

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

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Heart and Soul, Inc., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of consumer-run peer-support services and health and wellness services.

Now, therefore, it is agreed by the parties to this Agreement 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—Contractor's FY 2019-21 Budget
- Attachment E—Fingerprint Certification
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement 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 TWO MILLION SEVEN HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS (\$2,786,251). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination

or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019 through June 30, 2021.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the 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. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract 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 contract materials if permitted by law.

7. 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.

8. Hold Harmless

a. 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.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or 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 (collectively referred to as "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; and/or (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.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it 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 without penalty or advance notice.

10. Insurance

a. General Requirements

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.

b. 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, that (a) 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) it will comply with such provisions before commencing the performance of work under this Agreement.

c. 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 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 amounts specified below:

- (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.

11. 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 disability 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 it 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. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. 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 individual with a disability 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 any services 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

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the

California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 being considered for 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 offset 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.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and 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 full-time 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." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement 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 by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable 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 representative, 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.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated 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.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, 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 or conflict 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.

17. 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: Claudia Saggese/Consumer & Family Affairs
Address: 1950 Alameda de las Pulgas, San Mateo, CA 94403
Telephone: (650) 573-2189

Facsimile: (650) 573-2934
Email: csaggese@smcgov.org

In the case of Contractor, to:

Name/Title: Cardum Harmon/Executive Director
Address: 210 Industrial Road, San Carlos, CA 94070
Telephone: (650) 232-7426
Facsimile: (650) 832-1463
Email: charmon@heartandsoulinc.org

18. Electronic Signature

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. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

HEART AND SOUL, INC.



Contractor's Signature

Date: 8/12/19

EXHIBIT A – SERVICES
HEART AND SOUL, INC.
FY 2019 – 2021

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. Peer-Support /Self-Help Services

Contractor shall provide consumer peer support and self-help services for consumers of Mental Health Services in San Mateo County. Contractor shall operate as a 501(c)(3) mental health consumer run organization (CRO).

1. Outcomes

- a. Maintain an independent local 501(c)(3) mental health CRO with a multi-cultural Board of Directors that reflects the diverse population of San Mateo County.
- b. Create organizational culture, structure and environment that will foster the development and promote the mission of the CRO to provide quality peer-support programs and services. This includes the establishment of a strong free standing peer support center.
- c. The CRO will hire and maintain staff that are fluent in at least the one (1) of the San Mateo County threshold languages, Chinese, Spanish, Tagalog and Russian.
- d. Maintain a connection to the State-wide self-help movement.

B. Peer-Support/Consumer-Run Services

Services shall be provided as described below in a manner consistent with the terms and conditions of this Agreement.

1. CRO Executive Director shall work collaboratively with the Behavioral Health and Recovery Services (BHRS) Director of Consumer and Family Affairs.
2. Activities shall be provided to San Mateo County consumers, at no charge to them, throughout San Mateo County. Activities shall include the following:

a. Special Events

Offer at least four (4) special events/outings, including a minimum of two (2) weekend activities open to consumers throughout San Mateo County. Such activities will include but not be limited to: picnics in the park, recreational activities (i.e. table tennis, billiards, badminton, group walks), bowling at a bowling alley, going to a movie at a movie theatre, exposure to the arts, and social gatherings.

b. Community Education

Provide three (3) community education activities with other community organizations for the purpose of educating community groups about mental health and recovery (i.e. recovery fair, and recovery picnic). Other community organizations shall include service providers, social and community development organizations, including the faith community.

c. Peer Support and Self Help Groups and Activities

A minimum of six (6) skill groups and/or educational groups weekly that include a weekly substance abuse support group. Educational trainings and support groups shall include but not be limited to recovery-based skill groups, WRAP groups, Dual Recovery Anonymous groups and Total Wellness curriculum.

A schedule of program activities and an unduplicated count of participants on a monthly basis will be submitted to the BHRS contract monitor or designee.

d. Advocacy and Consumer Voice

Contractor shall be involved in the development and ongoing education of community advocates and meeting participants, and participate in County meetings. This shall include the enrollment of San Mateo County consumers in statewide consumer movement organizations (if available). Contractor shall also be involved in state and county-wide issues regarding mental health regulations and the Mental Health Services Act.

