residential Treatment Facilities.
- c. The expected length of stay at a Transitional Residential Treatment Facility is six (6) months. Lengths of stay exceeding six (6) months will require a treatment extension authorization from County.

- d. Eligibility for admission to a Transitional Residential Treatment Facility shall be confined to persons with a serious mental illness and functional impairments that require and shall benefit from a rehabilitation program. County Mental Health Services Division Adult Resource Management shall authorize and, in the case of multiple applications, shall prioritize persons for admission. Admission priority shall generally be given to persons coming from more restricted settings such as hospital and locked sub-acute facilities.

3. Case Management Services

- a. Contractor shall provide case management services ("Case Management Services"). Such Case Management Services shall focus on client needs, strengths and choices, and shall involve the client in service planning and implementation. The goal of Case Management Services is to help clients take charge of their own lives through informed decision making. Case Management Services shall assist the client in acquiring skills and support systems needed to function successfully in environments where they choose to live, learn, work and socialize.
- b. Contractor shall staff two Case Management Services programs, 1) Intensive Case Management (REACH) which includes Supplemental Case Management, and 2) New Ventures Case Management (New Ventures/Tehanan) which includes the Wellness and Recovery Action Partnership (WRAP) (as each is defined below). Staffing for the two Case Management Services programs operated by Contractor shall be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation, and other social characteristics of the community served. Staff for both Case Management Services shall include both licensed and non-licensed individuals who are trained to provide mental health services.
- c. Psychiatrist Services
 - i. At least ninety-five percent (95%) of all cases of clients who have not received care within the previous ninety (90) day period shall be closed.

- ii. An active caseload of one hundred seventy-five (175) clients shall be maintained. (An active client is defined as a person who has had at least one face-to-face contact with a psychiatrist within the previous ninety (90) days.).
- d. Intensive Case Management (REACH) and Supplemental Case Management
 - i. Contractor shall provide an intensive case management program based on an assertive community treatment model to at least an active case load of fifty (50) individuals who are severely and persistently mentally ill ("Intensive Case Management (REACH)"). Referrals for Intensive Case Management (REACH) are to be coordinated with the Resource Management Unit, Mental Health Services Division.
 - ii. Contractor shall provide the following Intensive Case Management (REACH) services:
 - 1) Maintain an approximate ratio of one (1) staff member to ten (10) clients.
 - 2) Provide comprehensive assessment, integrating medical, psychological and social factors, of the clients' service needs.
 - 3) Provide community-based medication support services ("Medication Support Services"). Such Medication Support Services shall include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness, and shall be provided by a staff person within the scope of practice of his/her profession.
 - a) Contractor shall provide eighty thousand (80,000) minutes of Medication Support Services and maintain an active caseload of fifty (50) clients.
 - b) Eligibility for Medication Support Services shall be confined to persons who are in need of medication support services as determined by a clinical assessment.

- 4) Develop service plan based on comprehensive assessment.
- 5) Advocate and assist clients in obtaining services needed to promote independent living in the community.
- 6) Twenty-four (24) hour, seven (7) day a week crisis response capability, including in-home support services, and services at other community sites as appropriate for maintaining client in the community.
- 7) Integration of harm reduction philosophy when working with clients who have substance abuse issues.
- 8) Facilitate clients' involvement in self-help and peer support services/activities.
- 9) Housing services based upon maximizing clients' choice and support for the most independent living arrangement possible. Consultation with landlords as appropriate.
- 10) Facilitate vocational assessment, job development, supported employment and competitive employment.
- 11) Money management, including representative payee services, as appropriate; income maintenance services and assisting clients with budgeting.
- 12) Facilitate access to supported education programs.
- 13) Facilitate access to socialization and recreation programs.
- 14) Provide transportation, as needed, to implement clients' individualized service plan.

iii. Supplemental Case Management Services
Contractor will provide Supplemental Case Management Services as described below:

- 1) Referrals will be accepted from Resource Management to provide temporary intensive case management services to clients who are open to the County Regional Clinics ("Supplemental Case Management").

