

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
OUR COMMON GROUND, INC.**

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and OUR COMMON GROUND, INC. 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 professional services on September 27, 2011, for the term of July 1, 2011 through June 30, 2012, for a maximum obligation of \$1,940,799; and

WHEREAS, on February 14, 2012, your Board approved an amendment to the agreement increasing the maximum obligation by \$240,000 to a new maximum of \$2,180,799 and no change to the term of the agreement; and

WHEREAS, on July 10, 2012, your Board approved a second amendment to the agreement increasing the maximum obligation by \$1,997,043 to a new maximum of \$4,177,842 and extending the term of the agreement to June 30, 2013.

WHEREAS, on August 6, 2012, the Chief of the Health System approved a third amendment to the agreement adding substance abuse confidentiality language, with no change to the term of the agreement or the maximum obligation.

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the agreement a fourth time to increase the maximum obligation by \$1,107,540 to a new maximum of \$5,285,382 and extending the term of the agreement to December 31, 2013.

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 FIVE MILLION TWO HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS (\$5,285,382).

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through December 31, 2013.

This Agreement may be terminated by Contractor, the Chief of the Health System or his/her 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.

2. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.
3. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
4. All other terms and conditions of the Original Agreement 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 to this fourth amendment.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

OUR COMMON GROUND, INC.



Contractor's Signature

Date: 7/18/13

EXHIBIT A – SERVICES
OUR COMMON GROUND, INC.
2011 – 2014

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

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, incorporated by reference herein. Reimbursement is contingent upon client eligibility and compliance with referral and authorization procedures as outlined in the AOD Provider Handbook located at: <http://smchealth.org>.

A. Fixed Rate Services

1. Residential Treatment
2. Mental Health Services Act Co-Occurring
3. Achieve 180 Residential

B. Fee For Service

1. Drug Court and 11550 Funded Services
 - a. Outpatient Treatment Services
One (1) hour individual and/or group counseling session provided for Drug Court funded outpatient alcohol and drug treatment and recovery services.
 - b. Day Treatment Services
Day Treatment Services per individual for each visit day provided for Drug Court funded alcohol and drug day treatment and recovery services.
 - c. Drug Testing
The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan.
 - d. Aftercare Treatment Services
Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for Drug Court funded aftercare alcohol and drug treatment and recovery services.
 - e. Sober Living Environment Services (SLE)

SLE services are per individual for each day and shall not exceed thirty (30) days without prior written authorization from the referring team. Contractor shall require individual to be concurrently enrolled in outpatient or day treatment alcohol and drug treatment and recovery services, with a minimum of three sessions per week.

- f. Residential Treatment Services
Residential Treatment Services per day shall not exceed ninety (90) days unless prior authorization is given by referring team.

- g. Individual and Family Therapy
Ancillary counseling services refer to counseling services, not directly to substance abuse treatment. These services are necessary for the continuum of the individuals' success. Services shall include the following:
 - i. Ancillary counseling, including individual, group, and/or conjoint family counseling.
 - ii. The ancillary counseling services will be provided by Licensed Marriage Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), Psychologist, or other licensed clinical professional staff. Any counseling services provided by non-licensed staff shall be under the supervision of a licensed professional and meet the standards as required by the state licensing guidelines.
 - iii. Contractor shall have the appropriate infrastructure to provide services in County identified threshold languages, such as Spanish, Tagalog, Mandarin and Cantonese.
 - iv. Program participants' AOD Case Manager will monitor the progress of each participant referred to ancillary counseling services. The licensed clinical professional will provide frequent, regular updates regarding the participants' participation to the Case Manager.

2. Achieve 180 Re-Entry Services

- a. Outpatient Treatment Services
 - i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
 - ii. One half (1/2) hour individual counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.

3. Ryan White

- a. Outpatient Treatment Services

- b. Day Treatment Services
- c. Residential Treatment Services

4. Criminal Justice Realignment

Contractor shall provide authorized services to individuals meeting the Criminal Justice Realignment (CJR) eligibility criteria as determined by AB 109 and AB 117 and referred by the CJR program.