C. Contractor shall continue development of the CRO. Such development shall be guided by the CRO Board of Directors, Management and

participating mental health consumers. Ongoing development shall include the following:

1. Contractor shall maintain an annual outreach plan, which shall include: outreach through meetings, online media and traditional news distribution, and other means as appropriate to potential members and the community at large to generate member interest and referrals. Contractor will identify new BHRS consumer participants and will further develop and maintain a consumer participant mailing list.
 - a. Contractor will 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 shall focus on reaching underserved, culturally diverse communities in terms of race and ethnicity, gender, sexual orientation and class.
2. Maintain a strong stand alone self-help center that is centrally located in the County.
3. Develop/maintain culturally appropriate self-help services for San Mateo County Coastside, East Palo Alto or South County BHRS consumers, with an emphasis on the Spanish speaking communities.
4. Annual Board training of new and current CRO Board of Directors.
5. Contractor shall hire and maintain staff that are fluent in at least the San Mateo County threshold languages, Chinese, Spanish and Tagalog.
6. Provide services that are culturally and linguistically appropriate for the diverse cultural communities of the County.
7. Provide services a minimum of four (4) days per week, including at least one weekend day.
8. Contractor shall encourage consumers to enroll at the College of San Mateo and other consumer leadership development opportunities.

D. Seeing Through Stigma

1. Contractor shall make community presentations designed to positively change the perception of mental illness. Presentations shall be made in San Mateo County in a variety of venues, as opportunities become available. Most presentations shall be made to providers of public and/or health services organizations, and to student groups. Examples of such venues may include: Rotary Clubs; middle school, high school and college students; medical, dental, nursing and psychology students; and law enforcement. Presentations shall be made by groups of three (3) to five (5) presenters, to receive reimbursement from the County, all of whom shall have individual histories of mental illness or who are family members of persons with mental illness. At least thirty-two (32) presentations shall be made during the term of this Agreement. Presentations shall be an average of ninety (90) minutes in length.
 2. Contractor shall seek new venues and opportunities to make presentations during the term of this Agreement. Outreach efforts shall be made to, but not limited to, faith-based organizations, service clubs and local advocacy organizations. The presentations shall be made in all regions of San Mateo County.
 3. Contractor shall submit a monthly report of presentations that includes the date of the presentation, venue, and individuals who provided the presentation.
 4. Contractor shall check-in on a quarterly basis with Stigma Free San Mateo lead person to coordinate efforts on anti-stigma work.
- E. Health And Wellness Groups/ Support/Activities In Collaboration With Total Wellness

Services shall be provided under the direction and supervision of the Executive Director of Heart and Soul, Inc. The Executive Director will meet quarterly with the Total Wellness Unit Chief to ensure communication and coordination of services. A Total Wellness staff may be included as a panel member in the final interview of new hires of wellness coaches for the Total Wellness Program.

1. Training
 - a. Heart and Soul, Inc. will ensure that staff are trained to provide Total Wellness groups. Training will include tobacco education, healthy eating, and physical exercise.
 - b. The Heart and Soul, Inc. wellness coach will participate in regular monthly consultation meetings.

2. Wellness Services at BHRS Sites

- a. Contractor will hire, ensure training, and supervise Heart and Soul, Inc. employees (Wellness Coaches) who will work at BHRS service sites in collaboration with the Total Wellness Program (TWP).
- b. Contractor will provide eight (8) hours of staffing per week. Specific times and dates will be arranged through mutual agreement.
- c. Assignments for the Wellness Coach may include: wellness calls, reminder calls, individual or group WRAP support, Health and Wellness group activity set up and clean up, assistance with food fairs and education forums, walking groups, cooking classes, and other social or education groups and activities.
- d. Heart and Soul, Inc. will be given specific on-site work assignments to be provided by TW Supervisors and Nurses.