- 2) County Regional case managers will develop the plan of care to be implemented by the Contractor's case managers. Typical Supplemental Case Management activities will include community based supportive visits, crisis response, assistance with activities of daily living, transportation assistance, and assistance with maintaining housing. Medication monitoring is not an included Supplemental Case Management activity.
 - 3) Supplemental Case Managers will have a caseload of five (5) clients. Services will be time limited to up to three (3) months in duration per client. Supplemental Case Management services will be available on Saturday and Sunday if needed.
 - 4) Contractor will open the case and document and bill for Supplemental Case Management services as appropriate.
 - 5) Contractor will participate in meetings to develop procedures as necessary and will assist in evaluation of the Supplemental Case Management services.
- iv. Contractor shall provide three hundred ninety-five thousand eight hundred sixty-six (395,866) minutes of case management to seventy (70) unduplicated adult clients. Such minutes are calculated based on 65% of 4.38 FTE's for REACH (355,306 minutes) and 65% of .5 FTE for Supplemental Case Management (40,560 minutes).
- e. New Ventures Case Management (New Ventures/Tahanan) and Wellness and Recovery Action Partnership (WRAP)

- i. Contractor shall provide community-based case management services to an average of two hundred eighty (280) seriously and persistently mentally ill clients who are living in the community (apartment, board and care home, hotel, etc.) ("New Venture Case Management" or "New Venture Case Management (New Ventures/Tahanan)"). For New Venture Case Management Contractor shall maintain an approximate ratio of one (1) staff member to twenty-six (26) clients. New Venture Case Management shall include supportive counseling and coordination of resources (medical, psychiatric, social, vocational, educational and housing) necessary to enhance client's potential successful community living.
- ii. As part of New Venture Case Management, Contractor shall provide housing and support services at Tahanan, an apartment complex which provides supportive housing, for clients who are unable to live independently but who do not require twenty-four (24) hour care.
- iii. As part of New Venture Case Management, Contractor shall provide community-based medication support services ("Medication Support Services"). Such Medication Support Services shall include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness, and shall be provided by a staff person within the scope of practice of his/her profession.
 - 1) Contractor shall provide one hundred sixty-seven thousand (167,000) minutes of Medication Support Services and maintain an active caseload of one hundred twenty-five (125) clients.
 - 2) Eligibility for Medication Support Services shall be confined to persons who are in need of medication support services as determined by a clinical assessment.

- iv. Contractor shall provide seven hundred thirty-five thousand (735,000) minutes of New Venture Case Management to at least two hundred eighty (280) unduplicated adult clients.
- v. Contractor will provide additional services, described below, to a sub-population of the clients to whom Contractor provides New Venture Case Management services. Such additional services are known as Wellness Recovery Action Partnership ("WRAP") services. For WRAP services Contractor shall maintain an approximate ratio of one (1) staff member to forty (40) clients.
 - 1) Participants in the WRAP services will be identified using the following criteria:
 - a) No hospitalizations within the last 12 months.
 - b) Demonstrated interest in preparing a wellness recovery action plan and participating in on-going groups and activities to support recovery.
 - 2) Participants will accomplish the following goals:
 - a) Prepare individual wellness recovery action plans.
 - b) Work with a benefits consultant to develop plans for financial self-sufficiency.
 - c) Work with Contractor's Job Plus and Supported Employment staff to develop employment and educational goals
 - d) Develop skills in learning how to access community resources independently.
 - e) Develop a social activities calendar with at least ten (10) activities per year.
 - f) Assess their level of need for on-going system of care services with the intention of developing exit strategies, i.e. obtaining medications from a network physician rather than a regional clinic.

- 3) Contractor shall insure that WRAP participants meet individually and/or in groups to carry out the program objectives outlined above. All WRAP activities will be coordinated by a single New Ventures Case Management manager who will have responsibility for participants in this program. Other Contractor and County staff will support this program including Jobs Plus and Supported Education staff, Contractor's Education and Training Director, and County staff, as needed resources, experts, etc are identified. Approximately five (5) hours per week of WRAP support will be provided by Contractor.
4. Rehabilitation Services (Supported Education Services, Supported Employment Services, and Training and Consulting)
 - a. Supported Education Services
 - i. Contractor will provide case management and support services for a supported education program on the College of San Mateo campus to students with psychiatric disabilities ("Supported Education Services"). In addition, Contractor will teach three specialized classes on a rotating basis throughout the year: Wellness and Recovery, Peer Counseling, and Advanced Peer Counseling.
 - ii. A minimum of two courses will be designed for and taught to mentally ill adults each semester at a community college. The instructor will conduct an evaluation of each class at the end of the semester.
 - iii. Contractor shall provide twelve thousand (12,000) minutes of Supported Education Services and Supported Employment Services (as described below) to one hundred (100) unduplicated adult clients.
 - b. Supported Employment Services

Contractor shall provide supported employment and job placement services to County adults with psychiatric disabilities in the Jobs Plus program ("Supported Employment Services"). Employment specialists assist consumers in preparing for employment and developing job skills. Job developers find positions for consumers in the business community. Once employment is secured, support is offered for the duration of the job. All clients referred to Supported Employment Services, regardless of level of disability, will be offered employment services through Jobs Plus.

