



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: January 20, 2012
BOARD MEETING DATE: February 14, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health & Recovery Services

SUBJECT: Second Amendment to the Agreement with Voices of Recovery San Mateo County

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board to execute a Second Amendment to the Agreement with Voices of Recovery San Mateo County for the provision of consumer-operated self-help and peer-support services, wellness and recovery services, and criminal justice realignment, increasing the maximum obligation by \$37,500 to a new maximum of \$113,843, with no change to the term of November 1, 2011 through June 30, 2012.

BACKGROUND:

On November 7, 2011, the County Manager's Office (CMO) approved an Agreement with Voices of Recovery San Mateo County (VORSMC), for the term November 1, 2011 through June 30, 2012, to provide consumer-operated self-help and peer-support services for individuals with co-occurring alcohol and drug and mental health disorders within San Mateo County. These services are essential to supporting individuals in long term recovery as they progress through all phases of wellness/recovery, including periods of relapse.

In October 2011 BHRS requested and was granted by the CMO a three-year waiver to the Request for Proposal (RFP) process for peer-support services performed by VORSMC. The waiver allows VORSMC the opportunity to demonstrate its operational ability and to document its success in serving the target population. BHRS plans to run an RFP in FY 2013-14 for services beginning July 1, 2014.

In December 2011 the CMO approved a First Amendment to the Agreement for the provision of health and wellness groups, support and activities through the Total Wellness Program, increasing the maximum obligation by \$5,235, to a new maximum of \$76,343.

DISCUSSION:

On October 1, 2011 the State began implementation of AB 109, the Criminal Justice Realignment Act. After that date, they began releasing most non-serious, non-violent felons from State prison, to County supervision rather than the State. This Second Amendment to the Agreement is now necessary to add services for these formerly incarcerated adults. This will increase the maximum obligation by \$37,500, with no change to the Agreement term of November 1, 2011 through June 30, 2012.

The Amendment and Resolution have been reviewed and approved by County Counsel. The Contractor's insurance has been reviewed and approved by Risk Management.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

The Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing consumer-run and peer-support services for individuals in long term recovery. BHRS provides a range of services to support consumers as they progress through all phases of wellness/recovery, and through periods of relapse. The provision of consumer-run and peer-support services is one established level of support. The services provided contribute to this measure. It is anticipated that 90% of clients who receive services will rate services as good or better.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Percentage of customer survey respondents who rate services as good or better.	N/A*	90%

* The original start date of this Agreement is November 1, 2011.

FISCAL IMPACT:

The term of the amended Agreement remains November 1, 2011 through June 30, 2012. The Agreement maximum is being increased by \$37,500 to a new maximum of \$113,843. Services will be funded 100% through AB 109 Criminal Justice Realignment. These services and costs were approved by the Community Corrections Partnership Committee. There is no Net County Cost.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH VOICES OF RECOVERY SAN MATEO COUNTY FOR THE PROVISION OF CONSUMER-OPERATED SELF-HELP AND PEER SUPPORT SERVICES, WELLNESS AND RECOVERY SERVICES, AND CRIMINAL JUSTICE REALIGNMENT, INCREASING THE MAXIMUM OBLIGATION BY \$37,500 TO A NEW MAXIMUM OF \$113,843, WITH NO CHANGE TO THE TERM OF NOVEMBER 1, 2011 THROUGH JUNE 30, 2012

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on November 7, 2011, the County Manager approved an Agreement with Voices of Recovery San Mateo County, for the provision of consumer-operated self-help and peer support services for individuals with co-occurring alcohol and drug and mental health disorders, for a maximum obligation of \$71,108; and

WHEREAS, on December 15, 2011, the County Manager approved a First Amendment to the Agreement with Voices of Recovery San Mateo County, for the provision of consumer-operated self-help and peer support services for individuals with co-occurring alcohol and drug and mental health disorders, and health and wellness groups, support and activities, increasing the maximum obligation by \$5,235 to a new maximum obligation of \$76,343; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance a Second Amendment to the Agreement, reference to

which is hereby made for further particulars, whereby Contractor shall increase the volume of services being provided; and

WHEREAS, the maximum obligation is being increased by \$37,500 to a new maximum obligation of \$113,843 with no change to the Agreement term of November 1, 2011 through June 30, 2012; and

WHEREAS, this Board has been presented with a form of the Second Amendment and has examined and approved it as to both form and content and desires to enter into this Amended Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors is hereby authorized and directed to execute said Second Amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
VOICES OF RECOVERY SAN MATEO COUNTY**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and VOICES OF RECOVERY SAN MATEO COUNTY, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement ("Original Agreement") for alcohol and drug and mental health disorders on November 7, 2011; and

WHEREAS, on December 15, 2011, the County Manager approved an amendment to the Agreement increasing the maximum obligation by \$5,235 to a new maximum of \$76,343; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a second time to add criminal justice realignment, increasing the maximum obligation by \$37,500 to a new maximum of \$113,843.

WHEREAS, the parties wish to amend and clarify that Original Agreement.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED FORTY-THREE DOLLARS (\$113,843).