3. Health and Wellness Groups and Activities

- a. Contractor will provide additional Health and Wellness activities, education and two (2) support groups per month, per site, at the following sites:
 - i. Heart and Soul Self Help Center "The Source";
 - ii. Industrial Hotel;
 - iii. North County BHRS;
 - iv. Coastside; and
 - v. Friends of Hope.
- b. Each group or activity will follow a practice based model of WRAP or Health Education, or be guided by established health education practice.
- c. Groups will be facilitated by Heart and Soul, Inc. staff, who are trained as a WRAP facilitator and/ or has received training in providing Health and Wellness groups.
- d. Identified wellness sites and a schedule of these groups must be distributed monthly to the Total Wellness Unit Chief and the Director of Consumer and Family Affairs.

- e. Attendance must be recorded and distributed to the Total Wellness Unit Chief and the Director of Consumer and Family Affairs.
- f. The schedules of these wellness classes shall complement the existing Total Wellness groups in order for clients to get the most benefit by offering the two programs. Heart and Soul will coordinate with the Total Wellness Unit Chief for any schedule changes occurring at the sites where both programs provide wellness services.

F. Monthly Reporting

Contractor shall collect and report monthly progress of Peer-Support services. Contractor will submit monthly reports to the Director of Consumer and Family Affairs, pending approval of payment. Reporting shall include the following:

- 1. Development of culturally appropriate self-help activities in the Coastside and South County communities of San Mateo County.
- 2. Development of State threshold language requirements.
- 3. Participation in the State-wide self-help movement.
- 4. Detailed description of monthly activities.
- 5. Submit an annual outreach plan identifying new consumer participants.
- 6. Monthly reporting and invoicing shall be sent to:

Behavioral Health and Recovery Services
Attn: Claudia Saggese
1950 Alameda de las Pulgas, Suite 155
San Mateo, CA 94403
or by email to: csaggese@smcgov.org
- 7. Submit monthly Seeing Through Stigma presentation reports to Office of Diversity and Equity (ODE).

G. Helping Our Peers Emerge

Heart and Soul shall develop and maintain the Helping Our Peers Emerge (HOPE) program. This program will assist BHRS adult clients transition from locked psychiatric facility settings into the community. Peer Mentors

and Family Partners will provide emotional support, access to educational services, and community resources as described in section 2.c. to adults and their family members to ease the transition back into community settings. Engagement and support will begin while the individual is in the locked psychiatric facility setting and will be provided weekly until such time that the HOPE Program and Collaborative Care Team (CCT) determine that less frequent visits are warranted. Support will continue for up to six (6) months following discharge with the goal of assisting the individual and their family to maintain stability in the community thereby preventing avoidable re-admission to an in-patient setting. The program will ensure that proper consent is obtained in order to maintain appropriate confidentiality when providing support to family members. Family Partners will provide direct support to the family with the goal of assisting the family to support the client through the transition from the hospital to a community setting. This program is part of the Whole Person Care pilot. Contractor will work closely with the BHRS CCT HOPE Clinical Liaison to receive referrals, consult with on clinical issues and/or issues outside of the scope of peer and family support, provide education to the clinical team about the work of Peer and Family support, and plan and execute discharge from the HOPE program.

1. HOPE Program Services

a. Target Population

Contractor shall provide adult peer support to individuals pre-discharge and post-discharge from inpatient and other locked psychiatric facility settings in San Mateo County and the Greater Bay Area who are at elevated risk for readmission to an inpatient setting. Contractor shall provide support to family members of the adult individual.

b. Policies and Procedures

Contractor will maintain updated policies and procedures to include at a minimum:

- i. Target Population Criteria
 - a) Health Plan Member
 - b) MediCal recipient
 - c) Age range 18+
- ii. Consent form
- iii. Referral process
- iv. Service Management
- v. Crisis Response
- vi. Reporting
- vii. Field Work best practices
- viii. Safety

- ix. HIPPA Confidentiality
- x. Peer mentor and Family Partner orientation
- xi. Training type and frequency
- xii. Pre-discharge phase
- xiii. Discharge process

c. Support Services

Contractor will work in collaboration with other clinical and non-clinical care providers to ensure that the individual has proper supports prior to discharge from the HOPE program.

i. Peer Support and Family Support

Contractor shall provide a minimum of one (1) in person meeting per week, with the individual or family. If, after three (3) months in HOPE, the individual demonstrates measurable progress towards his/her recovery goals and has not been admitted to Psychiatric Emergency Services or an inpatient psychiatric unit, the Contractor may begin to substitute up to half of the required weekly in person meetings per month with telephone support contacts.