c. Enhanced Supported Education Services for Transitional Age Youth

- i. Contractor will provide enhanced supported education services ("Enhanced Supported Education Services") to approximately twenty (20) transition age youth ages 18-25 ("Transition Age Youth" or "TAY") referred by the FSP Provider (as defined in Paragraph I.B.4.b.ii below) and approximately twenty (20) TAY identified by Contractor. All such TAY shall have emotional and behavioral difficulties. Outreach to TAY who are still in high-school or who have dropped out will be provided. The focus of these services will be to engage each TAY in educational activities that will lead to completion of educational plans and employment.
- ii. Contractor shall work in partnership with the Mental Health Services Act ("MHSA") funded Full Service Partnership ("FSP") provider ("FSP Provider") who has been selected to provide TAY services. For purposes of clarification, as of the date of this Agreement the FSP Provider who has been selected to provide TAY services is Edgewood Children's Center.
- iii. Delivery Components

1. Summer Academy: Contractor will provide a "Summer Academy" which will be a quasi-educational program to help students build their confidence and self-esteem so that they will have a better chance of being successful in school and employment. A team teaching model will be employed which utilizes peer counselors, a core instructor, case management services, and guest speaker/mentors.
 2. Transition to College classes: Contractor will provide two "Transition to College" classes, in addition to the classes that the Contractor provides as described in Paragraph I.B.4.a. above.
 3. Academic Counseling: Contractor will coordinate with Disabled Students Programs to provide a Master's level academic counseling intern to offer academic counseling, develop student individual educational plans (IEP), oversee completion of required DSPS paperwork, and provide personal support to TAY students.
 4. Linkage to employment: Contractor will provide services that link students with employment services.
5. Young Adult Independent Living Program (YAIL) Services
- a. Contractor shall provide intensive support services to transition age youth, ages 18-26 years ("Young Adult Independent Living Program (YAIL)" or "YAIL"). YAIL services include intensive case management with an emphasis on education, employment, and the development of independent living skills. Contractor shall provide participants with assistance with housing. Participants may reside in the community or in a 4-unit apartment complex located in Redwood City. Contractor shall provide on-site counseling staff to be available twenty-four (24) hours a day, seven (7) days a week for residents in such Redwood City apartment complex.

- b. Contractor shall provide one hundred sixty-two thousand two hundred forty (162,240) minutes of YAIL services to twenty-one (21) unduplicated clients. Such minutes are calculated based on 65% of 2 FTE's. For YAIL services Contractor shall maintain an approximate ratio of one (1) case manager to ten (10) clients.

6. Property Management

County agrees and acknowledges that Contractor owns property used to provide permanent and transitional housing for adults with serious mental illness. Contractor will provide services which include: Screening clients for eligibility as property residents; rental and leasing to clients; regular property inspections for health, safety, habitability, and County and local code compliance; rent collection; and staffing to ensure property repair and maintenance is completed in a timely manner ("Property Management").

II. ADMINISTRATIVE REQUIREMENTS

- A. Paragraph 13 of the Agreement and Paragraph Q.4. of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

- B. 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.

- 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 shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Division Adult Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.
- E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the Documentation Manual (as defined in Paragraph I.B. of this Exhibit A).
- F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- G. 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.
- H. Advance Directives
- Contractor will comply with County policies and procedures relating to advance directives.
- I. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

J. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

K. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

L. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

M. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

A. Crisis Residential Treatment Services (Redwood House)

Goal: To increase or maintain the probability of clients remaining in the community and decreasing referrals to psychiatric emergency services (PES).

Objective: No more than five percent (5%) of the clients receiving Crisis Residential Treatment Services shall be referred to psychiatric emergency services (PES).

Data collection to be completed by Contractor.

B. Transitional Residential Treatment Services

Goal: To increase or maintain the probability of clients remaining in a community-based setting.

Objective: At least seventy percent (70%) of clients discharged after completion of six (6) months or more of treatment in Transitional Residential Treatment Services program shall be discharged to more independent living.

Data collection to be completed by the County in cooperation with Contractor.

C. Case Management programs (i.e. Intensive Case Management (REACH) and New Venture Case Management) and Young Adult Independent Living Program (YAIL)

1. Hospitalizations

Goal: To increase or maintain the probability of clients remaining in the community and out of the hospital.

Objective: No more than fifteen percent (15%) of the clients' in each of the programs listed above in this Paragraph III. C. shall be hospitalized

Data collection to be completed by Contractor.

Note: Contractor shall establish baseline data for the FY 2006-07 contract year in order to set realistic outcomes for subsequent contract years.

2. Homeless

Goal: To increase or maintain the probability of clients remaining in community housing and not becoming homeless.

Objective: No more than five percent (5%) of clients in each of the programs listed above in this Paragraph III.C. shall become homeless.

Data collection to be completed by Contractor.

