

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

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CALIFORNIA CLUBHOUSE, INC., 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 start-up costs.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C—FY 2014-15 Budget
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2015 through August 31, 2015.

This Agreement may be terminated by Contractor, the Chief of the Health System, or 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 County and shall be promptly delivered to County. Upon termination, 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

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 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

7.1 General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, 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 any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *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 upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, 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. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☐ Contractor complies with Chapter 2.84 by:
 - ☐ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - ☒ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall

comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

- G. *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 the following:

- 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; and/or
- 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 Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement 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.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of 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 County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Doris Estremera/Manager of Strategic Operations
Address: 225 37th Avenue, 3rd Floor, San Mateo, CA 94403
Telephone: (650) 573-2889
Facsimile: (650) 573-2841
Email: destremera@smcgov.org

In the case of Contractor, to:

Name/Title: Juliana Fuerbringer/Interim Executive Director
Address: 2205 Palm Avenue, San Mateo, CA 94403
Telephone: (650) 342-5849
Facsimile: N/A
Email: info@californiaclubhouse.org

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may

revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

Signature page to follow

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CALIFORNIA CLUBHOUSE. INC.

Juliana Feuerbringer
Contractor's Signature

Date: 3-9-2015

(Revised 7/1/13)

EXHIBIT A – SERVICES
CALIFORNIA CLUBHOUSE, INC.
FY 2014 – 2015

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Introduction

California Clubhouse is a membership-based service that enables people with persistent mental illness to build a community of support that is sustainable. Participants share responsibility for the success of the Clubhouse by helping each other to become productive members of society through motivation and shared experience. The Clubhouse provides a restorative environment in which members are offered support, training, education, healthy social interaction and positive reinforcement through collegial relationships. In addition, the Clubhouse collaborates with other San Mateo County programs, acting as a hub, linking Clubhouse members to other service providers to expand their opportunities for education, employment, housing, and medical and psychiatric treatment in both the private and public sectors.

B. California Clubhouse startup activities include:

1. Hire an Executive Director whose duties shall include, but not be limited to:
 - a. Create organizational structure and job descriptions
 - b. Oversee recruitment of staff
 - c. Partner with community, Behavioral Health & Recovery Services (BHRS) staff and Clubhouse members to achieve the mission and goals of the organization.
 - d. Provide oversight management
 - e. Develop training
 - f. Create budget and identify infrastructure needed
 - g. Oversee completion of start-up phase

2. Hire one (1) program staff person to work alongside members in sustaining the work of the Clubhouse, whose duties shall include, but not be limited to:
 - a. Work with members and other staff to build a positive Clubhouse community
 - b. Liasion with service providers, local business and educational institutions
 - c. Ensure members have the right support and sustained levels of opportunity necessary to reach their goals.
3. Clubhouse Work-Ordered Day program
Launch the Clubhouse Work-Ordered Day program, which will operate Monday – Friday, six (6) hours a day to start and includes, but is not limited to the following:
 - a. Meaningful work and volunteer opportunities for all members of the Clubhouse present during business hours
 - b. Working with staff and colleagues to run the program.
4. Data collection/performance
Data collection design and set up, to measure and track goals, objectives and fundraising activities to include the following:
 - a. Hardware and software
 - b. Process and procedures
 - c. Launch the data management system as staff are hired to capture measurement of data from the outset.
 - d. Work with staff and members to learn and effectively train others to use the data management system from the outset.
5. Work with BHRS staff to set-up a referral process and accept members from BHRS referrals.
 - a. The process for membership selection must be fair, transparent and fully compliant with all Mental Health Services Act (MHSA) requirements as referenced in section I.B.9.a. of Exhibit A. Each candidate for membership must complete a membership application and subsequent screening by a selection committee. Contractor will develop a membership procedure that is fully described and will include the following:
 - i. Selection committee - who comprises the committee
 - ii. Application for membership
 - iii. Description of outreach process
 - iv. Conflict of interest policy
 - v. Referral process.

Contractor will submit the membership selection process to BHRS no later than June 1, 2015.