Contractor shall provide peer and family support services through the use of one's own lived experience to create a trusting, empowering relationship based on mutuality and power sharing in order to assist the client and/or family member to achieve their wellness goals. Peer Mentors and Family Partners will engage with referred clients, and when appropriate their family members, during the pre-discharge and discharge phase while the individual is in the inpatient or other locked facility setting and will continue for up to six (6) months following discharge. Services shall include:

- a) Shadow client, offer support and encouragement to appointments/meetings;
- b) Role model – share success strategies and experiences, relapse prevention strategies;
- c) Referrals to community resources such as housing, food, support groups and benefits support;
- d) Advocacy;
- e) Provide WRAP groups or individual WRAP development for individuals and family members; and/or
- f) Assist client/family with identifying goals and objectives;

- g) Provide or arrange for transportation;
 - h) Interface with clinical team members;
 - i) Peer recovery coaching;
 - j) Skill building, teaching; and
 - k) Provide encouragement for activities that support social inclusion and connections in the community.
- ii. Contractor shall provide support to family members of those persons served by the program. This support shall be provided by Family Partners trained to support family members, based upon need and consent. Support shall be provided to family members at the pre-discharge and discharge phase of the hospitalized family member and shall continue for up to six (6) months following discharge.
- d. Referral Process
- i. Contractor shall work closely with the BHRS HOPE Clinical Liaison to receive referrals, coordinate care and plan for discharge from the program.
 - ii. Contractor shall provide, or refer to another partner to provide, employment services including pre-vocational assessment, vocational training, placement and job coaching services for clients enrolled in the HOPE program with the goal of assisting clients to become employed. Additionally, the HOPE program shall offer job support and individual coaching to the employed Peer Mentors and Family Partners.
- e. Training

Contractor will ensure that all staff providing services will be properly trained in Peer and Family support to include at a minimum Intentional Peer Support training and will work with Whole Person Care to identify and plan trainings that will offer training to non-HOPE Peer Mentors and Family Partners as well. Training shall include, but not be limited to, the following topics:

- i. Foundations of Peer Support
- ii. Mentoring: Shared Learning and Relationship Building
- iii. Activation and Self-Management
- iv. Advocacy
- v. Professional and Ethical Responsibilities
- vi. Linkage to services
- vii. Collaboration

f. Successful Completion

Contractor will work with the BHRS HOPE Clinical Liaison to evaluate/determine successful completion of service, if the client will no longer benefit from continued service, or if there are circumstances that warrant an extension of the service beyond six months. HOPE will request a discharge or extension to the BHRS HOPE Clinical Liaison/Manager for review and approval. HOPE will include discharge and extension information and reason for discharge or extension on the monthly invoice report as well as maintain this documentation in the client record.

g. Reporting

Contractor shall provide documentation of client and family services provided as well as utilization data consistent with the Whole Person Care Pilot. Contractor will work with BHRS to develop a reporting form. Reports are to include:

- i. Client name/family name
- ii. Monthly utilization – services delivered
- iii. Current monthly caseload
- iv. Number of new referrals per month
- v. Number of discharges per month
- vi. Progress on client/family goals and objectives
- vii. Referral and use of employment services, self-care practices, and other recovery markers
- viii. WRAP plan completion

h. Program Evaluation

Contractor will develop a process to evaluate the HOPE program and to ensure the quality of service delivery. Contractor will work with BHRS and Whole Person Care to determine what aspects of the HOPE program should be evaluated, what evaluation tools will be needed, and how often the evaluation should take place.

i. Fiscal Agent

Contractor will develop fiscal agent process and procedures that will include, but not be limited to, the following:

- i. Approval process for invoices
- ii. Timely reimbursement (within 30 days)
- iii. Identify and communicate to partners the items that can be reimbursed and what cannot be reimbursed

