

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MV
TRANSPORTATION, 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 MV Transportation, 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 transportation services for San Mateo County Health System.

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
- 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 EIGHT HUNDRED SIXTY THOUSAND DOLLARS (\$860,000) collectively for all contracts approved under the same resolution. 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 January 1, 2018, through December 31, 2020.

5. Termination

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

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

(1). It is agreed that Contractor shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arises out of the terms and conditions of this Agreement and which result from the acts or omissions of Contractor and/or its officers, employees, agents and servants.

(2). Contractor shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.

(3). It is agreed that County shall defend, save harmless, and indemnify Contractor and its officers, employees, agents, and servants from any and all claims, suits or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County and/or its officers and employees.

(4). The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

(5). In the event of concurrent negligence (or intentional/reckless acts) of the County and/or its officers and employees, on the one hand, and Contractor and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

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.

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.

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: Moony Tong, Financial Services Manager, Aging & Adult Services
Address: 225 37th Avenue, San Mateo 94403
Telephone: 650-587-2236
Email: Mtong@smcgov.org

In the case of Contractor, to:

Name/Title: Legal Department
Address: 2717 N. Haskell Ave., Suite 1500
Telephone: 972-391-4600
Email: contractsreview@mvtransit.com

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.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

MV Transportation, Inc.



Contractor Signature

12/22/17

Date

Gary Richardson, Interim CFO

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Description of Services

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

For the term of this Agreement as herein specified, Contractor shall provide court and inter-facility and medical appointment transportation services of clients for Aging and Adult Services (AAS), Behavioral Health and Recovery Services Division (BHRS), Public Health Policy and Planning (PHPP), and Psychiatric Emergency Services (PES) and Inpatient Psychiatric Services (3AB) of the San Mateo Medical Center (SMMC) and general paratransit services for the Health System. Transports shall be primarily from board and care facilities, client residences, acute care psychiatric facilities, inpatient hospitals, skilled nursing facilities in San Mateo County, and/or state hospitals to court facilities.

1. Prescheduled Transportation of Clients for the Purposes of Court Proceedings, Evaluations or Medical Appointments

a. Applicable Transports

These roundtrip transports shall be for the purposes of court proceedings, medical and/or psychiatric evaluations, or medical appointments. The transports shall be primarily from board and care facilities, client residences, acute care psychiatric facilities, inpatient hospitals, skilled nursing facilities in San Mateo County, and/or state hospitals to court facilities.

b. Attendance Requirement until Assignment Completion

For transports directly to Court proceedings and to medical appointments, Contractor's staff shall be in continuous attendance with clients (except in the physician exam room) until court proceedings are completed and clients are returned to their respective residences, in accordance with procedures as described in Exhibit B.

c. Transport Requests and Penalties

i. Requests for Transport

Requests for transport shall be made by staff from AAS, BHRS, San Mateo County Counsel's Office, PES or 3AB. Transports shall be scheduled, when possible, three days in advance and confirmed twenty-four (24) hours in advance. However requests may be made with less advance notice in order to minimize cancellations. Contractor must arrive on time for court appearances and medical appointments. On time means that the client will arrive at least fifteen (15) minutes before the scheduled court/appointment time.

ii. Financial Penalties

Financial penalties will be levied by County on Contractor for late arrival for court appearances/medical appointments. Contractor will be charged \$3.00 per minute (up to a maximum of \$100) for each minute that the client arrives later than “on-time” as described above. The Contractor will be charged \$400 for each incidence in which the client does not arrive in court/at medical appointments due solely to the actions of the Contractor.

B. Inter-facility Transport of Health System Clients

1. Applicable Transports

Contractor shall transport clients of the Health System including AAS, BHRS, PHPP and 3AB between various in-County and out-of-County facilities. All requests for these inter-facility transports shall be made by County according to procedures established by the Directors of AAS, BHRS and 3AB. Applicable inter-facility transports include, but are not limited to, the transport of clients from in-and out-of-county receiving hospitals and skilled nursing facilities to SMMC and other facilities such as, but not limited to, in-and out-of-county board and care facilities and skilled nursing facilities.

2. Response Time Requirements

| Expected Transport Distance | Advanced Scheduling Required |
|-----------------------------|------------------------------|
| Up to 250 miles or less | 24 hours |
| Greater than 250 miles | 48 hours |

If the transport has been prescheduled, as described above, Contractor’s vehicle shall arrive within 15 minutes of the prescheduled time. If the transport has not been prescheduled as specified above, the Contractor’s vehicle shall arrive within 3 hours of the requested time. Failure to meet these response requirements shall cause County to charge Contractor \$10 for each late response. For each incident in which Contractor’s vehicle never arrives to transport the client, Contractor will be charged \$400. In the event that the County is unable to provide Contractor with agreed upon pre-notification, the Contractor will make every effort to provide the service within the time requested. In the event that the Contractor is unable to provide the requested service due to short notification, less than 24-hours, the Contractor will not be subjected to a fine.

