

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
INNVISION-SHELTER NETWORK**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and INNVISION-SHELTER NETWORK, 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, it is necessary and desirable that Contractor be retained for the purpose of professional services.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

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 herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

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 EIGHT HUNDRED FIFTY FOUR THOUSAND FOUR HUNDRED NINETY DOLLARS (\$854,490)

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2013 through June 30, 2015.

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

5. Availability of Funds

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.

6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

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 County 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 County 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 to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (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.

10. Compliance with laws; payment of Permits/Licenses

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.

11. Non-Discrimination and Other Requirements

- 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 handicapped individual 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 this Agreement.
- 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.

12. Compliance with Contractor Employee Jury Service Ordinance

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.

13. Retention of Records, Right to Monitor and Audit

(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.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Shelter Network
1450 Chapin Avenue, Second Floor
Burlingame, CA 94010

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

INNVISION-SHELTER NETWORK



Contractor's Signature

Date: 5/3/13

Long Form Agreement/Non Business Associate v 8/19/08

**INNVISION-SHELTER NETWORK
EXHIBIT A – SERVICES
FY 2013-2015**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following alcohol and drug housing services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. ALCOHOL AND OTHER DRUG HOUSING SERVICES

Contractor will provide the following alcohol and drug housing services at mutually agreed upon locations in San Mateo County. Contractor will give priority admission to San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS) and Alcohol and Other Drug Services (AOD). In providing services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, incorporated by reference herein. The Handbook may be referenced at <http://www.aodsystems.com/SMC/Index.htm>.

1. Alcohol and Other Drug Housing Subsidy

- a. AOD Housing Subsidy Services is a one year program offering services to AOD authorized, homeless and individuals referred from a San Mateo county AOD Treatment Providers, Drug Court team or an Achieve-180 (A-180) Case Manager. Up to Two Thousand Dollars (\$2,000) for families and One Thousand Five Hundred Dollars (\$1,500) for single move in:
 - i. Referring treatment provider or Case Manager will submit subsidy requests to AOD for approval.
 - ii. Assess clients need and sustainability for AOD Housing and Case Management services.
 - iii. Determine client/tenant history, self care abilities, financial management skills, and socialization skills.
 - iv. Develop, with client input, a final case plan for the use of housing subsidy funds and eventual self sufficiency. The plan must be signed by the client, recorded on AOD housing subsidy Utilization plan form, and transmitted to AOD.
 - v. Meet with each client on a monthly basis to review progress towards goals; assure compliance with their housing maintenance plan, and facilitate needed case management

assistance. Coordinate all necessary referrals and verify follow through by clients.

- vi. Work closely with AOD to monitor progress and be an active participant in continued program development. remove
- vii. Permanently disabled clients with addiction issues must be referred to Shelter Plus Care prior to considering utilization for this funding source.
- viii. Upon authorization, Contractor will provide fiscal support by issuing approved rent subsidy check directly to the landlord.

2. Services for AOD Drug Court

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

- a. Innvision-Shelter Network will provide Housing for families for 6-12 months based on the need of the family and the case plan as established by the Case Manager and the Contractor.
- b. Contractor will provide housing that may be utilized for Drug Court Clients at any shelter site in the Innvision-Shelter Network system San Mateo County.
- c. Provide supportive services appropriate to the needs of the family in coordination with the family case plan. Services may include licensed childcare, transportation assistance, health services, parent education and other services as designated and agreed to by the Case Manager and Contractor.
- d. Ensure regular communication with the client's Case Manager regarding progress and necessary plan modifications and or legal requirements.

3. Achieve 180

Housing services for those that are referred by Achieve 180:

- a. Innvision-Shelter Network will provide Housing for families for 6-12 months based on the need of the family and the case plan as established by the Case Manager and the Contractor.
- b. Provide supportive services appropriate to the needs of the family in coordination with the family case plan. Services may include licensed childcare, transportation assistance, health services, parent education and other services as designated and agreed to by the Case Manager and Contractor.
- c. Ensure regular communication with the client's Case Manager

regarding progress and necessary plan modifications and or legal requirements.