Substance use disorder (SUD) treatment shall be provided to eligible offenders based on treatment need with available funding resources. A full continuum of SUD treatment services are available to CJR clients based on assessed treatment need.

a. Outpatient Treatment Services

A minimum of one group counseling session, of one and one half (1½) hours per week will be provided to each approved and authorized CJR participant and funded as part of CJR outpatient alcohol and drug treatment and recovery services.

A minimum of one half (½) hour individual counseling session per individual provided within the approved treatment period for CJR funded outpatient alcohol and drug treatment and recovery services.

b. Intensive Outpatient Treatment Services

Intensive Outpatient services are per individual for each visit day provided for CJR funded alcohol and drug treatment and recovery services. Services must be provided a minimum of three hours per day, with a minimum of three visit days per week.

c. Residential Treatment Services

Bed days provided for CJR referred individuals for alcohol and drug treatment and recovery services, including food, shelter and other basic needs.

5. Medicaid Coverage Expansion (MCE) Health Coverage

Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. Substance use treatment modalities provided under the MCE program include:

- a. Outpatient Services
- b. Intensive Outpatient Services
- c. Residential Treatment Services

- d. Treatment Readiness/Pre-Treatment Services
- e. Recovery Management/Continuing Care Services

Detailed descriptions of specific treatment services for the modalities listed above are outlined in the AOD Provider Handbook, which is included by reference herein.

C. Fee For Service With Allocation

Reimbursement will be approved only for clients who referred through the formal Bay Area Service Network (BASN) referral process outlined in the AOD Provider Handbook.

1. Drug Medi-Cal

- a. Outpatient Drug Free (ODF) Treatment Services
Contractor will provide individual and group counseling sessions.
- b. Day Care Rehabilitative (DCR) Treatment Services
Contractor will provide face-to-face contact for a minimum of three (3) hours per day, three (3) days a week, for services provided under Drug Medi-Cal.

2. County Funded Room and Board for Adolescents

- a. Room and Board Services
In accordance with the AOD Provider Handbook, Contractor will provide adolescent services, and shall be in good standing with the County of San Mateo's Children and Youth System of Care (CYSOC).

D. Description of Unique Program Services

Contractor's treatment approach is described as a strength-based Modified Therapeutic Community Model which values relationships and views the client in light of their competencies rather than their deficiencies. Treatment plans are designed using SNAPs (skills, needs, aptitude, and preferences). Success is based upon individual progress (personal and program goals) not time in treatment and uses the Five Phases of treatment process to evaluate progress. All Phases involve family participation whenever possible while concentrating on academic and vocational pursuits.

Duration of Treatment:

Residential: Ninety (90) days to one (1) year (dependent upon client treatment needs)

Day Treatment: Ninety (90) to one hundred eighty (180) days (dependent upon client treatment needs)
Outpatient: Ninety (90) to one hundred eighty (180) days (dependent upon client treatment needs)

The following services will be provided to clients in residential treatment for both Adult and Adolescent Programs:

Weekly clinical services will include but are not limited to:

1. Individual therapy
2. Individual phase sheet counseling
3. Encounter group
4. Gender group
5. Gender specific trauma group
6. Process group
7. Caseload group
8. Peer group
9. Boundaries group
10. Anger management

Bi-Weekly clinical services will include but are not limited to:

1. Family therapy
2. Relapse prevention
3. NA/AA

Adolescent Program:

1. Day Care Rehabilitate (Drug Medi-Cal)
2. Outpatient Drug Free (Drug Medi-Cal)
3. Day Treatment
4. Outpatient Treatment
5. Room and Board Services