3. Enhanced Supported Education Services for Transitional Age Youth

Goal: To increase the educational outcomes of TAY who are part of the FSP.

Objective: At least eighty-five percent (85%) of TAY will achieve a grade point average of two point zero (2.0) or greater after completion of one year of Enhanced Supported Education Services.

Objective: At least eighty-five percent (85%) of TAY will score higher on the Quality of Life Assessment after completion of one year of Enhanced Supported Education Services than they scored at their enrollment into the program.

Objective: At least eighty-five percent (85%) of TAY will score higher on the Development Assets Assessment after completion of one year of Enhanced Supported Education Services than they scored at their enrollment into the program.

Data collection to be completed by Contractor.

4. Employment

Goal: To increase or maintain the probability of clients working in paid or unpaid positions, or actively seeking employment.

Objective: There shall be an increase of at least five percent (5%) in the clients in each of the programs listed above in this Paragraph III.C. who are working in paid or unpaid positions, or actively seeking employment.

Note: Contractor shall establish baseline data for the FY 2006-07 contract year in order to set realistic outcomes for subsequent contract years.

Data collection to be completed by Contractor.

5. Incarcerations

Goal: To increase or maintain the probability of clients remaining in the community and not being incarcerated.

Objective: No more than five percent (5%) of clients in each of the programs listed above in this Paragraph III.C. shall be incarcerated.

Data collection to be completed by Contractor

D. Satisfaction

Goal: To enhance clients' satisfaction with the services provided.

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

Objective 2: At least ninety percent (90%) of customer survey respondents will rate access to mental health services as good or better.

Data collection to be completed by the County in cooperation with Contractor.

Exhibit "B"

CAMINAR: 2006-07

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 under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

- A. The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement:

| | |
|---|-------------|
| Crisis Residential Treatment Services | \$1,168,345 |
| Transitional Residential Treatment Services | 1,047,010 |
| Case Management | |
| Intensive Case Management (REACH) | |
| and Supplemental Case Management | 1,479,945 |
| New Ventures Case Management | 1,785,454 |
| Wellness Recovery Action Partnership | 17,305 |
| Rehabilitation Services | |
| Supported Education and Employment Services | 263,515 |
| Enhanced Supported Education Services for TAY | 159,700 |
| Young Adult Independent Living (YAIL) | 309,045 |
| TOTAL CONTRACT OBLIGATION | \$6,230,319 |

- B. Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services under this Agreement. Unless otherwise authorized by the Director of Health 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.
- C. In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed SIX MILLION TWO HUNDRED THIRTY THOUSAND THREE HUNDRED NINETEEN DOLLARS (\$6,230,319).

- D. Contractor's annual 2006-2007 budget is attached and incorporated into this Agreement as Exhibit C.
- E. Budget modifications may be approved by the Director of the Health Department or her authorized representative, subject to the maximum amount set forth in Paragraph C of this Exhibit B.
- F. The Director of Health 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.
- G. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- H. In the event this Agreement is terminated prior to June 30, 2007, 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 Health or her authorized representative.
- I. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- J. Monthly Reporting
 - 1. 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. The invoice shall include a summary of services and charges for the month of service.
 - 2. The summary ("Summary") shall include data on caseload, units of service, type of housing provided, vacancy rate, and other evaluative information as requested by County. Such Summary will accompany the invoice described above. The Summary shall become incorporated into an annual (fiscal year-end) report which shall include such information as the Director of the Mental Health Services or her authorized representative requires to permit reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.

3. In addition Contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - b. County approved form(s) or electronic format which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided and duration of service (days/hour/minute format).
 4. County reserves the right to change the Service Report Forms, Summary, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.
- K. 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.
- L. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- M. Cost Report
1. 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.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph R of this Exhibit B.
3. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in Paragraph C of this Exhibit B.

N. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph M of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.
 - b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.
2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph M of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

O. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

P. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Mental Health Services Division of the Health Department. Contractor shall meet quarterly with County contract monitor, as designated by the Deputy Director of Adult and Older Adult Services, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

Q. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. 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 _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph II.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

R. 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.

S. Substance Abuse and Mental Health Services ("SAMSHA") Grant

The Contractor and County acknowledge and agree that at least part of the funding for this Agreement is from SAMSHA grant funding, and as such, the following restrictions and requirements shall apply:

1. Funding must be used according to the following criteria:
 - a. Services must be provided to residents principally residing in a defined geographic area (referred to as service areas);
 - b. Outpatient services, including specialized outpatient services for children, the elderly, individuals with a serious mental illness, and residents of the service areas of the centers who have been discharged from inpatient treatment at a mental health facility;
 - c. 24-hour-a-day emergency care services;
 - d. Day treatment or other partial hospitalization services, or psychosocial rehabilitation services;
 - e. Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission;
 - f. Mental health services shall be provided, within the limits of the capacities of the centers, to any individual residing or employed within the service area regardless of ability to pay for such services; and

- g. Mental health services of the center are available and accessible promptly, as appropriate and in a manner that preserves human dignity and assures continuity and high quality care.
- 2. Funds may not be expended for the following purposes:
 - a. To provide inpatient services;
 - b. To make cash payments to intended recipients of health services;
 - c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
 - d. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
 - e. To provide financial assistance to any entity other than a public or nonprofit private entity.

