

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

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 LifeMoves, 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 housing assistance.

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 2 & 3—SAMHSA Certifications
- Attachment E—Fingerprint Certification
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed NINE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS (\$945,634). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

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

4. Term

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

5. Termination

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

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and

description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County

notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and

servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right

to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Talisha Racy/Clinical Services Manager
Address: 2000 Alameda de las Pulgas, Suite 240, San Mateo, 94403
Telephone: (650) 573-3615

Facsimile: (650) 522-9830
Email: tracy@smcgov.org

In the case of Contractor, to:

Name/Title: Bruce Ives/Chief Executive Officer
Address: 181 Constitution Drive, Menlo Park, CA 94025
Telephone: (650) 685-5880
Facsimile: (650) 685-5881
Email: bives@shelternetwork.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

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

* * *

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

COUNTY OF SAN MATEO


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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

LIFEMOVES



Contractor's Signature Bruce Ives, CEO

Date: July 22, 2019

EXHIBIT A – SERVICES
LIFEMOVES
FY 2019 – 2021

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Alcohol And Other Drug Housing Services

Contractor will give priority admission to San Mateo County residents who are referred by San Mateo County Behavioral Health and Recovery Services (BHRS). In providing services and operations, Contractor will maintain compliance with requirements of the Alcohol and Other Drug Services (AOD) Policy and Procedure Manual including additions and revisions, incorporated by reference herein. The Handbook may be referenced at <http://smchealth.org/bhrs/aod/policy>.

1. AOD Housing Subsidy Program

- a. The AOD Housing Subsidy Program offers rental assistance to homeless individuals and families referred by San Mateo County AOD Treatment Providers. Rental deposit assistance is limited to an amount not to exceed double the initial monthly rent.
 - i. Referring organizations (core agencies and treatment providers) will submit an application for program participation directly to Contractor for review and consideration of approval.
 - ii. As part of the subsidy approval process, Contractor shall assess client needs, eligibility, and likelihood of eventual self-sufficiency necessary for success. Assessment will include client/tenant history, current self-sufficiency level, financial management skills, and socialization skills.
 - iii. Contractor and client shall develop an individualized case plan. The plan must be signed by the Contractor and client.
 - iv. Contractor shall provide a minimum of one (1) monthly case management session with each client. Case management will include: reviewing progress towards goals; assuring compliance with housing plan, and assess the need for additional referrals or services.
 - v. Contractor shall utilize, develop and implement a plan to identify and increase housing resources in the

community. This comprehensive activity will include planning, outreach and marketing efforts.

- vi. Reasonable efforts will be made to refer permanently disabled clients with addiction issues to the Shelter Plus Care subsidy program.
- vii. Contractor will be responsible to issue rent subsidy funds directly to the landlord/property owners/ property management entities.
- viii. Contractor will provide a list of all candidates referred to the program on a quarterly basis, by the 20th of the following month.

2. AOD Drug Court Housing Subsidy Program

Housing services for clients who have been referred by a Drug Court Case Manager shall include the following:

- a. San Mateo County Drug Court will submit an application for program participation directly to Contractor for review and consideration of approval. The services described in a. i. through viii. above, shall be reimbursed by Drug Court.
- b. Contractor will provide individuals and/or families housing within LifeMoves shelter programs, for up to twelve (12) months, based on the need and progress of the individuals and/or family. The Contractor will determine the appropriate length of program participation.
- c. Contractor shall maintain regular communication with the client's Drug Court case manager regarding progress and necessary plan modifications and/or eligibility issues.

B. Mental Health Services

1. Maple Street BHRS-Referred Beds

- a. Contractor shall reserve five (5) dedicated beds, non-gender specific transitional beds, per night. County has the option to purchase additional beds on an as-needed basis, if available. All referrals for the use of all noted beds must be approved by Adult Resource Management.
- b. Clients placed in the above identified beds will have full access to the shelter for services, which shall include case management services. Beds shall be in private cubicles, that include a dresser and a lamp.

- c. Case management services shall include an initial assessment of fiscal resources, job skills and opportunities, and the need for referrals to other service providers. Referrals to substance abuse services and/or other services will be made on an as-needed basis.
- d. Contractor's case manager will coordinate services with assigned BHRS staff.
- e. Based on client need, and if approved through the County's Coordinated Entry System (CES), Contractor will transfer clients into other LifeMoves programs/beds.

2. Pathways Program Beds

- a. Contractor shall provide two (2) dedicated transitional beds per night, one (1) male bed and one (1) female bed. County has the option to purchase additional beds on an as-needed basis, if available. All referrals for the use of all noted beds must be approved by Pathways Mental Health Court.
- b. Clients placed in the above identified beds will have full access to the shelter for services, which shall include case management services. Beds shall be in private cubicles, that include a dresser and a lamp.
- c. Case management services shall include an initial assessment of fiscal resources, job skills and opportunities, and the need for referrals to other service providers. Referrals to substance abuse services and/or other services will be made on an as-needed basis.
- d. Contractor's case manager will coordinate services with assigned BHRS staff.
- e. Based on client need, and if approved through the County's Coordinated Entry System (CES), Contractor will transfer clients into other LiveMoves programs/beds.