- d. Sober Living Environment (SLE) Reimbursable Services.
 - i. SLE prospective residents must be admitted to and participate in ADP certified Outpatient Treatment and/or Day Treatment program
 - ii. Participants who complete a primary residential program may participate in Aftercare as a part of their continuing care plan.
 - iii. Referrals to a SLE may come from jail or as a part of the primary treatment continuing care plan. Coordination with the A-180 Case Manager, Probation/Parole Officer and Treatment Provider is mandatory.
 - iv. Unemployed SLE residents may have their full rent subsidized if they are actively pursuing stable employment. Once employed, the resident, case manager and SLE Program staff will jointly revise the rental agreement and payment schedule.
 - v. SLE Programs may not provide any detoxification, treatment or recovery service.

B. MENTAL HEALTH SERVICES

1. Transitional Beds - Maple Street Shelter

- a. Contractor shall provide five (5) dedicated transitional beds per night and one (1) fee-for-service transitional bed per night on an as-needed basis. Should additional transitional beds be available, County has the option to purchase such additional beds on an as-needed basis. Referrals for the use of these beds must come through Behavioral Health and Recovery Services (BHRS) Resource Management.

2 Transitional Beds Services

- a. The clients placed in these beds will have full access to the shelter for services, which shall include case management services. Beds shall be in private cubicles, which shall include a dresser and a lamp.
- b. 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.
- c. At Contractor's discretion, clients shall be transferred to Contractor's long-term shelter. Long-term shelter services are not to be provided

through this Agreement.

3 SRO Rooms

Contractor shall provide two (2) dedicated SRO rooms at the Vendome Hotel. The clients using these will be authorized through Adult Resource Management. Clients will receive case management services from BHRS or their contractors.

4 Pathways

a. Transitional Beds

- i. Contractor shall provide two (2) dedicated transitional beds per night. Should additional transitional beds be available, County has the option to purchase such additional beds on an as-needed basis. Clients utilizing these transitional bed services shall also receive services as described in Paragraph I.A.2. of this Exhibit A.

b. Family Shelter Housing

- i. Contractor shall provide one (1) fee-for-service apartment in the Innvision-Shelter Network system in San Mateo County on an as-needed basis.
- ii. Contractor shall provide supported housing services for families which will include children.

c. Programmatic Support

Contractor Program Administrator and clinical staff shall attend and participate in programmatic/clinical meetings for Pathways.

d. Childcare Services

Contractor shall provide childcare services for women in the Pathways for Women program while they are attending clinical activities and meetings.

C. San Mateo Medical Center

1. Maple Street Shelter

- a. Contractor shall reserve five (5) beds at Maple Street Shelter for homeless single adults referred by San Mateo Medical Center (SMMC).

- b. Safe housing in compliance with SMMC's discharge plan and timeline as long as the clients are meeting program requirements (clients may be considered for extensions beyond that timeline on mutual agreement of both parties and may be transferred to the regular programs of Maple Street on a case by case basis).
- c. Basic necessities and practical support, including food, clothing, transportation assistance, phone and laundry access and financial assistance as needed.
- d. Individualized case management and referrals to needed services and resources, such as employment, housing, and health services.
- e. 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.

II. ADMINISTRATIVE REQUIREMENTS

A. ALL PROGRAMS

1. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org

- a. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year.

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

- i. implementation of policies and practices that are related to promoting diversity and cultural competence
- ii. contractor forum for discussing relevant and appropriate cultural competence-related issues. (such as a cultural competence committee)
- iii. collection of client cultural demographic information, including

- race, ethnicity, primary language, gender and sexual orientation.
- iv. staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner.)
 - v. staff training plan related to cultural competency. Contractor will ensure that all program staff receives at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.
- b. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
 - c. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.
 - d. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
 - e. Technical Assistance - Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

B. ALCOHOL AND OTHER DRUG SERVICES

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at

1. Co-occurring Disorders

Contractor will work to improve outcomes for complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.

2. Retention of Records

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven (7) years from the date they are officially closed.

C. MENTAL HEALTH SERVICES

1. Administrative Requirements

Paragraph 13 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

2. Administering Satisfaction Surveys

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

3. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Adult Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.

4. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual 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 using the following websites:

a) Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

b) California Department of Healthcare Services (DHCS)

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

5. Licensing Reports

Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Children and Youth Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.