- iv. Fiscal management reporting to BHRS
- v. Set annual budget
- ix. Mileage reimbursement (if applicable, and must follow County rate per mile)
- x. Invoice submission process by other agencies

j. Management Responsibility

Heart and Soul shall be the lead agency and shall be responsible for program quality and outcomes. Heart and Soul shall maintain legal contracts with the other entities to ensure proper use of the funds and proper management of the services. Oversight shall include but not be limited to:

- i. Service utilization
- ii. Contract management with each entity
- iii. Quality control of staffing
- iv. Quality control of services provided
- v. Budget accountability through invoicing and reporting mechanisms
- vi. Interface with BHRS HOPE Clinical Liaison, County contract manager, Supervising Mental Health Clinician of the CCT and Whole Person Care Social Work Supervisor
- vii. Meeting the contract metrics
- viii. Management of a program evaluation
- ix. Necessary quality improvement

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Mental Health Support

Contractor will have written procedures for referring individuals to County Behavioral Health Services when necessary.

3. Record Retention

Paragraph 14 of the Agreement 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 ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

4. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRS Documentation Manual located online at: <http://www.smchealth.org/sites/default/files/docs/BHRS/BHRSDocManual.pdf>.

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

5. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

6. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

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

7. Licensing Reports

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, BHRS Deputy Director of Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

8. Compliance with HIPAA, Confidentiality Laws, and PHI Security

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of

PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

9. Critical Incident Reporting

Contractor is required to submit Critical Incident reports as described in Attachment N, to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or

significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

10. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly 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 following procedures included in BHRS Policy # 04-01, which can be found online at: <http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

11. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

12. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom Contractor's employees, trainees, and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- a. Adhere to CFR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the Contractor; or
- b. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

13. 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.

B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of

clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
 - c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
 - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin

and Cantonese) and Russian. If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM at ode@smcgov.org to plan for appropriate technical assistance.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objective is pursued throughout the term of this Agreement:

Self-Help Services

Goal: Increase the number of client's receiving peer-support services.

Objective 1: 85% (or 340 unduplicated number) of clients participating in the program will receive peer-support services.

Seeing Through Stigma Services

Goal: Contractor will complete community presentations by June 30, 2020.

Objective 2: Contractor shall present 100%, or a minimum of 32 presentations annually, to 400 unduplicated attendees.

HOPE Services

Goal: Increase the ability of program participants to remain in the least restrictive level of care.

Objective 3: Contractor shall reduce re-admission rate to a higher level of care by 5% from pre-HOPE program admission.

Goal: Increase engagement of family members in the HOPE program.

Objective 4: Contractor shall increase support provided to family members of adult persons with serious mental illness by 5% from the prior year.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
HEART AND SOUL, INC.
FY 2019 – 2021

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 agreement shall not exceed TWO MILLION SEVEN HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS (\$2,786,251).

B. Peer Support/Self Help Services

Contractor shall be reimbursed up to a total of EIGHT HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FORTY-TWO DOLLARS (\$899,942) for Peer Support/Self Help Services as described in Paragraph A of Exhibit A, for the term of this agreement.

1. For the term July 1, 2019 through June 30, 2020, the rate of an advanced monthly payment by County to Contractor shall be one twelfth (1/12th) of the maximum amount per month or THIRTY-SIX THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS (\$36,762), not to exceed FOUR HUNDRED FORTY-ONE THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS (\$441,148). Final cost settlement is included in paragraph O of this Exhibit B.
2. For the term July 1, 2020 through June 30, 2021, the rate of an advanced monthly payment by County to Contractor shall be one twelfth (1/12th) of the maximum amount per month or THIRTY-EIGHT THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS (\$38,233), not to exceed FOUR HUNDRED FIFTY-EIGHT

THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS (\$458,794). Final cost settlement is included in paragraph O of this Exhibit B.

3. Contractor will submit a monthly invoice for payment. The invoice will include supporting documentation following completion of services, and shall be billed according to the guidelines specified in the contract.

