

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIVING IN FAMILIAR ENVIRONMENTS DBA LIFE INC.

This Agreement is entered into this _____ day of _____, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Living in Familiar Environments dba LIFE 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 representative payee 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
Attachment E—Fingerprinting 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 SIX HUNDRED EIGHTY THOUSAND FOUR HUNDRED DOLLARS (\$680,400). 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) 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: Terry Wilcox, Clinical Services Manager
Address: Behavioral Health & Recovery Services
2000 Alameda de las Pulgas, San Mateo, CA 94403
Telephone: 650-372-6122
Email: twilcox-rittgers@smcgov.org

In the case of Contractor, to:

Agency: LIFE Inc.
Name/Title: Maurice Fargen, Executive Director
Address: 2640 Cordova Lane, Rancho Cordova, CA 95670
Email: mfargen@webpayee.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.

* * *



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

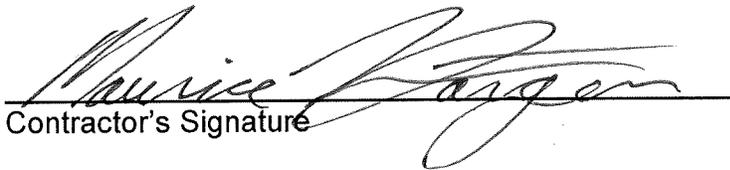
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Living in Familiar Environments dba
LIFE Inc.


Contractor's Signature

Date: 04 June 2019



EXHIBIT A – SERVICES
LIFE INC.
FY 2019 – 2021

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Introduction

The purpose of this agreement is to provide Representative Payee services for clients who are struggling with managing their funds. The clients would benefit from receiving their Representative Payee Services from an organization that can provide efficient, responsive and flexible services that better meet the clients' needs. Representative Payee services will help to eliminate the delay in getting funds to clients, reduce the number of late notices clients receive for items such as rent not paid on time, which creates unnecessary stress on our most vulnerable population. LIFE Inc. will provide representative payee services to San Mateo County Health clients from the Behavioral Health & Recovery Services (BHRS) and the Aging & Adult Services (AAS) Divisions.

B. Services

1. Target Population

Clients receiving these services shall be adults eighteen (18) years and older. The clients may have a serious mental illness and/or substance use conditions or may be dependent adults who are not able to manage their own funds.

2. Intake Process

The intake process shall include, but is not limited to:

- a. A consent to release and/or receive information to/from the BHRS and AAS Divisions of San Mateo County Health;
- b. Consent form for representative payee services (if voluntary participation);
- c. A signed physician's statement (if involuntary participation);
- d. A completed application for representative payee services.



3. Money Case Management Service Referrals

LIFE Inc. will deliver money management services for enrolled clients of San Mateo County Health BHRIS and AAS Divisions. Registered clients are those that are referred to the provider for representative payee services by BHRIS and/or AAS. The referrals will come from a designated manager or higher position in BHRIS and/or AAS.

4. Money Management Services

Money management services will first address the client's day-to-day needs for food and shelter. Secondly, the provider must address any health care or dental care that is not covered by client's health insurance. After the above needs are met, the provider can pay for the client's personal needs, such as clothing, recreation, and allowance. Services shall include, but not be limited to, the following:

- a. Initial in person meeting or phone meeting with the client and current San Mateo County Health case manager for all new (after 10/1/19) clients added to San Mateo County BHRIS and AAS Divisions to assess and become familiar with the client's fiscal management needs and baseline money management skills and to make sure the client is oriented as to how to use Life Inc. services;
- b. During the mass transition of clients from their current San Mateo County Health representative payee services to Life Inc., Life Inc. will provide/offer the following:
 - i. Meet with staff groups in each clinic to provide support and training regarding the new services
 - ii. Meet with clients and/or client groups either at clinics or in the community to provide support and training regarding the new services
- c. Life Inc. will deliver services in the preferred language of the client (including sign language);
- d. Develop a representative payee plan in collaboration with the client and the case manager that includes, but is not limited to:
 - i. Monthly budget;
 - ii. Payment schedule - Client allowance payment frequency will be based on the needs of each client and range from once a day to once a month;

- iii. Client goals to work towards self-management of finances.
- e. Establish direct deposit for each client or some other mechanism to distribute funds to clients for personal needs to be deposited/available to client the same day;
- f. Ensure timely and appropriate payment of rent, utilities, transportation, food, clothes, and other essential daily living needs of clients;
- g. Provide ongoing money management, budgeting skill building and assessments twice a year for clients' ability to manage their resources independently;
- h. For clients who begin to demonstrate the ability to become financially self-sufficient, work with the client's BHRS case manager or AAS assigned representative to provide opportunities for increased independence and work towards achieving complete independence from representative payee services;
- i. Establish effective linkages with the United States Social Security Administration (SSA), state operated and purchase of service case management providers, and other pertinent continuity community agencies;
- j. Maintain oversight of clients' finances to ensure appropriate disbursement and receipt of funds;
- k. Respond to special requests on same business day if received by 1:00 p.m. and have the ability to process and distribute payments within a 24-hour period for emergency purposes;
- l. Respond to requests or inquiries within one business day if such request is received after normal business hours, weekends, or holidays;
- m. Should the contractor want to change money management method (i.e. from debit to credit card) the provider must get prior approval from the San Mateo County Contract Monitor;
- n. In person or by phone meeting with each client to reassess needs and to update the plan if so requested by the case manager and approved by the Contract Monitor.