3. Client Assistance

Contractor will provide client assistance in the form of motel vouchers for clients referred and approved by the Pathways Mental Health Court program. The motel vouchers will be good for a maximum of three (3) nights pending approval by designated Pathways staff.

C. San Mateo Medical Center

1. Maple Street Shelter

- a. Contractor shall reserve five (5) dedicated beds, in semi-private cubicles at Maple Street Shelter for homeless single adults referred by the San Mateo Medical Center (SMMC). County has the option to purchase one (1) additional bed, in a semi private cubicle, on an as-needed basis for clients referred by SMMC, if available.
- b. Contractor shall provide safe housing in compliance with SMMC's discharge plan and timeline as long as the clients are meeting program requirements. The timeline shall be a minimum of thirty (30) days, and clients may be considered for extensions beyond the discharge plan timeline if mutually agreed upon by both parties. Subject to approval by SMC CES, clients may be transferred to other LifeMoves programs on a case by case basis.
- c. Contractor shall provide basic necessities and practical support, including: food, clothing, transportation assistance, phone and laundry access.
- d. Contractor shall provide individualized case management and referrals for needed services and resources, such as: employment, housing, and health services.
- e. Contractor shall provide access to additional on-site supportive services, such as life skills workshops, Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) meetings, substance abuse recovery services, and other services as developed for the Maple Street Shelter program.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
LIFEMOVES
FY 2019 – 2021

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed NINE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS (\$945,634).

B. Alcohol and Other Drug Services

The total amount County shall be obligated to pay Contractor for alcohol and other drug services shall not exceed TWO HUNDRED EIGHTY-SEVEN THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS (\$287,922) for the term of the agreement.

1. AOD Housing Subsidy Program

a. FY 2019 – 2020

Contractor shall be paid a maximum of ONE HUNDRED THIRTEEN THOUSAND THREE DOLLARS (\$113,003). Of this amount, eighty percent (80%) or NINETY THOUSAND FOUR HUNDRED THREE DOLLARS (\$90,403) will be utilized for housing rental subsidy assistance, and twenty percent (20%) or TWENTY-TWO THOUSAND SIX HUNDRED ONE DOLLARS (\$22,601) will be utilized for labor and fringe associated with the services to be delivered by Contractor.

b. FY 2020 – 2021

Contractor shall be paid a maximum of ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED TWENTY-THREE DOLLARS (\$117,523). Of this amount, eighty percent (80%) or NINETY-FOUR THOUSAND NINETEEN DOLLARS (\$94,019) will be utilized for housing rental subsidy assistance, and twenty percent (20%) or TWENTY-THREE THOUSAND FIVE HUNDRED FIVE DOLLARS (\$23,505) will be utilized for labor and fringe associated with the services to be delivered by Contractor.

2. AOD Drug Court Housing Subsidy Program

a. FY 2019 – 2020

Contractor shall be paid a maximum of TWENTY-EIGHT THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS (\$28,135). Of this amount, eighty percent (80%) or TWENTY-TWO THOUSAND FIVE HUNDRED EIGHT DOLLARS (\$22,508) will be utilized for housing rental subsidies, and twenty percent (20%) or FIVE THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS (\$5,627) will be utilized for labor and fringe associated with the case management services.

b. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid a maximum of TWENTY-NINE THOUSAND TWO HUNDRED SIXTY DOLLARS (\$29,260). Of this amount, eighty percent (80%) or TWENTY-THREE THOUSAND FOUR HUNDRED EIGHT DOLLARS (\$23,408) will be utilized for housing rental subsidies, and twenty percent (20%) or FIVE THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS (\$5,852) will be utilized for labor and fringe associated with the case management services.

c. Contractor shall submit billing for AOD Housing Subsidy Program and Drug Court Housing clients by funding source and shall include client name and date of birth receiving subsidy, subsidy agreement/monthly record and requested amount. Contractor shall identify the client payment, the subsidy payment, and the total amount expected to be paid out over the subsidized period.

- d. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Manual.

C. Mental Health Services

The total amount County shall be obligated to pay Contractor for mental health services shall not exceed THREE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS (\$376,165) for the term of the agreement.

1. Maple Street Shelter BHRS-Referred Beds

- a. For the term July 1, 2019 through June 30, 2020, Contractor shall be paid at a rate of SIXTY DOLLARS AND SIXTY-TWO CENTS (\$60.62) per bed, per night, for five (5) dedicated beds per night for a maximum of ONE HUNDRED TEN THOUSAND SIX HUNDRED FIFTY DOLLARS (\$110,650).
- b. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid at a rate of SIXTY-THREE DOLLARS AND FOUR CENTS (\$63.04) per bed, per night, for five (5) dedicated beds per night for a maximum of ONE HUNDRED FIFTEEN THOUSAND SEVENTY-SIX DOLLARS (\$115,076).
- c. County has the option to purchase additional beds on an as-needed basis at the same rates as the dedicated beds, subject to availability. Contractor shall invoice County on a monthly basis for these additional beds.