C. Seeing Through Stigma

Contractor shall be reimbursed up to a total of NINETY-SEVEN THOUSAND FIVE HUNDRED THIRTY DOLLARS (\$97,530) for Seeing Through Stigma Presentations as described in Paragraph D of Exhibit A, for the term of this Agreement.

1. For the term July 1, 2019 through June 30, 2020, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or THREE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS (\$3,984), not to exceed FORTY-SEVEN THOUSAND EIGHT HUNDRED NINE DOLLARS (\$47,809). Final cost settlement is included in paragraph O of this Exhibit B.
2. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or FOUR THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$4,143), not to exceed FORTY-NINE THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS (\$49,721). Final cost settlement is included in paragraph O of this Exhibit B.
3. Contractor will submit a monthly invoice for payment. The invoice will include supporting documentation following completion of services, and shall be billed according to the guidelines specified in the contract.

E. Health and Wellness Services

County shall be obligated to pay a maximum of FORTY-TWO THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS (\$42,283) for Health and Wellness Services as described in Paragraph E of Exhibit A, for the term of the Agreement.

1. FY 2019 – 2020
 - a. Contractor will be paid SEVEN THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS (\$7,976) for Wellness Coach(es).

Contractor shall be reimbursed at a rate of SEVENTEEN DOLLARS AND THIRTY-NINE CENTS (\$17.39) per hour, as well as a ten percent (10%) administrative fee.

- b. The total obligation for Wellness Groups/Activities is TWELVE THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS (\$12,751). Contractor shall be paid at a rate of ONE HUNDRED FIFTEEN DOLLARS AND NINETY-TWO CENTS (\$115.92) per group. NOTE: A group shall to be comprised of **three (3)** or more participants. Contractor shall submit a monthly invoice to include a summary of charges for the month of service.

2. FY 2020 – 2021

- a. Contractor will be paid EIGHT THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$8,295) for Wellness Coach(es). Contractor shall be reimbursed at a rate of EIGHTEEN DOLLARS AND NINE CENTS (\$18.09) per hour, as well as a ten percent (10%) administrative fee.
- b. The total obligation for Wellness Groups/Activities is THIRTEEN THOUSAND TWO HUNDRED SIXTY-ONE DOLLARS (\$13,261). Contractor shall be paid at a rate of ONE HUNDRED TWENTY DOLLARS AND FIFTY-SIX CENTS (\$120.56) per group. NOTE: A group shall to be comprised of **five (5)** or more participants. Contractor shall submit a monthly invoice to include a summary of charges for the month of service.

F. Helping Our Peers Emerge

Subject to the availability of State Whole Person Care Grant funding for services as described in Section I.H. of Exhibit A, Contractor shall receive a maximum of ONE MILLION SEVEN HUNDRED FORTY-SIX THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS (\$1,746,495) for the Helping Our Peers Emerge program. This amount shall include the following:

1. FY 2019 – 2020

Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or NINETY-FIVE THOUSAND FIVE HUNDRED NINETY-SIX DOLLARS (\$95,596) for a maximum of ONE MILLION ONE HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS (\$1,147,154), for the term July 1, 2019 through June 30, 2020. Invoices shall include an itemized list of expenses,

listed categorically according to Exhibit D – Contractor’s Budget, and are subject to approval by the BHRS Program Manager.

2. FY 2020 – 2021

Contractor shall be paid one-sixth (1/6th) of the maximum amount per month or NINETY-NINE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$99,890) for a maximum of FIVE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED FORTY-ONE DOLLARS (\$599,341), for the term July 1, 2020 through December 31, 2020. Invoices shall include an itemized list of expenses, listed categorically according to Exhibit D – Contractor’s Budget, and are subject to approval by the BHRS Program Manager.

- H. It is anticipated that revenue from the Whole Person Care Grant will 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 San Mateo County Health or designee.
- I. Contractor’s annual FY 2019-21 budget is attached and incorporated into this Agreement as Exhibit D.
- J. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- K. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- L. The Chief of San Mateo County Health 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.
- M. 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.
- N. In the event this Agreement is terminated prior to June 30, 2021, 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 San Mateo County Health or designee.

- O. 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.