The Our Common Ground, Inc. (OCG) adolescent program serves youth ages thirteen (13) to seventeen (17) in need of AOD treatment services. OCG provides a wide array of medical services to assist children with disabilities. These include a Board Certified Child Psychiatrist/MD, medication monitoring, HIV/AIDS services, linkages with a local hospital, and regular medical and dental checkups. A registered nurse is on site to prepare, monitor, assist, and follow-up with client medication and medical needs. In addition, OCG has a Community Day School on site-in a collaborative arrangement with the Sequoia Union High School District. OCG provides therapeutic support to the students during the school day. Other services specific to the adolescent program include: Point system implemented to focus on what the client is doing right; leadership team (clients are nominated to this group by their peers and recommendations are made to a selection panel) group focuses on the development of leadership skills; Cinema Therapy and a modified version of Seeking Safety for adolescents. All clients receive individual and group therapy, and groups are between ten (10) to fifteen (15) participants.

Adult Program:

1. Residential
2. Outpatient
3. Day Treatment
4. Aftercare
5. Sober Living Environment Services

OCG adult treatment program aims at enabling program participants to successfully reintegrate into the community. During treatment, the client together with treatment counselor, will develop an inventory of needs such as mental health treatment, legal obligations, obtaining a driver's license, literacy classes or GED programs, identifying job interests, receiving job training, obtaining a job, arranging independent or semi-independent living, and complying with aftercare and parole/probation needs. Additionally, ancillary services provided include: legal support, HIV/AIDS, STD testing and education, health care, literacy assistance and supportive educational training, and job search. Specific to the adult program only, a weekly group session is held to assist clients with presentation skills - Critique Quotations skill building group.

II. PRIORITY POPULATIONS

Contract funds must be used to serve priority population clients. Specifically, contractor will give priority admission to:

- A. Populations required by Substance Abuse Prevention and Treatment (SAPT)

Block Grant;

- B. Clients with MCE health insurance coverage;
- C. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010;
- D. San Mateo County residents who are referred by BHRS;
- E. Referrals from other San Mateo County AOD providers, including BAART, Palm Avenue Detox, and First Chance Sobering Station referrals;
- F. Shelter referrals within San Mateo County.

III. ADMINISTRATIVE REQUIREMENTS

A. System-Wide Improvements

The County has identified a number of issues which require a collaborative and comprehensive approach in order to enhance the system-wide effectiveness and efficiency. Contractor will implement the following:

1. Standards of Care

The County has identified specific Standards of Care (SOC) for treatment services, which incorporate scientific research, and clinical practice, which has been proven effective in the provision of services to clients receiving treatment services. SOC are guidelines for providing comprehensive, client centered, culturally competent screening, assessment and treatment for clients with substance abuse and/or substance dependence/addiction or co-occurring disorders.

Contractor will work towards full compliance with the SOC, specifically:

- a. Contractor will continue to develop and implement the activities and achieve the objectives described in the approved San Mateo County AOD SOC implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. Continuous Quality Improvement

To enhance the quality and efficiency of services, Contractor will have an

established Continuous Quality Improvement (CQI) program. CQI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan. Contractor has established a mechanism whereby contractors will identify processes and practices at the organizational level which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment.

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement, quality review and quality utilization.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.
- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.
- e. Contractors receiving Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

3. Co-occurring/Complex Disorders

Contractor will work to improve treatment outcomes for co-occurring/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.
- b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work Plan, or it may be a separate process.
- c. Contractor shall report quarterly to the assigned AOD Analyst on the progress and outcomes of the COD work plan.
- d. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

4. AVATAR Electronic Health Record

Contractor will work collaboratively with BHRS in the implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the AOD Provider Handbook, including additions and revision, which are incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements through June 30, 2013.
- d. Contractor shall enter client service data into Avatar for service being provided under County contract that includes: date of service, service type, service units and service duration.
- e. Contractor shall enter client wait list data into Avatar. This information will be used to determine unmet treatment needs and wait times to enter treatment.