5. Termination of Rep Payee Due to Death
 - a. LIFE Inc. shall notify Contract Monitor of the death of a payee, and of any outstanding balances, within one week of Life Inc's notification of a client's death.
 - b. LIFE Inc. shall return any outstanding money to Social Security.
6. Transfer of Rep Payee Due to Client Moving
 - a. LIFE Inc. shall notify Contract Monitor of planned move the same day as being notified by the client. San Mateo County is not responsible for the representative payee fees for individuals who are no longer San Mateo County eligible clients (which includes those who are not conserved and move out of the county).
7. Termination of Rep Payee due to client money management skill improvement
 - a. LIFE Inc. staff will notify the Contract Monitor at least annually of any rep payee clients that have demonstrated a clear understanding of their income, expenses, and budget, as evidenced by no client requests for fund disbursement that exceeds the client's available funds, client's regular prudent use of bank cards and ATMs in a manner that minimizes transaction and other banking fees, and client's ability to appropriately manage allowance funds that are distributed on a monthly frequency.
8. Benefit Eligibility Issues
 - a. LIFE Inc. will notify Contract Monitor any time an eligibility issue arises.
9. LIFE Inc. will meet with County Contract Monitor to review service delivery methodology and execution on a quarterly basis, at a minimum, in a San Mateo County location selected by the Monitor.
10. Policies and Procedures or Administrative Requirements
 - a. Provider may not, under any circumstances, take a fee from BHRS clients they serve.



- b. Provider may take a fee from AAS clients for representative payee services. Fees are not to exceed what is allowed by the Social Security Administration.

11. Organization and Staffing Requirements

LIFE Inc.'s hiring and operational practices shall comply with all federal and State of California laws and regulations. LIFE Inc. shall be required to provide evidence that both the applicant organization and the lead management staff proposed for the representative payee program have the knowledge and experience, as well as the depth of staffing, to provide the required services. Requirements include, but not limited to, the following:

- a. At time of contract to provide evidence of appropriate fiduciary bond or insurance in the amount required by law and have a process to maintain adequate financial coverage for the amount of money handled.
- b. The ability to deliver services in a manner compatible with the client's need and in the client's preferred language
- c. Minimum of three (3) years of experience.

12. Reporting and Quality Management

One of the primary goals in administering representative payee services is to keep accurate records regarding client utilization and disbursement of client funds. A random selection of records will be reviewed annually by the County Contract Monitor. In addition, the Monitor will have the ability to review any records at any time on-site during business hours. Any client grievances will be handled according to County policy (see attached County Grievance Policy). A complete and accurate Monthly Usage Report shall be furnished in an Excel format and submitted electronically via email no later than the 15th (or next business day after the 15th if that date falls on a weekend or holiday) of each month. Reports will detail the following information:

- a. Client name;
- b. Client mental health record number;
- c. Client date of birth;

- d. Starting balance;
- e. Expenditures;
- f. Revenue;
- g. Ending balance;
- h. Total number of clients served for the month
- i. Number of new clients admitted to the Representative Payee Program for the month;
- j. Number of discharged clients for the month and the reason why;
- k. Number of bills paid for rent, utilities and personal needs per client for the month; and
- l. Monthly statements describing the financial status of each client's account.

LIFE Inc. will be responsible to notify the San Mateo County Health Representative Payee Manager(s) regarding any areas of concern. LIFE Inc. shall also be responsible to report to BHRS Quality Management in writing any incidents, grievances, appeals, and efforts to address situations and improve services.

13. Hours of Operation and Accessibility

- a. Representative payee service will be available from 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding County recognized holidays.
- b. Representative payee service will be available by email and phone with an expectation to respond within the same business day (if inquiries are received by 1:00 p.m.).
- c. Representative payee service shall have a published/posted telephone number for clients to call, should an emergency arise, and they are unable to reach their designated representative payee worker. This telephone number shall be answered by an authorized individual at LIFE Inc., during regular work hours, Monday through Friday.