2. Paragraph 2. Contract Term is hereby deleted and replaced with Paragraph 4. Term and Termination below:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2011 through June 30 2012.

This Agreement may be terminated by Contractor, the Chief of the Health System or designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Paragraph 5. Workers' Compensation Insurance is hereby deleted.
4. Paragraph 6. Insurance is hereby deleted and replaced with the Paragraph 9. Insurance below:

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

- (1) Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

5. Paragraph 7. Hold Harmless is hereby deleted and replaced with the Paragraph 7. Hold Harmless below:

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. Paragraph 11. Payments of Permits/Licenses is hereby deleted and replaced with the Paragraph 10. Compliance with Laws; Payment of Permits/Licenses below:

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

7. Paragraph 12. Non-Discrimination is hereby deleted and replaced with the Paragraph 11. Non-Discrimination below:

A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee

with a spouse.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

8. Paragraph 14. Retention of Records is hereby deleted and replaced with the Paragraph 13. Retention of Records below:

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

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

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

9. Paragraph 5. Availability of Funds below is hereby added:

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

10. Paragraph 12. Compliance with Contractor Employee Jury Service Ordinance below is hereby added:

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

11. Paragraph 16. Notices below is hereby added:

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

In the case of County, to:

San Mateo County
Behavioral Health and Recovery Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Voices of Recovery San Mateo County
400 Harbor Boulevard, Building E
Belmont, CA 94002

12. Exhibit A is hereby deleted and replaced with the Exhibit A and Exhibit B attached hereto.
13. All other terms and conditions of the agreement dated December 15, 2011 between the County and Contractor shall remain in full force and effect.

Signature page to follow.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

VOICES OF RECOVERY SAN MATEO COUNTY

Contractor's Signature

Date: _____

EXHIBIT A – SERVICES
VOICES OF RECOVERY SAN MATEO COUNTY
FY 2011 - 2012

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

Contractor shall provide services described below in a manner consistent with the terms and provisions of this Agreement.

A. Recovery Support Services

1. Voices of Recovery San Mateo County (VORSMC) will operate as an independent organization for recovery support services. Contractor shall provide oversight management, consultation, and training in continuing their organizational development and meeting their contract goals and objectives.
2. Recovery support services shall be supervised by Contractor, as described herein. The management and development of these services shall be guided by the Program Development Plan ("Plan") as approved by the Director of Behavioral Health and Recovery Services (BHRS) and be developed in collaboration with the San Mateo County recovering community, clients, AOD providers and San Mateo County AOD staff. Additional functions may be added, deleted or revised as agreed to by the County and VORSMC. Any changes to the services, or outreach and educational activities, described herein must be approved by the Director of BHRS or designee.

B. Outcomes

1. Continue to build upon and enhance the development of the current Board of Directors.
2. The VORSMC Board and management shall develop a short term and a three-year strategic plan to be due on or before February 1, 2012.
3. Contractor shall work with the VORSMC Board to complete the development of their business model. The business model shall include a training design for services, and fiscal, and administrative systems and procedures.

4. Create organizational culture, infrastructure and environment that will foster the development and promote the mission of VORSMC to provide quality recovery support services to adults and families.
5. Contractor shall oversee the ongoing recruitment, training, and management of VORSMC volunteers and participants.
6. Development of an outreach plan for identifying new participants/volunteers, and further develop and maintain a participant/volunteer mailing list. Plan shall be submitted by January 1, 2012.
7. Contractor shall provide oversight management and training needs in partnership with AOD. Contractor shall be responsible for the management and supervision of all the center services and volunteers.
8. Contractor shall provide oversight in the supervision of staff / volunteers at service sites.
9. Contractor shall create a safe and supportive environment for formerly incarcerated adults.
10. A VORSMC staff member will meet with Service Connect Consumers at 400 County Center, Redwood City, at a designated time to recruit VORSMC participants. This meeting will be held once a week, for up to two (2) hours.

C. Activities

Activities shall be provided to San Mateo County residents without cost in San Mateo County. Activities may include arts, movie nights, socialization activities, community outings, and support groups. Develop and distribute monthly calendars of groups and events. Activities shall include:

1. A minimum of one (1) educational, outreach, and peer-support groups per week promoting wellness in Recovery.
2. A minimum of four (4) social activities annually.
3. Provide center activities a minimum average of two (2) days per week.

4. A schedule of program activities and an unduplicated count of participants shall be reported on a monthly basis.
 5. VORSMC will have a registration procedure for each member. Registration information will include the following:
 - a. Member name
 - b. Family member(s) name(s), address, and phone number for each name
 - c. Emergency contact information for each name
 - d. Referral source (agency, staff name and phone number if available)
 - e. Race and/or ethnicity
 - f. Preferred language(s) spoken
 6. All services shall be culturally and linguistically appropriate for the diverse cultural communities of the County.
- D. Health and Wellness Groups/Support/Activities in Collaboration with Total Wellness

Services shall be provided under the direction and supervision of the Executive Director of VORSMC. The Executive Director will meet monthly with the Total Wellness/Health Education supervisor to ensure communication and coordination of services.