P. Monthly Invoice and Payment

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize services for which invoice is made. 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. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. All invoices shall clearly reflect and in reasonable detail give information regarding the services, as described in Exhibit A, for which invoice is made. Invoices may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

Contractor shall submit a monthly invoice that includes a list of costs for the prior month per budget category (personnel, admin, program, contracts, etc). If BHRS is paying in arrears, then the list would be for the prior month. If BHRS is paying at the beginning of the month, then it would be a two month delay. The invoice shall include an itemized list of expenses, and is subject to approval by the BHRS Manager.

Contractor shall submit an audited financial statement at the year end.

- Q. 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.
- R. 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 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

S. 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 reviewed by a Certified Public Accountant and a copy of said review 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 Chief of San Mateo County Health or designee.
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 during the reporting period.

*** END OF EXHIBIT B ***

**Exhibit D -
HOPE Budget**

Heart & Soul HOPE PROGRAM July 1, 2019 - June 30, 2020 BUDGET

| PROGRAM DIRECT STAFF | |
|--|-----------------------|
| Mentor | \$40,560.00 |
| Mentor | \$40,560.00 |
| Mentor | \$40,560.00 |
| Mentor | \$40,560.00 |
| Mentor | \$40,560.00 |
| Mentor | \$40,560.00 |
| Mentor | \$40,560.00 |
| Mentor | \$40,560.00 |
| Family Partner | \$40,560.00 |
| Family Partner | \$40,560.00 |
| Mentor Coordinator | \$50,000.00 |
| Program Director | \$65,000.00 |
| Supported Employment Coordinator | \$45,000.00 |
| Payroll Taxes | \$73,505.60 |
| Insurance per Annual (Health Benefits) | \$159,600.00 |
| TOTAL PROGRAM DIRECT SERVICE | \$758,145.60 |
| PROGRAM ADMIN & OVERSIGHT | |
| Heart and Soul ensures internal communication protocol with subcontractors, regular meetings with SMMC and BHRS Departments and Offices for consistent communication and care coordination, adheres to Quality Management Plan, works with community agencies and stakeholders to support collaborative roles. Overhead: Allocations include but are not limited to-Indirect Staff Salary Allocation and Liability Insurance | \$146,694.84 |
| TOTAL PROGRAM ADMIN & OVERSIGHT: | \$146,694.84 |
| PROGRAM/DIRECT EXPENSES | |
| Program Supplies & Expenses: | |
| Post-Discharge Peer Support (toiletries, transportation, vouchers, etc.) | \$25,200.00 |
| Vehicle Purchase/ Lease Payment | \$2,500.00 |
| Car Purchase or Leases/Mileage/Transportation (Mentors & Program staff) | \$30,600.00 |
| TOTAL PROGRAM/DIRECT EXPENSES | \$58,300.00 |
| OPERATING EXPENSES | |
| Office Equipment & Expenses | \$6,600.00 |
| Benefit/Entitlement Support | \$3,000.00 |
| Communications IT-website, internet, cell phones, landline per Year | \$14,280.00 |
| Rent/Utilities per Entity per Year | \$37,200.00 |
| Ongoing Hiring & Recruitment | \$1,200.00 |
| Professional Services Direct: | |
| Contractor Operations: financial services, software oversight, database updates, training, maintenance, evaluation reporting (Includes SageSurfer+ HSRI+ Accounting, epclT) | \$99,240.00 |
| TOTAL OPERATING EXPENSES | \$161,520.00 |
| TOTAL PROGRAM | \$1,124,660.44 |

| | |
|-----------------------------|-----------------------|
| Fiscal Sponsor Heart & Soul | \$22,493.21 |
| GRAND TOTAL | \$1,147,153.65 |

| | |
|--|---------------------|
| Available Funds from July 2019 through June 2020 (12 months) | \$726,702.00 |
| | \$726,702.00 |
| Funded by Rollover Balance | \$420,451.65 |

| | |
|-----------------------------------|---------------------|
| Rollover Balance as of 06/30/2019 | \$656,634.07 |
| Less: Current Period Draw | -\$420,451.65 |
| | \$0.00 |
| Rollover Balance - Ending | \$236,182.42 |