6. Quality Assurance - Develop a quality assurance process that shall include, but not be limited to:
 - a. Clubhouse set of thirty-six (36) standards as the framework for implementation
 - b. Daily meetings as part of the work ordered day and regular Board meetings to discuss quality improvement
 - c. Membership data-tracking
 - d. Satisfaction surveys
 - e. Other value systems identified as necessary for the maintenance of a quality program.
7. Orientation – Develop orientation materials that introduce potential members to the California Clubhouse philosophy. Ensure materials used are welcoming to all citizens and are clear and easily understandable.
8. Work with the County to develop a member application that collects necessary data. The application must capture at least the minimum data information required and translated in at least the San Mateo County threshold languages, Chinese, Spanish and Tagalog.
9. Community Outreach shall be conducted through (but not be limited to) the following activities: meetings, online media and traditional news distribution, and other means as appropriate to potential members and the community at large as needed to generate member interest and referrals.
 - a. MHSA requires that an organization mirror the cultural composition of the community by documenting targeted outreach efforts to underserved ethnic communities such as African American, Latino, Chinese, and Filipino.
 - b. Community outreach and recruitment efforts should focus on reaching underserved, culturally diverse communities in terms of race and ethnicity, gender, sexual orientation and class.
10. Transitional Employment Program
Contractor shall initiate the Transitional Employment Program (TEP) with activities which will include, but not be limited to:
 - a. Develop program plan (or process and procedures).
 - b. Connect with community organizations to establish formal partnerships through contracts to enhance Clubhouse resources, education and work opportunities for members.
 - c. Year One of TEP shall focus on identifying potential employers and developing relationships that become placement opportunities in Year Three or sooner.

- d. Offer a continuum of supports for its members pursuing and holding paid positions, according to their individual needs and including but not be limited to, training members to do the job required and assuring that a member or staff person fulfills the commitment.

- 11. Contractor shall meet with BHRS staff monthly for contract monitoring, review of contract process and any other issues that may arise.

II. ADMINISTRATIVE REQUIREMENTS

A. Record Retention

Paragraph 13 of the Agreement, 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. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

B. Not Used.

C. Not Used.

D. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A) which is located online at: <http://smchealth.org/SOCMHContractors>, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.aodsystems.com/SMC/Index.htm>, and is incorporated by reference herein.

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).

E. Certification

Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.

F. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

1. Office of Inspector General

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: <http://www.exclusions.oig.hhs.gov/>.

2. California Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) 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 has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov>, once there, type in "medi-cal suspended and ineligible provider list" in the search box.

G. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

H. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS 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.

I. Staff Termination

Contractor shall inform County, in a timely fashion, when staff have been terminated. BHRS requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

J. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

III. GOALS AND OBJECTIVES

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

The Clubhouse startup goals include:

1. At least fifty percent (50%) of the start-up activities shall be completed and at least seventy-five percent (75%) of start-up activities shall be in process by May 31, 2015.
2. At least ninety percent (90%) of start-up activities shall be completed by July 1, 2015.

Further objectives, deliverables and details are described in section I.B. of Exhibit A – Services.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
CALIFORNIA CLUBHOUSE, INC.
FY 2014 – 2015

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. Maximum Obligation

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, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000).

B. Method of Payment

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 described in Section I of Exhibit A. Unless otherwise authorized by the Chief of the Health System or designee, County shall make two (2) advance payments to Contractor for the services described in Paragraph I.B. of this Exhibit B which shall be one half (1/2) of the total obligation or FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500). The first (1st) payment shall be made upon final execution of this agreement, and the second (2nd) payment shall be made in June 2015.

C. Within forty-five (45) days of expiration of the agreement, Contractor shall provide a final accounting of funds expended in the provision of the contracted services. This accounting report shall be submitted to the BHRS Program Manager.

D. Contractor shall return any unspent monies with the submission of the final accounting of funds report.

- E. Contractor's annual budget is attached and incorporated into this Agreement as Exhibit C.

Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

- F. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- G. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- H. 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.
- I. In the event this Agreement is terminated prior to August 31, 2015, 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 Chief of the Health System or designee.
- J. Monthly Invoice and Payment

Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Invoices that are received 180 days or more after the date of service are considered to be late invoices. County reserves the right to deny invoices with late invoices or invoices for which completed service reporting forms or electronic service files are not received. Included with the monthly invoice, Contractor shall submit a summary of activities for the month. Invoices may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
Attn: Anita Galang
225 37th Avenue, Third Floor
San Mateo, CA 94403

- K. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- L. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including 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 San Mateo County BHRS.