C. Requirements

LIFE Inc. shall have a process by which fingerprinting, and background checks are completed on personnel prior to service delivery. In addition, LIFE Inc. shall demonstrate/agree to the following:



1. Proof of Organizational Representative Payee status;
2. Proof that employees are appropriately bonded and/or insured as required by law or regulation and that the agency carries the bonding level required by law for the number of San Mateo Health County clients to be served;
3. All materials and products developed under the executed agreement by LIFE Inc. are the sole and exclusive property of San Mateo County Health;
4. Articulate the documentation process that ensures accurate records are kept that include the dates services were provided to each client, and a description of each transaction per corresponding date of service;
5. LIFE Inc. shall be required to allow the County to visit the site(s) at which services will be performed and review any and all files, and interview any and all such staff as the County may determine to be necessary and appropriate for the County to evaluate and audit LIFE Inc.'s service delivery performance. LIFE, Inc. shall perform an annual audit on San Mateo County Representative Payee client financial records at their own expense and provide the report of this audit to San Mateo County when requested.
6. Without limiting or modifying any of the record-keeping obligations LIFE Inc. shall be required to capture and report monthly to the County the following:
 - a. Number of clients served for the month;
 - b. Number of new clients admitted to the Representative Payee Program for the month;
 - c. Number of new clients discharged from the program and the reason why;
 - d. Number of bills for rent, utilities and personal needs of each client paid; and
 - e. Monthly statements describing the financial status of each Client's account.

On an annual basis, LIFE Inc. will conduct a satisfaction survey of clients served and provide the results to the BHRS/AAS



representatives. BHRS/AAS will have prior approval of the survey contents.

7. Caseload for BHRS will range from 500-550 clients. Caseload for AAS will range from 100-125. The total caseload is estimated between 600-675 persons.

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 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. 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.

3. 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.

4. 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

(M)

- 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>.

5. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:

- a. Major leadership or staffing changes.
- b. Major organizational and/or corporate structure changes (example: conversion to non-profit status).
- c. Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
- d. Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
- e. Change of ownership or location.
- f. Complaints regarding the provider.

6. Critical Incident Reporting

Contractor is required to submit Critical Incident reports 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.



7. Ineligible Employees

Behavioral Health and Recovery Services requires that contractors do background eligibility screenings of employees, interns, or volunteers prior to hiring and on a yearly 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.

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

8. 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>.

(M)

9. Fingerprint Compliance

San Mateo County requires that contractors do background eligibility screenings of employees, interns, or volunteers prior to hiring. 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 or with client funds will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals (or their funds) with whom the 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 CCR 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 an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

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

10. 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.

C. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees



D. Surety Bond

Contractor shall retain and show proof of a bond issued by a surety company for the total value amount of client cash resources entrusted in their care.

III. GOALS AND OBJECTIVES

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

A. Services

Goal: To reduce the number of late notices clients receive for times that are not paid on time.

Objective 1: At least ninety percent (95%) of clients' bills managed by Life Inc. will be paid on time.

Objective 2: The contractor will manage Representative Payee accounts in consideration of Medi-Cal and/or SSI regulations in order not to adversely affect client's eligibility for these programs (100%).

B. Satisfaction

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

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

Data collection to be completed by the Contractor.

*** END OF EXHIBIT A ***



EXHIBIT B – PAYMENTS AND RATES
LIFE INC.
FY 2019 – 2021

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

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed SIX HUNDRED EIGHTY THOUSAND FOUR HUNDRED DOLLARS (\$680,400).

B. Rates and Fiscal Year Maximum

1. FY 2019-2020 (Year 1)

a. BHRS Maximum

Contractor shall be paid at the rate of FORTY-TWO DOLLARS (\$43) per client per month. BHRS' maximum obligation for services received under this Agreement is TWO HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$277,200).

b. AAS Maximum

Contractor will bill AAS' clients directly at a rate of \$43 per client per month. AAS' maximum obligation for services received under this Agreement is SIXTY-THREE THOUSAND (\$63,000).



2. FY 2020-2021 (Year 2)

a. BHRS Maximum

Contractor shall be paid at the rate of FORTY-TWO DOLLARS (\$43) per client per month. BHRS' maximum obligation for services received under this Agreement is TWO HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$277,200).

b. AAS Maximum

Contractor will bill AAS' clients directly at a rate of \$43 per client per month. AAS' maximum obligation for services received under this Agreement is SIXTY-THREE THOUSAND (\$63,000).

- C. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- D. 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.
- E. 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.
- F. 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 the Health System or designee.
- G. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- H. Monthly Invoice and Payment
1. 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 are being invoiced.



2. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Invoices shall be sent to:

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

- I. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health.

- J. 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.

- K. 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.

- L. BHRS Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other



contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

M. Claim/Invoice Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the invoice/claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____ 20__

Signed _____ Title _____

Agency _____ ”

3. Contractor agrees to keep for a minimum period of 3 (three) years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B ***



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).

Living In Familiar Environments
Name of Contractor

Maurice J. Foye
Signature of Authorized Official

Maurice J. Foye
Name (please print)

Director
Title (please print)

08/04/2019
Date

Revised 10/5/2017 S.Reed

(M)

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 and 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:

Maurice J. Fargy

Name of Contractor(s):

Living In Familiar Environments

Street Address or P.O. Box:

2640 Cordova Lane

City, State, Zip Code:

Rancho Cordova CA 95670

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

Signature:

Maurice J. Fargy

Title of Authorized Official:

Director

Date:

06/04/2019

*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."