3. Certifications

Contractor shall sign and submit, and shall comply with the following Certifications which are hereby included as part of this agreement by reference herein:

- a. Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment 2)
- b. Certification Regarding Environmental Tobacco Smoke (Attachment 3)

Exhibit C – Contractor's FY 2006-07 Budget

CAMINAR SAN MATEO BUDGET FISCAL YEAR 2006 - 2007

| | Rehab Services Supported Employ/Ed | WRAP Peer Sppt and Consultant | New Ventures Case Mngmnt | YAIL | Reach Intensive Case Mngmnt | Crisis Residential | Transitional Residential | SUBTOTAL BUDGET | TAY | TOTAL BUDGET |
|------------------------------|---|--|-----------------------------------|----------------|--------------------------------------|-----------------------|-----------------------------|--------------------|----------------|------------------|
| Program Service Fees | | | | | | | | | | |
| SM County Contract 06-07 | 252,400 | 16,020 | 1,689,969 | 305,000 | 1,400,995 | 1,168,345 | 1,040,000 | 5,872,729 | 139,346 | 6,012,075 |
| Additional SM contract 06-07 | 11,115 | 1,285 | 95,485 | 4,045 | 78,950 | - | 7,010 | 197,890 | 20,354 | 20,354 |
| Rollover from 05-06 | - | - | - | - | - | 20,000 | - | - | - | 32,000 |
| Misc Revenue | - | - | 12,000 | - | - | - | - | 32,000 | - | - |
| TOTAL REVENUE | 263,515 | 17,305 | 1,797,454 | 309,045 | 1,479,945 | 1,233,345 | 1,277,010 | 6,377,619 | 159,700 | 6,537,319 |

| | PERSONNEL COSTS | | | | | | | | | |
|------------------------------|-----------------|---------------|------------------|----------------|------------------|----------------|----------------|------------------|----------------|------------------|
| Salaries | 168,064 | 12,483 | 916,411 | 188,060 | 789,419 | 663,796 | 688,653 | 3,426,883 | 89,621 | 3,516,505 |
| Payroll Taxes | 12,857 | 955 | 70,105 | 14,387 | 60,391 | 50,780 | 52,682 | 262,159 | 6,856 | 269,015 |
| Workers' Comp. Insurance | 6,278 | 382 | 55,460 | 11,461 | 47,194 | 40,668 | 42,684 | 204,127 | 4,473 | 208,600 |
| Employee Health Plans | 16,942 | 936 | 108,108 | 20,904 | 77,532 | 100,526 | 80,808 | 405,757 | 10,608 | 416,365 |
| Retirement | 5,042 | 374 | 27,492 | 5,642 | 23,683 | 19,914 | 20,660 | 102,807 | 2,689 | 105,495 |
| Unemployment | 3,778 | 280 | 20,622 | 4,231 | 17,762 | 14,936 | 15,494 | 77,102 | 2,017 | 79,119 |
| TOTAL PERSONNEL COSTS | 212,960 | 15,410 | 1,198,199 | 244,685 | 1,015,980 | 890,620 | 900,980 | 4,478,835 | 116,264 | 4,595,099 |

| | CONTRACT COSTS | | | | | | | | | |
|-----------------------------|----------------|----------|----------------|------------|----------------|---------------|---------------|----------------|--------------|----------------|
| Contract Services | 6,000 | - | 6,000 | 500 | 6,000 | 6,000 | 12,000 | 36,500 | 6,000 | 42,500 |
| Doctor Hours | - | - | 117,735 | - | 117,735 | 58,240 | - | 293,710 | - | 293,710 |
| Flex Fund | - | - | - | - | 5,500 | - | - | 5,500 | - | 5,500 |
| TOTAL CONTRACT COSTS | 6,000 | - | 123,735 | 500 | 129,235 | 64,240 | 12,000 | 335,710 | 6,000 | 341,710 |