6. Advance Directives

Contractor shall submit a copy of any licensing report issued by a

licensing agency to BHRS Children and Youth Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.

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

7. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Mental Health Services Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

8. Fingerprint Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children or others who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

D. GOALS AND OBJECTIVES

MENTAL HEALTH SERVICES

SHELTER SERVICES

Goal: Contractor shall increase the independence of clients by assisting them in obtaining any and all necessary support services (e.g., financial assistance, housing, medical/psychiatric services, etc.) to facilitate a higher level of self-sufficiency.

Objective: A minimum of sixty-five percent (65%) of clients shall

obtain stable (permanent or transitional) housing upon discharge.

PATHWAYS Data collection to be completed by the Contractor

Goal: Contractor shall support the reunification of clients with their Children

Objective: A minimum of ninety percent (90%) of clients residing in Family Shelter Housing shall participate in parenting classes.

Data collection to be completed by the Contractor.

INNVISION-SHELTER NETWORK
EXHIBIT B – PAYMENTS AND RATES
FY 2013-2015

In full consideration of the services provided by Contractor, County shall pay Contractor as follows:

I. PAYMENT

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. ALCOHOL AND OTHER DRUG HOUSING SERVICES

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

All payments under this Agreement must directly support services specified in this Agreement. From the aggregate funds, County shall pay Contractor at the following rates:

1. AOD Housing Services for FY 2013-14

Services	Not to exceed Maximum Annual Allocation of:	Unit Rate or % of claim
County Funded		
AOD Housing Subsidy	\$72,150	per individuals rental costs
Administrative Overhead	\$2,850	3%
Case Management	\$20,000	\$35
<i>Subtotal</i>	<i>\$95,000</i>	
Achieve 180		
AOD Housing Subsidy	\$58,600	per individual rental costs and \$35 per hour for Case Management services
Admin. Overhead	\$1,812	3%
<i>Subtotal</i>	<i>\$60,412</i>	Family-\$71.25 per day; SLE* -see chart below
Drug Court		
Admin. Overhead	\$750	3%
<i>Subtotal</i>	<i>\$25,000</i>	
TOTAL	\$180,412	

*Reimbursements for A-180 SLE providers

Sober Living Environments	Unit Rate Employed Participants	Unit Rate Un-employed Participants
Free at Last	\$22 per day	\$11 per day
Latino Commission	\$25 per day	Re-negotiated at employment
Our Common Ground	\$17 per day	Re-negotiated at employment
Project Ninety	\$22 per day	\$11 per day
Service League	\$22 per day	Re-negotiated at employment
Womens Recovery Assoc.	\$22 per day	Re-negotiated at employment

2. Maximum Obligation 2013-14

For services described in Paragraph I.A of Exhibit A, the maximum amount County shall be obligated to pay shall not exceed ONE HUNDRED EIGHTY THOUSAND FOUR HUNDRED AND TWELVE DOLLARS (\$180,412)

3. AOD Housing Services for FY 2014-15

Services	Not to exceed Maximum Annual Allocation of:	Unit Rate or % of claim
County Funded		
AOD Housing Subsidy	\$72,150	per individuals rental costs
Administrative Overhead	\$2,850	3%
Case Management	\$20,000	\$35
<i>Subtotal</i>	<i>\$95,000</i>	
Drug Court		
Admin. Overhead	\$750	3%
<i>Subtotal</i>	<i>\$25,000</i>	
TOTAL	\$120,000	

4. Maximum Obligation 2014-15

For services described in Paragraph I.A of Exhibit A, the maximum amount County shall be obligated to pay shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000)

5. Payments and Reporting

Contractor shall submit billing for AOD, Drug Court and A-180 Housing Subsidy 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.

6. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
7. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.
8. Required Fiscal Documentation
 - a. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
 - b. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

B. MENTAL HEALTH SERVICES

1. Transitional Beds – Maple Street Shelter

Contractor shall provide five (5) dedicated transitional beds per night and one (1) fee-for-service transitional bed per night at the rate of FORTY-FIVE DOLLARS (\$45) per bed per night. Should additional transitional beds be available, County has the option to purchase on an as-needed basis such additional beds at the same rates as the dedicated beds. Contractor shall invoice County on a monthly basis for these emergency shelter and transitional beds.