B. Qualified Service Organization

As a qualified service organization, BHRS agrees to provide the following services:

1. Centralized screening, assessment, and treatment referrals;
2. Billing supports and services;
3. Data gathering and submission in compliance with Federal, State, and Local requirements;
4. Policies and procedures related to the service provision, documentation, and billing;
5. Quality Management, problem resolution, and utilization review; and
6. Education, training and technical assistance as needed.

In addition, BHRS:

1. Acknowledges that in receiving, storing, processing, or otherwise using any information from the alcohol/drug program about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;

2. Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

C. Building Capacity

The County seeks to build capacity and increase access to treatment services for San Mateo County residents. Contractor will work with BHRS to maximize the revenues and increase access to care in the following ways:

1. MCE

Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Provider Handbook and the BHRS Policies & Documentation Handbook located at: <http://www.smchealth.org>.

2. Other Revenue Enhancement

Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to other Medi-Cal funded services or other new revenue opportunities.

D. MCE Program Requirements

1. Contractor shall screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;
2. Contractor shall facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
3. Contractor shall not charge clients with MCE eligibility for substance use treatment services;
4. Contractor shall request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
5. Contractor shall document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;

6. Contractor shall track and report on services and submit invoices for client MCE services provided following required policies and procedures;
7. Contractor shall correct and resubmit disallowed claims, as requested;
8. Contractor shall ensure that personnel delivering direct services to clients will have the appropriate professional license and/or certification as outlined in the AOD Provider Handbook.

E. County-Owned Facility Use Requirements

Terms and conditions apply as specified in Schedule C attached hereto.

F. 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

1. 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:
 - a. Implementation of policies and practices that are related to promoting diversity and cultural competence;
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues; (such as a cultural competence committee)
 - c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation;
 - d. 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);
 - e. 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.

2. 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.
3. 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.
4. 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.
5. Technical Assistance

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

G. 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:

1. 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.

2. Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (DHCS) 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

H. Advance Directives

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

I. Administering Satisfaction Surveys

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

J. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

K. Retention of Records

Paragraph 13 ("Retention of Records") of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary records (including 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.

- L. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director of Youth Services, Adult and Older Adult Services, or the Manager of AOD Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

- M. Fingerprint Compliance

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 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.

- N. Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual which is located online at: <http://smchealth.org/SOCMHContractors>. Documentation for AOD services shall be in compliance with the AOD Provider Handbook.

Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

- O. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

- P. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of

operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

Q. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical staff (or obtain a waiver). All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form and submitted to the BHRS Quality Management team. Thereafter, on a yearly basis, Contractor is responsible to conduct a re-credentialing check verifying the NPI number, and ensure that qualification standards have been met and all applicable licenses are current.

Contractor shall inform County, in a timely fashion, when staff have been terminated. BHRS requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

R. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

S. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS 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.

**EXHIBIT B – PAYMENTS AND RATES
OUR COMMON GROUND, INC.
2011 – 2014**

In full consideration of the services provided by Contractor in Exhibit “A”, County shall pay Contractor as follows:

I. PAYMENTS

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. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook.

A. Fixed Rate Payments

For the term July 1, 2011 through September 30, 2011, Contractor shall be paid three (3) monthly payments of FOURTY-FIVE THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS (\$45,718). For the period October 1, 2011 through June 30, 2012, Contractor shall be paid nine (9) monthly payments of FOURTY-NINE THOUSAND SIX HUNDRED FOUR DOLLARS (\$49,604).

July 1, 2011 – June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service	# clients to be served	Slots
NRC Adult Residential	\$273,551	\$22,796	\$76.00	3,599	20	10
MCE County Match	\$192,536	\$16,045				
MHSA Co-Occurring Disorders	\$17,355	\$1,446	\$27.81	624	15	3
A-180 Re-Entry (July 1, 2011 – September 30, 2011)	\$16,293	\$5,431	\$80	90	1	2
A-180 Re-Entry (October 1, 2011 – June 30, 2012)	\$83,850	\$9,317	\$80	1048	12	4
TOTAL	\$583,585					

For the term July 1, 2012 through June 30, 2013, Contractor shall be paid twelve (12) monthly payments of FOURTY-NINE THOUSAND SIX HUNDRED FOUR DOLLARS (\$49,604).