| | SERVICE & SUPPLY COSTS | | | | | | | | | |
|-----------------------|------------------------|---|---------|-------|--------|-------|--------|---------|-------|---------|
| Transportation/Travel | 3,600 | - | 45,000 | 2,400 | 45,000 | 2,640 | 4,800 | 103,440 | 3,600 | 107,040 |
| Fingerprinting | - | - | 600 | 240 | 240 | 850 | 1,280 | 3,210 | 600 | 3,810 |
| Advertising | 75 | - | 700 | 225 | 450 | 450 | 900 | 2,800 | 600 | 3,400 |
| Equipment Rental | - | - | 7,500 | 500 | 5,000 | 250 | 500 | 13,750 | - | 13,750 |
| Rent: Offices | 2,100 | - | 131,195 | - | 46,540 | - | - | 179,835 | - | 179,835 |
| Telephone Expense | 500 | - | 33,500 | 5,500 | 16,500 | 7,200 | 12,400 | 75,600 | 1,200 | 76,800 |

[illegible][illegible]

Attachment C
Election of Third Party Billing Process

Effective July 1, 2005, San Mateo County Mental Health Services will be required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

In order to comply with the serial billing requirement you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this information. Please select and complete one of the two options below:

Option One

Our agency will bill other insurance, and provide San Mateo County Mental Health Services (SMCMHS) with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCMHS for the remainder.

We _____ (agency name) elect option one.

Signature of authorized agent

Name of authorized agent

Telephone number

Option Two

Our agency will provide information to San Mateo County Mental Health Services (SMCMHS) so that SMCMHS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCMHS Billing Office with the completed "assignment" that indicates the client's permission for SMCMHS to bill their insurance.

We CAMINAR (agency name) elect option ~~one~~ two

[Signature]
Signature of authorized agent

BARRY SHEA
Name of authorized agent

650-286-4430
Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Business Systems Manager
Mental Health Services
225 37th Avenue
San Mateo, CA 94403
(650) 573-2284

Attachment D - Payor Financial Form

| | | |
|---|--|--|
| AGENCY NAME: | | |
| Client's Last Name/MH ID # (if known) | First Name M.I. | Alias or other names Used |
| Client Date of Birth | Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, Social Security Number (Required) | 26.5 (AB3632) <input type="checkbox"/> Yes <input type="checkbox"/> No IEP (SELPA) start date _____ |
| Does Client have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Share of Cost? <input type="checkbox"/> Yes <input type="checkbox"/> No Client's Medi-Cal Number (BIC Number)? _____ Please attach copy of MEDS Screen If client is Full scope Mcal, skip the remaining sections of this form and fax to MIS/Billing Unit – 573-2110 Is Client Potentially Eligible for Medi-Cal Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No Client Referred to Medi-Cal? <input type="checkbox"/> Yes, give date: _____ <input type="checkbox"/> No Is this a Court-ordered Placement? <input type="checkbox"/> Yes <input type="checkbox"/> No Does Client have Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check all that apply _____ Part A _____ Part B _____ Part D (effective 1/1/06) What is the Client's Medicare Number? _____ | | |
| Responsible Party's Information (Guarantor): | | |
| Name _____ | Phone _____ | Relationship to Client _____ <input type="checkbox"/> Self |
| Address _____ | City _____ | State _____ Zip Code _____ |
| <input type="checkbox"/> Refused to provide Financial Information and will be charged full cost of service. | | |

FINANCIAL ASSESSMENT – Annual UMDAP (Uniform Method of Determining Ability to Pay)

| | |
|--|---|
| Gross Monthly Income (include all in the Household) A. Self\$ _____ B. Parents/Spouse/Domestic Partner\$ _____ C. Other\$ _____ Number of Persons Dependent on Income _____ | Allowable Expenses A. Court Ordered Monthly Obligation\$ _____ B. Monthly Child Care Payments (Only if Necessary for Employment)\$ _____ C. Monthly Dependent Support Payments\$ _____ D. Monthly Medical Expense Payments\$ _____ E. Monthly Mandated Deductions for Retirement Plan (Do not include Social Security).....\$ _____ F. Housing Cost (Mortgage/Rent)\$ _____ |
| Asset Amount (List all liquid assets) A. Savings\$ _____ B. Checking\$ _____ C. Stocks\$ _____ | |

3rd Party HEALTH INSURANCE INFORMATION

| | |
|--|--|
| Health Plan or Insurance Company (Not employer) Name of Company _____ Street Address _____ City _____ State _____ Zip _____ Insurance Co. phone number _____ | Policy Number _____ Group Number _____ Name of Insured Person _____ Relationship to Client _____ Social Security Number of Insured Person _____ (if other than client) |
| Does this Client have Healthy Families Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete San Mateo County Mental Health SED form. | Does this Client have Healthy Kids Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No Does this Client have HealthWorx Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No |

CLIENT AUTHORIZATION – This section is not required for Full scope Medi-Cal Clients