C. All Services

1. Personnel

Contractor shall staff each vehicle with staff trained in the care of mentally, cognitively and/or physically disabled clients. Staff shall also be trained in the following specific areas:

- a. The safe use of restraining devices;
- b. Client confidentiality and HIPAA; and
- c. Infection control.

Contractor certifies that its employees who, during the course of performing services under this Agreement have client contact, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of clients. If said employees have such a criminal history, they shall not have contact with clients who receive services through this Agreement. Said certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

2. Availability

Contractor shall be available to provide transportation services Mondays through Fridays.

3. Vehicles and Equipment

a. Contractor must only use safe and appropriate vehicles to provide paratransit services to the County that must also undergo routine maintenance and inspection at a frequency no less than every 3,000 miles operated or 45 calendar days, whichever comes first. Vehicle colors, lettering and signage must be approved by County. If any vehicle is cosmetically damaged, Contractor will remove it from service as soon as possible. The vehicles will be either: 1) a passenger van; 2) a wheelchair van; and/or 3) an automobile with a caged back seat that cannot be opened from within the passenger area of the vehicle.

b. First aid kits shall be available on each vehicle.

c. Vehicles shall be equipped with cellular phones.

D. Records of Client Transportation

A record of client transportation shall be completed for each client transport. A copy of the client transportation record shall be retained on file by Contractor. The record shall include the following elements:

1. Client name
2. Requesting agency
3. Location and time of pick up
4. Destination and time of return

E. Document Transportation

Contractors shall be responsible for the safe and efficient transporting of any and all documents that are necessary, as determined by the County, to be transported with the client or clients being transported.

F. Monthly Reports

The Contractor shall provide monthly reports to AAS, BHRS, and PHPP separately. These reports shall include totals of the following:

1. Total number of clients transported
2. Total number of client transports requested
3. Who requested each transport
4. Who cancelled transports

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

II. AMOUNT AND METHOD OF PAYMENT

- A. In consideration of the services provided by Contractor pursuant to Section I, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

| In County | | |
|------------------|----------|--|
| Flat Rate | \$150.00 | per Round Trip |
| Wait Time | \$75.00 | per hour if needed (includes time to move clients' personal belongings, if needed) |
| Additional Aide | \$40.00 | per hour if needed |

| Out of County | | |
|----------------------|----------|--|
| Flat Rate | \$150.00 | per Round Trip: |
| Out of County Mile | \$2.46 | per mile, out of County, multiple location pick up/drop off |
| Wait Time | \$75.00 | per hour if needed (includes time to move clients' personal belongings, if needed) |
| Additional Aide | \$40.00 | per hour if needed |

Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. Invoices shall be mailed to:

1. San Mateo County Health System
Aging and Adult Services Invoices

225 37th Avenue
San Mateo, CA 94403
Attention: Accounts Payable

2. San Mateo County Health System
Behavioral Health & Recovery Services Invoices

2000 Alameda de Las Pulgas
San Mateo, CA 94403
Attention: Accounts Payable

3. San Mateo County Health System
Public Health Policy & Planning Invoices
225 37th Avenue

San Mateo, CA 94403
Attn: Luan Buckley

B. Price Adjustment

The County will review and adjust rates on an annual basis. The rates will be adjusted annually in an amount equal to the Consumer Price Index-all urban consumers (CPI-U) for the geographic region encompassing San Mateo County (currently the San Francisco-Oakland-San Jose region), 12 – month percentage change, published by the US Bureau of Labor Statistics (BLS) effective on the first day of the each fiscal year beginning on July 1, 2018. The applicable CPI-U shall be rounded to the nearest tenth of one percent, and if there is no increase, or the rounded increase is zero, there will be no increase to the rates.

C. Payment Penalty

Payment penalties that are incurred by Contractor, as described in Paragraphs I.A.1.c.ii. and I.B.2. of Exhibit A, shall be reimbursed to the County through reductions in subsequent payment of invoices.

D. Payment Maximum

The maximum amount County shall be obligated to pay for all services rendered under this agreement shall not exceed EIGHT HUNDRED AND SIXTY THOUSAND DOLLARS (\$860,000) collectively for all contracts approved under the same resolution.

1. Total funding for services provided to clients of Aging and Adult Services is not expected to exceed **SEVEN HUNDRED TWENTY THOUSAND DOLLARS** (\$750,000).
2. Total funding for services provided to clients of Behavioral Health & Recovery Services is not expected to exceed **ONE HUNDRED THOUSAND DOLLARS** (\$100,000).
3. Total funding for services provided to clients of Public Health Policy and Planning is not expected to exceed **TEN THOUSAND DOLLARS** (\$10,000).

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:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

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."