2. Emergency SRO/Vendome

Contractor shall provide two (2) single room occupancy rooms for emergency housing at the Vendome Hotel at the rate of EIGHT HUNDRED EIGHT DOLLARS AND FIFTY CENTS (\$808.50) per month, not to exceed the total amount of NINETEEN THOUSAND FOUR HUNDRED FOUR DOLLARS (\$19,404). This payment can be decreased if the occupant has a source of income benefit package. The client would pay one-third of their income, up to FOUR HUNDRED TWENTY DOLLARS (\$420) per month. Contractor shall invoice County on a monthly basis. Invoice shall identify clients receiving services.

3. Pathways

a. Transitional Beds

Contractor shall provide two (2) dedicated transitional beds per night

at the rate of FIFTY DOLLARS (\$50) per bed per night. Should additional transitional beds be available, County has the option to purchase on an as-needed basis such additional beds at the same rates as the dedicated beds. Contractor shall invoice County on a monthly basis for these emergency shelter and transitional beds. Payments shall be made only for services authorized by BHRS Deputy Director of Adult Services or designee.

b. Family Shelter Housing

Contractor shall provide one (1), fee-for-service one (1) bedroom apartment as described in Exhibit A Paragraph I.B.2.a. as Family Shelter Housing in the Shelter Network system at the rate of SEVENTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$71.25) per bed per night. Payments shall be made only for actual services as authorized by BHRS Deputy Director of Adult Services or designee.

4. Mental Health Services

a. Maximum Obligation 2013-14

Subject to availability of funding for services described in Section I.B. of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED SEVENTY-ONE THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS (\$171,189) for the term of the Agreement. Verify amount

b. Maximum Obligation 2014-15

Subject to availability of funding for services described in Section I.B. of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED SEVENTY-ONE THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS (\$171,189) for the term of the Agreement.

C. SAN MATEO MEDICAL CENTER

1. Maple Street Shelter

Contractor shall provide five (5) dedicated transitional beds per night at the rate of FIFTY-EIGHT DOLLARS (\$58) per bed per night. If an additional bed is required and is available, San Mateo County will pay Contractor \$58 per bed per night for the nights the additional bed is used. Contractor will invoice SMMC by the 10th day following the month of services provided. Invoices will be approved by the Case Management Director and paid within 30 days of receipt of invoice.

a. Maximum Obligation 2013-14

Subject to availability of funding for services described in Section I.C. of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$105,850) for the term of the Agreement.

b. Maximum Obligation 2014-15

Subject to availability of funding for services described in Section I.C. of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$105,850) for the term of the Agreement.

D. ALL PROGRAMS

1. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed EIGHT HUNDRED FIFTY FOUR THOUSAND FOUR HUNDRED AND NINETY DOLLARS (\$854,490)
2. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3.
3. Contract Amendments

The Chief of the Health System 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.

4. Early Termination

In the event this Agreement is terminated prior to June 30, 2015, 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.

5. Anticipated Change in Revenue

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.

6. 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.

7. 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.
8. Monthly Reporting
 - a. 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 direct and indirect services (if applicable) for which claim is made.
 - i. Direct Services/Claims
Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.
 - ii. Indirect Services/Claims
Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.
 - c. 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 shall be sent to:

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

SMMC claims to:

San Mateo Medical Center
Ronald Keaton
222 W. 39th Ave
San Mateo, CA 94403

9. Claims Certification and Program Integrity

Anytime Contractor submits a claim 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 claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____ Agency _____"

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that 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: (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).

InnVision Shelter Network
Name of Contractor

Karae Lisle
Signature of Authorized Official

Karae Lisle
Name (please print)

CEO
Title (please print)

5/2/13
Date

ATTACHMENT I

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

The undersigned (hereinafter called the "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.

Vicky Reader
Name of 504 Person / Type or Print

Innvision - Shelter Network
Name of Contractor(s) - Type or Print

1450 Chapin Avenue, Second Floor
Street Address or P.O. Box

Burlingame, CA 94010
City, State, Zip Code

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

Karen Fisher
Signature

CEO
Title of Authorized Official

5/2/13
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."