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I pay the lesser amount. It is my responsibility to agree to provide verification of income, assets and expenses. If I do not, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided under 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

Signature of Client or Authorized Person

Date

Reason if client is unable to sign

Client Refused to Sign Authorization: ☐ (Please check if applicable) Date _____ Reason _____

Name of Interviewer

Phone Number

Best Time to Contact _____

FAX COMPLETED COPY TO: MIS/BILLING UNIT (650)-573-2110

ENTERED BY

San Mateo County Mental Health Services Use Only
CLIENT ACCOUNT #

DATA ENTRY DATE

MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBILITY

Below are instructions for accessing the State's MEDS (Medi-Cal Eligibility Determination System) to determine eligibility and clearing share of cost through the internet. If you do not have access to the internet, please call Bernadette Ortiz (phone: 650-573-2712) or Analiza Salise (phone: 650-573-2442) to verify eligibility.

Instructions for Obtaining Medi-Cal Eligibility Using Internet

- Double click on Internet Explorer
- Type in the address box: **<https://www.medi-cal.ca.gov/eligibility>**
- From the Login Center Transaction Services screen, enter
Userid: **usually 5 zeros followed by your provider number**
- Enter state assigned password – call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine Patient's Eligibility
- From Perform Eligibility screen fill in the following fields:
 - Recipient ID – enter the client's Social Security # (without dashes)
 - Date of Birth – enter the client's DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, enter today's date (mm/dd/yyyy)
 - Date of Service – enter the date on which the service is to be performed (mm/dd/yyyy)
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Instructions for Clearing Medi-Cal Share of Cost Using Internet

- Double click on Internet Explorer
- Type in the address box: <https://www.medi-cal.ca.gov/eligibility>
- From the Login Center Transaction Services screen, enter
Userid: **your provider number preceded by 5 zeros**
- Enter state assigned password - call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine
Share of Cost
- From Perform SOC screen fill in the following fields:
 - Recipient ID – enter the client’s Social Security # (without dashes)
 - Date of Birth – enter the client’s DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, and clearing service for the current month, enter today’s date. If you are clearing a retroactive service, you must have the BIC issue date. (mm/dd/yyyy)
 - Date of Service – enter service date for the “SOC Clearance.” (mm/dd/yyyy)
 - Procedure Code – enter the procedure code for which the SOC is being cleared. The procedure code is required. (90862, 90841, 90882, etc.)
 - Billed Amount – enter the amount in dollars and cents of the total bill for the procedure code. (ex. 100 dollars would be entered as 100.00). If you do not specify a decimal point, a decimal followed by two zeros will be added to the end of the amount entered.
 - Share of Cost Case Number – optional unless applying towards family member’s SOC case
 - Amount of Share of Cost – optional unless a SOC case number was entered
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Select SOC Case – this item affects how the Patient Recall button (described above) functions. Simply select the circle above the SOC case number that you want the Patient Recall button to use when it fills out the form. Note that the SOC case numbers are only available if the previous transaction was an Eligibility transaction.

The “Last Used” choice contains the SOC Case number that was used if the previous transaction was a SOC transaction. This is also a default choice if none are selected.

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.

BARRY SHEA

Name of 504 Person - Type or Print

Caminar

Name of Contractor(s) - Type or Print

1720 South Amphlett Boulevard, Suite 123

Street Address or P.O. Box

San Mateo, CA 94401

City, State, Zip Code

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

[Signature]

Signature

CEO

Title of Authorized Official

7/31/06

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."

CERTIFICATIONS

CERTIFICATION REGARDING LOBBYING

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

SALARY CAP

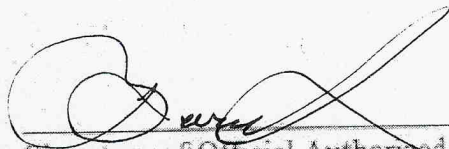
The undersigned certifies that no grant funds will be used to pay an individual salary at a rate in excess of \$180,100 per year, not including benefits.

DRUG FREE WORK ENVIRONMENT

The undersigned certifies that reasonable efforts are made to maintain a drug-free work place in all programs supported by the Block Grant funds.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

- 1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/application.



Signature of Official Authorized
to Sign Application

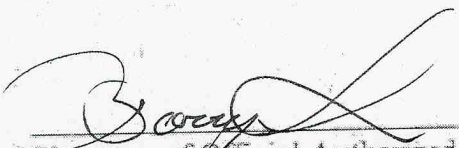
07/31/06
Date

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.