M. Inadequate Performance

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, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 10 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

N. Invoice Certification and Program Integrity

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

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

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

Executed at _____ California, on _____ 20____

Signed _____ Title _____

Agency _____"

*** END OF EXHIBIT B ***

Projected Operating Budget

Calendar Year 2015

SUPPORT & REVENUE

	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	2015 Total
Support													
Individual donors & events	\$ 5,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 10,000	\$ 32,000	\$ 65,000
Government	-	-	-	23,000	23,000	23,000	23,000	23,000	25,000	25,000	25,000	25,000	215,000
Foundations	-	8,000	-	25,000	-	-	10,000	10,000	10,000	10,000	10,000	-	83,000
Total Support	\$ 5,000	\$ 10,000	\$ 2,000	\$ 50,000	\$ 25,000	\$ 25,000	\$ 35,000	\$ 35,000	\$ 37,000	\$ 37,000	\$ 45,000	\$ 57,000	\$ 363,000
Revenue													
Foodservice meals	\$ -	\$ -	\$ -	\$ 400	\$ 640	\$ 640	\$ 720	\$ 720	\$ 800	\$ 800	\$ 880	\$ 880	\$ 6,480
Entrepreneurial initiative	-	-	-	-	-	-	-	-	-	-	-	1,000	1,000
Total Revenue	\$ -	\$ -	\$ -	\$ 400	\$ 640	\$ 640	\$ 720	\$ 720	\$ 800	\$ 800	\$ 880	\$ 1,880	\$ 7,480
Total Support & Revenue	\$ 5,000	\$ 10,000	\$ 2,000	\$ 50,400	\$ 25,640	\$ 25,640	\$ 35,720	\$ 35,720	\$ 37,800	\$ 37,800	\$ 45,880	\$ 58,880	\$ 370,480

OPERATING EXPENSE

Staff Salary & Benefits

Executive Director	\$ -	\$ -	\$ -	\$ 7,083	\$ 7,083	\$ 7,083	\$ 7,083	\$ 7,083	\$ 7,083	\$ 7,083	\$ 7,083	\$ 7,083	\$ 7,083	\$ 63,750
Program Director	-	-	-	-	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	43,333
Staff generalist 1	-	-	-	-	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	30,000
Staff generalist 2	-	-	-	-	-	-	3,750	3,750	3,750	3,750	3,750	3,750	3,750	22,500
Salary subtotal:	-	-	-	7,083	16,250	16,250	20,000	20,000	20,000	20,000	20,000	20,000	20,000	159,583
Benefits	-	-	-	1,133	2,600	2,600	3,200	3,200	3,200	3,200	3,200	3,200	3,200	25,533
Total Salary & Benefits	\$ -	\$ -	\$ -	\$ 8,217	\$ 18,850	\$ 18,850	\$ 23,200	\$ 23,200	\$ 23,200	\$ 23,200	\$ 23,200	\$ 23,200	\$ 23,200	\$ 185,117

Professional Fees

Clubhouse consultant	\$ -	\$ -	\$ 10,000	\$ 8,000	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,000
Recruiter for ED search	-	-	\$ 7,500	\$ 3,500	-	-	-	-	-	-	-	-	\$ 11,000
Legal services	-	-	\$ 1,500	-	-	-	-	-	-	-	-	-	\$ 1,500
Information services consultant	-	-	-	\$ 2,500	\$ 2,500	-	-	-	-	-	-	-	5,000
Total Professional Fees	\$ -	\$ -	\$ 19,000	\$ 14,000	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,500

Trainings

Clubhouse training	\$ -	\$ -	\$ -	\$ -	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500
Clubhouse training travel & expenses	-	-	-	-	6,700	-	-	-	-	-	-	-	6,700
Total Trainings	\$ -	\$ -	\$ -	\$ -	\$ 13,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,200

Conferences

2015 conference fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,700	\$ -	\$ 4,700
Conference travel & expenses	-	-	-	-	-	-	-	-	-	-	5,000	-	5,000
Total Conferences	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,700	\$ -	\$ 9,700