2. Maple Street Shelter Pathways Program Beds

a. FY 2019 – 2020

Contractor shall be paid at a rate of SIXTY-SEVEN DOLLARS AND FORTY-FOUR CENTS (\$67.44) per bed, per night, for two (2) dedicated beds, for a maximum of FORTY-NINE THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS (\$49,235).

b. FY 2020 – 2021

Contractor shall be paid at a rate of SEVENTY DOLLARS AND FOURTEEN CENTS (\$70.14) per bed, per night, for two

(2) dedicated beds, or a maximum of FIFTY-ONE THOUSAND TWO HUNDRED FOUR DOLLARS (\$51,204).

- c. County has the option to purchase additional beds on an as-needed basis at the same rates as the dedicated beds, subject to availability. Contractor shall invoice County on a monthly basis for these additional beds. Payments shall be made only for services authorized by BHRS Deputy Director of Adult Services or designee.

3. Client Assistance

- a. FY 2019 – 2020

Contractor will provide Pathways referred clients with a motel voucher for up to three (3) nights, pending approval by Pathways staff for a maximum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

- b. FY 2020 – 2021

Contractor will provide Pathways referred clients with a motel voucher for up to three (3) nights, pending approval by Pathways staff for a maximum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

D. San Mateo Medical Center

The total amount County shall be obligated to pay Contractor for SMMC clients shall not exceed TWO HUNDRED EIGHTY-ONE THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS (\$281,547).

1. Maple Street Shelter Beds for SMMC-Referred Clients

- a. For the term July 1, 2019 through June 30, 2020, Contractor shall provide five (5) dedicated beds per night at the rate of SIXTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$63.33) per bed per night. If an additional bed is required and is available, SMMC will pay Contractor at that same rate, per bed, per night, for the nights the additional bed is used. Contractor shall be paid a maximum of ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED NINETY-THREE DOLLARS (\$138,693).
- b. For the term July 1, 2020 through June 30, 2021, Contractor shall provide five (5) dedicated beds per night at the rate of

SIXTY-FIVE DOLLARS AND TWENTY-THREE CENTS (\$65.23) per bed per night. If an additional bed is required and is available, SMMC will pay Contractor at that same rate, per bed, per night, for the nights the additional bed is used. Contractor shall be paid a maximum of ONE HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS (\$142,854).

- c. Contractor will invoice SMMC by the tenth (10th) day following the month of services provided. Invoices will be approved by the Case Management Director and paid within thirty (30) days of receipt of invoice.

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

- F. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

- G. The Chief of 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.

- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

- I. In the event this Agreement is terminated prior to 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.

- J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.

- K. Monthly Invoice and Payment

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by

County to Contractor shall be monthly. Claims 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. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

BHRS claims and reports are sent to:

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

SMMC claims and reports are sent to:

San Mateo Medical Center
Felix Levy
222 West 39th Avenue
San Mateo, CA 94403

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

O. Invoice Certification and Program Integrity

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

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

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

Executed at _____ California, on _____ 20__

Signed _____ Title _____

Agency _____”

*** END OF EXHIBIT B ***

SAMSHA CERTIFICATIONS – ATTACHMENT 2

CERTIFICATIONS

Certification Regarding Lobbying

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

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

Salary Cap

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

Drug Free Work Environment

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

SAMSHA CERTIFICATIONS – ATTACHMENT 2 (CONTINUED)

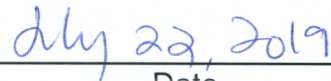
Certification Regarding Debarment Suspension Ineligibility And Voluntary Exclusion –
Lower Tier Covered Transactions

- 1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.

- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/application.



Signature of Official Authorized
To Sign Application



Date

SAMSHA CERTIFICATIONS – ATTACHMENT 3

Certification Regarding Environmental Tobacco Smoke

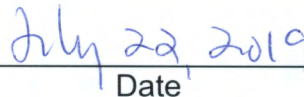
Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services,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

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

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



Signature of Official Authorized
To Sign Application



Date

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).

LifeMoves
Name of Contractor


Signature of Authorized Official

Bruce Ives
Name (please print)

Chief Executive Officer
Title (please print)

July 22, 2019
Date

ATTACHMENT I

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

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Bruce Ives

Name of Contractor(s):

LifeMoves

Street Address or P.O. Box:

181 Constitution Drive

City, State, Zip Code:

Menlo Park, CA 94025

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

Signature:



Title of Authorized Official:

Chief Executive Officer

Date:

July 22, 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."