1. Training
 - a. The Executive Director and at least three (3) VORSMC staff will complete Health and Wellness formal training and/or WRAP facilitator training.
 - b. VORSMC staff will participate in regular monthly consultation meetings.
 - c. Training will include tobacco education, healthy eating, and physical exercise.
2. Wellness Services at BHRS Sites
 - a. Contractor will hire, ensure training, and supervise VORSMC employees (Wellness Coaches) who will work at BHRS service sites in collaboration with the Total Wellness Program (TWP).
 - b. Contractor will provide eight (8) hours of staffing per week, four (4) hours at Central County and four (4) hours at South County. For the period January 2012 through June 2012, Contractor will provide up to two hundred eight (208) hours of wellness coach service. Specific times and dates will be arranged through mutual agreement.

- c. Assignments for the Wellness Coach may include: wellness calls, reminder calls, individual or group WRAP support, Health and Wellness group activity set up and clean up, assistance with food fairs and education forums, walking groups, cooking classes, and other social or education groups and activities.
 - d. Specific on-site work assignments can be given to VORSMC Wellness Coaches by TWP Supervisors and Nurses.
 - e. Job duties and performance expectations and concerns are as follows:
 - i. Potential concerns or problems need to be discussed by the VORSMC Executive Director and TWP Unit Chief.
 - ii. The Executive Director of VORSMC will have the sole responsibility of reviewing performance and personnel issues of the Voices of Recovery Wellness Coaches
 - iii. BHRS reserves the right to request the VORSMC Executive Director to replace a Wellness Coach. All attempts will be made to give the VORSMC Executive Director at least fourteen (14) days notice of a serious concern with a Health and Wellness Coach.
3. Health and Wellness Groups and Activities
- a. Contractor will provide additional Health and Wellness activities, education and support groups at the VOCSMC office.
 - b. Each group or activity will follow a practice based model of WRAP or Health Education, or be guided by established health education practice.
 - c. Groups will be facilitated by two (2) VORSMC staff, one (1) of whom is a trained WRAP facilitator or a Health and Wellness model graduate.
 - d. A schedule of these groups must be distributed monthly.
 - e. Attendance must be recorded.

II. ADMINISTRATIVE AND REPORTING REQUIREMENTS

A. Administering Satisfaction Surveys

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

B. Program Attendance

Contractor shall keep records for all services offered. Contractor shall provide to County the total number of participants in all programs/activities monthly, as well as an unduplicated count of participants in programs/services monthly.

C. Cultural Competency

1. All program volunteers/staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.
2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner.
3. Contractor shall use good faith efforts to hire and maintain partnerships with staff participants and volunteers who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor staff.

D. Contractor shall submit monthly reports on the above mentioned objectives no later than the tenth (10th) calendar day of the month, for the previous month's services.

E. Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement and budget amendments as needed.

F. Contractor will submit to County a final/year-end Cost Report no later than August 20, 2012 for fiscal year 2011/2012.

G. Contractor will submit the three-year strategic plan on or before February 1, 2012.

H. Contractor will submit an outreach plan no later than January 1, 2012.

III. GOAL AND OBJECTIVES

- GOAL 1: Increase client participation in peer support/recovery activities.
- OBJECTIVE 1: Contractor shall increase unduplicated attendance in programs by ten percent (10%).
Data collection to be completed by Contractor.
- GOAL 2: Outreach to referral agencies such as, but not limited to, Probation Department, specialty courts, NAMI and other agencies.
- OBJECTIVE 2: Contractor shall present at least six different referral agencies within one (1) year by attending staff meetings or presenting to program coordinators or supervisors.

EXHIBIT B – PAYMENTS AND RATES
VOICES OF RECOVERY SAN MATEO COUNTY
FY 2011 – 2012

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

- I. In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. Recovery Support Services

1. For the period November 1, 2011 through November 30, 2011, Contractor shall be paid a maximum of TWO THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS AND FIFTY CENTS (\$2,373.50).
2. For the period December 1, 2011 through December 31, 2011, Contractor shall be paid a maximum of EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY CENTS (\$8,888.50).
3. For the period January 1, 2012 through June 30, 2012, Contractor shall be paid one-sixth ($1/6^{\text{th}}$) of the remaining total obligation per month or EIGHT THOUSAND FOUR HUNDRED SEVENTY-ONE DOLLARS AND EIGHTY-THREE CENTS (\$8,471.83), not to exceed FIFTY THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS (\$50,831.00).

B. Health and Wellness

For the period January 1, 2012 through June 30, 2012, Contractor shall be paid one-sixth ($1/6$) of the total obligation per month or TWO THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$2,375.00), not to exceed FOURTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$14,250.00).

C. Criminal Justice

For the period January 15, 2012 through June 30, 2012 Contractor shall be paid one-sixth (1/6) of the total obligation per month or SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$6,250.00), not to exceed THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500).

- D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED FORTY-THREE DOLLARS (\$113,843).
- E. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of the Agreement.
- F. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing 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.
- G. 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, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- H. In the event this Agreement is terminated prior to June 30, 2012, the Contractor shall be paid for services already provided pursuant to this Agreement.
- I. 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 _____”