Signature of Official Authorized
to Sign Application

07/31/06
Date

CONTRACT INSURANCE APPROVAL

DATE: July 12, 2006
TO: Steve Rossi FAX: 363-4864 PONY: EPS 163
FROM: Liz Kauk
PHONE: 573-2242 FAX: 573-2841 PONY: MLH 322

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Caminar

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? yes

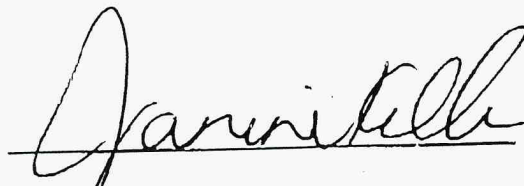
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: see attached

The following will be completed by Risk Management:

| INSURANCE COVERAGE: | Amount | Approve | Waive | Modify |
|---------------------------------|-------------|-------------------------------------|--------------------------|--------------------------|
| Comprehensive General Liability | \$1,000,000 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Motor Vehicle Liability | \$1,000,000 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Professional Liability | \$1,000,000 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Workers' Compensation | statutory | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

REMARKS/COMMENTS:


Risk Management Signature

7/12/06
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/02/2006

PRODUCER
Serial # 100314
ERNEST BLOOMFIELD & ASSOCIATES
REHABILITATION & RECOVERY INSURANCE AGENCY, INC.
22 BATTERY STREET, SUITE 503
SAN FRANCISCO, CA. 94111

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.

INSURED
CAMINAR, INC.
1720 AMPHLETT BLVD., SUITE 118
SAN MATEO, CA 94402

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: AMERICAN STATES INSURANCE CO.
INSURER B: FIRST NATIONAL INSURANCE CO.
INSURER C: GENERAL INSURANCE COMPANY
INSURER D:
INSURER E:

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 POLICES 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 | | GENERAL LIABILITY | 01CG72588220 | 2/15/06 | 2/15/07 | EACH OCCURRENCE \$ 1,000,000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ 10,000 |
| | | <input checked="" type="checkbox"/> SEXUAL MISCONDUCT | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | <input type="checkbox"/> \$100,000 OCC/AGG | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| B | | AUTOMOBILE LIABILITY | 25CC10085910 | 2/15/06 | 2/15/07 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | <input checked="" type="checkbox"/> HIRED AUTOS | | | | AUTO ONLY - EA ACCIDENT \$ |
| | | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | OTHER THAN EA ACC AGG \$ |
| | | GARAGE LIABILITY | | | | AGGREGATE \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | |
| | | | | | | |
| | | EXCESS/UMBRELLA LIABILITY | | | | |
| | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | |
| | | <input type="checkbox"/> DEDUCTIBLE | | | | |
| | | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | | | | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| C | OTHER | PROFESSIONAL LIABILITY | HLP7782269C | 2/15/06 | 2/15/07 | \$1,000,000 OCCURRENCE |
| | | BLANKET CONTENTS | 01CG72588220 | 2/15/06 | 2/15/07 | \$3,000,000 AGGREGATE LIMIT:\$698,700 |

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

THE CERTIFICATE HOLDER IS TO BE NAMED AS AN ADDITIONAL INSURED, BUT ONLY AS THEIR INTEREST MAY APPEAR AND ONLY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

TEN DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

SAN MATEO COUNTY MENTAL HEALTH SERVICES
225-37TH AVENUE, ROOM 320
SAN MATTEO, CA 94403
ATTN: JOHN KLYVER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDAVOR 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

[Signature]

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-31-2006

GROUP: 000488
POLICY NUMBER: 0000951-2006
CERTIFICATE ID: 18
CERTIFICATE EXPIRES: 04-01-2007
04-01-2006/04-01-2007
THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 9 DATED 04-01-2006

SAN MATEO COUNTY, HUMAN SERVICES
AGENCY
225 37TH AVE
SAN MATEO CA 94403-4324

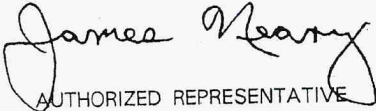
NA

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 10 days advance written notice to the employer.

We will also give you 10 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 #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2006-05-31 IS
ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
SAN MATEO COUNTY, HUMAN SERVICES

EMPLOYER

CAMINAR AND (A NON PROFIT CORP) DBA:
CAMINAR/CLC
1720 S AMPHLETT BLVD
SAN MATEO CA 94402

NA

[VG5,NB]
PRINTED : 05-31-2006

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.

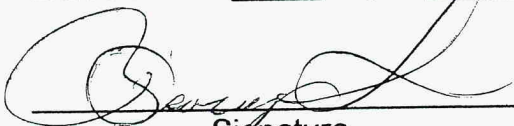
III Equal Benefits Compliance (Check one)

- ☒ 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 10 day of Aug, 2006 at SAN MATEO, CA
(City) (State)


Signature

BARRY SHEA
Name (Please Print)

CEO
Title