**Exhibit D -
HOPE Budget**

Heart & Soul HOPE PROGRAM July 1, 2020 -December 31, 2020 BUDGET

| PROGRAM DIRECT STAFF | |
|---|---------------------|
| Mentor | \$20,540.00 |
| Mentor | \$20,540.00 |
| Mentor | \$20,540.00 |
| Mentor | \$20,540.00 |
| Mentor | \$20,540.00 |
| Mentor | \$20,540.00 |
| Mentor | \$20,540.00 |
| Family Partner | \$20,540.00 |
| Family Partner | \$20,540.00 |
| Mentor Coordinator | \$25,000.00 |
| Program Director | \$32,500.00 |
| Supported Employment Coordinator | \$24,000.00 |
| Fringe Benefits & Payroll Taxes | \$37,290.40 |
| Insurance per Month (Medical & Dental Benefits) | |
| Insurance per Annual (Health Benefits) | \$79,800.00 |
| TOTAL PROGRAM DIRECT SERVICE | \$383,450.40 |

| PROGRAM ADMIN & OVERSIGHT | |
|--|--------------------|
| Heart and Soul ensures internal communication protocol with subcontractors, regular meetings with SMMC and BHRS Departments and Offices for consistent communication and care coordination, adheres to Quality Management Plan, works with community agencies and stakeholders to support collaborative roles. Subcontractor Overhead: Allocations can include but not limited to-Indirect Staff Salary Allocation, Liability Insurance | \$76,642.11 |
| TOTAL PROGRAM ADMIN & OVERSIGHT: | \$76,642.11 |

| PROGRAM/DIRECT EXPENSES | |
|--|--------------------|
| Program Supplies & Expenses: | |
| Post-Discharge Peer Support (toiletries, transportation, vouchers, etc.) | \$12,600.00 |
| Car Leases/Mileage/Transportation (Mentors & Program staff) | \$12,900.00 |
| TOTAL PROGRAM/DIRECT EXPENSES | \$25,500.00 |

| OPERATING EXPENSES | |
|---|---------------------|
| Office Equipment & Expenses | \$3,300.00 |
| Benefit/Entitlement Support | \$1,500.00 |
| Communications IT-website, internet, cell phones, landline | \$7,140.00 |
| Rent/Utilities per Entity per Year | \$18,600.00 |
| Professional Services Direct: | |
| Contractor Operations: financial services, software oversight, database updates, training, maintenance, evaluation reporting (Includes SageSurfer+ HSRI+ Accounting, epclT) | \$71,457.00 |
| TOTAL OPERATING EXPENSES | \$101,997.00 |

| | |
|----------------------|---------------------|
| TOTAL PROGRAM | \$587,589.51 |
|----------------------|---------------------|

| | |
|-----------------------------|---------------------|
| Fiscal Sponsor Heart & Soul | \$11,751.79 |
| GRAND TOTAL | \$599,341.30 |

| | |
|---|---------------------|
| Available Funds for July 2020 through Dec 2020 (6 months) | \$363,351.00 |
| | \$363,351.00 |
| Funded by Rollover Balance | \$235,990.30 |

| | |
|-----------------------------------|-----------------|
| Rollover Balance as of 06/30/2020 | \$236,182.42 |
| Less: Current Period Draw | \$235,990.30 |
| | \$0.00 |
| Rollover Balance - Ending | \$192.12 |

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).

b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Heart & Soul, Inc.

Name of Contractor



Signature of Authorized Official

Cardum Harmon

Name (please print)

CEO

Title (please print)

8/12/19

Date

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "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.

Name of 504 Person:

Cardum Harmon

Name of Contractor(s):

Heart and Soul, Inc.

Street Address or P.O. Box:

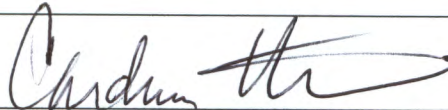
210 Industrial Road

City, State, Zip Code:

San Carlos, CA 94070

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

Signature:



Title of Authorized Official:

CEO

Date:

8/12/19

*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."