Projected Operating Budget												
Calendar Year 2015												
	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015
Fund Raising Direct Cost												
Professional fees grants	\$ -	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Development & writing	-	-	-	2,000	-	-	2,000	-	-	2,000	-	-
Printing and materials	50	50	200	100	200	100	100	100	800	100	100	400
Total Fund Raising Direct Cost	\$ 50	\$ 50	\$ 200	\$ 5,850	\$ 200	\$ 100	\$ 2,100	\$ 100	\$ 800	\$ 2,100	\$ 100	\$ 400
Program Development & Maintenance												
Foodservice	\$ -	\$ -	\$ -	\$ 750	\$ 1,200	\$ 1,200	\$ 1,350	\$ 1,350	\$ 1,500	\$ 1,500	\$ 1,650	\$ 1,650
Media expenses	-	-	300	400	500	500	500	500	500	500	500	500
Supplies, postage, printing	-	-	300	400	400	400	400	400	400	400	400	400
Work-ordered day activities	-	-	-	500	500	500	500	500	500	500	500	500
Social activities	-	-	400	500	500	500	500	500	500	500	500	500
Health & wellness equipment	-	-	-	500	-	-	1,000	1,000	-	-	-	-
Total Program Development & Maintenance	\$ -	\$ -	\$ 1,000	\$ 3,050	\$ 3,100	\$ 3,100	\$ 4,250	\$ 4,250	\$ 3,400	\$ 3,400	\$ 3,550	\$ 3,050
Facility Space												
Facility rent	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Phone & internet	-	-	500	200	200	200	200	200	200	200	200	200
Furniture & equipment	-	-	-	2,000	1,500	1,500	1,000	1,000	1,000	1,000	-	-
Cleaning	50	50	50	50	50	50	50	50	50	50	50	50
Total Facility Space	\$ 2,300	\$ 2,300	\$ 2,800	\$ 4,500	\$ 4,000	\$ 4,000	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 2,500	\$ 2,500
Other Costs												
Insurance, D&O, liability, wc	\$ -	\$ -	\$ 1,700	\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -
Accounting, auditing, legal, payroll fees	-	-	-	-	-	-	10,000	-	-	-	-	-
IS system (contractor, IT & softw)	-	-	-	5,000	5,000	2,000	500	500	500	500	500	500
Copier lease, supplies (non-fundraising)	200	50	200	200	200	200	200	200	200	200	200	400
Website updating	-	-	200	-	200	-	200	-	200	-	200	-
Recruiting Expenses	-	200	900	-	-	-	-	-	-	-	-	-
Clubhouse inter'l dues	-	-	-	-	-	-	875	-	-	-	-	-
PettyCash-Miscellaneous	200	-	-	200	-	-	200	-	-	200	-	-
Total Other Costs	\$ 400	\$ 250	\$ 3,000	\$ 6,500	\$ 5,400	\$ 2,200	\$ 11,775	\$ 700	\$ 900	\$ 700	\$ 3,900	\$ 900
TOTAL OPERATING EXPENSE	\$ 2,750	\$ 2,600	\$ 26,000	\$ 42,117	\$ 38,050	\$ 41,450	\$ 44,825	\$ 31,750	\$ 31,800	\$ 42,600	\$ 33,250	\$ 30,050
NET OPERATING SURPLUS (DEFICIT)	\$ 2,250	\$ 7,400	\$ (24,000)	\$ 8,283	\$ (12,410)	\$ (15,810)	\$ (9,105)	\$ 3,970	\$ 6,000	\$ (4,800)	\$ 12,630	\$ 28,830
CASH BALANCE AT BEGINNING OF YEAR	\$ 90,000											
PROJECTED CASH BALANCE	\$ 92,250	\$ 99,650	\$ 75,650	\$ 83,933	\$ 71,523	\$ 55,713	\$ 46,608	\$ 50,578	\$ 56,578	\$ 51,778	\$ 64,408	\$ 93,238

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.

Juliana Furbringer

Name of 504 Person - Type or Print

California Clubhouse, Inc.

Name of Contractor(s) - Type or Print

2205 Palm Avenue

PO Box 1952

Street Address or P.O. Box

San Mateo, CA 94403

Burlingame, CA 94010

City, State, Zip Code

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

Juliana Furbringer

Signature

Interim Executive Director

Title of Authorized Official

3-9-2015

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."