July 1, 2012 – June 30, 2013

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service	# clients to be served	Slots
NRC Adult Residential	\$273,551	\$22,796	\$76.00	3,599	20	10
MCE County Match	\$192,536	\$16,045				
MHSA Co-Occurring Disorders	\$17,355	\$1,446	\$27.81	624	15	3
A-180 Re-Entry Grant	\$111,800	\$9,317	\$80	1048	12	4
TOTAL	\$595,242	49,604				

For the term July 1, 2013 through December 31, 2013, Contractor shall be paid six (6) monthly payments of FOURTY-NINE THOUSAND SIX HUNDRED FOUR DOLLARS (\$49,604).

July 1, 2013 – December 31, 2013

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service	# clients to be served	Slots
NRC Adult Residential	\$136,775	\$22,796	\$76.00	3,599	20	10
MCE County Match	\$96,268	\$16,045				
MHSA Co-Occurring Disorders	\$8,677	\$1,446	\$27.81	624	15	3
A-180 Re-Entry Grant	\$55,900	\$9,317	\$80	1048	12	4
TOTAL	\$297,621	49,604				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION FOUR HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED FOURTY-EIGHT DOLLARS (\$1,476,448).

B. MCE Match and FFP

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement fifty percent (50%) is the current published Federal Financial Participation (FFP) percentage. Rates for FY 2012-13 shall be established subsequent to the Agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the Agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.5 shall be funded by County match fifty percent (50%) and FFP fifty percent (50%). The fifty percent (50%) County match is included in the fixed rate payments. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor.

The FFP maximum for the term July 1, 2011 through June 30, 2012, shall not exceed ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS (\$192,536).

July 1, 2011 – June 30, 2012

Service	Unit Rate
County Funded Match	\$192,536
Federal financial Participation (FFP)	\$192,536
TOTAL MCE SERVICE FUNDING	\$385,072

The FFP maximum for the term July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS (\$192,536).

July 1, 2012 – June 30, 2013

Service	Unit Rate
County Funded Match	\$192,536
Federal financial Participation (FFP)	\$192,536
TOTAL MCE SERVICE FUNDING	\$385,072

The FFP maximum for the term July 1, 2013 through December 31, 2013, shall not exceed ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS (\$192,536).

July 1, 2013 – December 31, 2013

Service	Unit Rate
County Funded Match	\$96,268
Federal financial Participation (FFP)	\$96,268
TOTAL MCE SERVICE FUNDING	\$192,536

The maximum payment for MCE services, including both the County match and the FFP, shall not exceed NINE HUNDRED SIXTY-TWO THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$962,680).

3. MCE Reporting and Reconciliation

Contractor will provide quarterly reports using County approved service reporting form(s) completed by Contractor or by using County provided service reporting form(s). The reports shall include the following:

1. Total units of service
2. Services delivered

Contractor shall submit to County a year-end billing report no later than ninety (90) days (September 30th) after the end of each fiscal year (June 30th). This report will include a final determination of eligibility for MCE services and will be the basis for an annual reconciliation.

If the final reconciliation shows that an MCE payment was made for services for which eligibility was not in place, Contractor shall reimburse County the FFP portion of the MCE payment(s).

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor up to the difference of what was already paid for services and would be due at MCE rates. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Provider Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment of MCE match. In the event that Contractor exceeds billing target, the County may, at its option, amend the Agreement to increase the amount of MCE match in order to maximize FFP payments.

5. MCE Disallowances

County and Contractor agree that in the event that any MCE services provided by Contractor are disallowed for MCE reimbursement due to: 1) Contractor's failure to provide documentation adequate to support Contractor's services per the AOD Provider Handbook and the BHRS Documentation Manual; 2) Client being ineligible for MCE reimbursement; and/or 3) Contractor's failure to obtain prior authorization for MCE services from the BHRS Access Call Center; then subsequent MCE FFP payments shall be reduced by the amount of the FFP paid

for disallowed services, or Contractor shall reimburse the County.

Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County.

C. Variable Rate/Fee for Service

For the term July 1, 2011 through June 30, 2012, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed EIGHT HUNDRED NINE THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$809,678).

July 1, 2011 – June 30, 2012

Funding Source	Service	Unit Rate
Drug Court/Cal-EMA Funded Services	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$ 90.00 Per Bed Day
	SLE	\$ 22.00 Per Bed Day
	Aftercare	\$ 40.00 Per Staff Hour
	Drug Test	\$ 30.00 Per Screen
Ryan White Funded Services	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$ 90.00 Per Bed Day
Achieve180	Individual / Group Session	\$ 50.00 Per Staff Hour

For the term July 1, 2012 through June 30, 2013, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed SIX HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$675,388).

July 1, 2012 – June 30, 2013

Funding Source	Service	Unit Rate
Drug Court/Cal-EMA Funded Services	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$ 90.00 Per Bed Day
	SLE	\$ 22.00 Per Bed Day
	Aftercare	\$ 40.00 Per Staff Hour
	Drug Test	\$ 30.00 Per Screen
Ryan White Funded Services	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$ 90.00 Per Bed Day
Achieve180	Individual / Group Session	\$ 50.00 Per Staff Hour

For the term July 1, 2013 through December 31, 2013, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the

same or similar services shall not exceed TWO HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED THIRTEEN DOLLARS (\$234,313).

July 1, 2013 – December 31, 2013

Funding Source	Service	Unit Rate
Drug Court and 11550 Funded Services	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$ 90.00 Per Bed Day
	SLE	\$ 22.00 Per Bed Day
	Aftercare	\$ 40.00 Per Staff Hour
	Drug Test	\$ 30.00 Per Screen
	Individual and Family Therapy	\$ 2.61 Per Minute
Ryan White Funded Services	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$ 90.00 Per Bed Day
Achieve180	Individual / Group Session	\$ 50.00 Per Staff Hour

1. Criminal Justice Realignment (CJR)

a. CJR Clients with MCE Coverage

For all CJR clients who are also MCE beneficiaries, payment for services shall be through the MCE benefit. Designated CJR funding shall provide the required local match to draw down FFP funding. Reimbursement for services will be on a fee for service basis.

Rates for CJR clients with MCE coverage are described in paragraph I.B.1 of this Exhibit B.

b. CJR Clients without MCE Coverage

For individuals referred by the CJR who are non-MCE beneficiaries, reimbursement for services shall be on a fee for services. These services shall be reimbursed in full through designated CJR funds.

Rates for clients who are not eligible for MCE coverage are established in paragraph I.C. of this Exhibit B.

c. CJR Maximum

The maximum payment for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregated amount of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) for the term July 1, 2011 through June 30, 2012.

The maximum payment for CJR services, including both the County match and

the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregated amount of TWO HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS (\$278,877) for the term July 1, 2012 through June 30, 2013.

The maximum payment for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregated amount of ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$139,438) for the term July 1, 2013 through December 31, 2013.

The maximum payment for alcohol and drug treatment services and criminal justice realignment shall not exceed an aggregate amount of TWO MILLION THREE HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS (\$2,377,694).

D. Fee for Service With Allocation

These services shall be provided on a fee-for-service basis. Contractor may access Minor Consent Medi-Cal funding through billing Drug Medi-Cal Outpatient Drug Free Services for adolescent alcohol and drug treatment services, as a means to supplement funding.

For the term July 1, 2011 through June 30, 2012, the maximum amount County shall pay Contractor for services provided shall not exceed THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$355,000).

July 1, 2011 – June 30, 2012

Funding Source	Service	Unit Rate
Drug Medical	DCR Treatment	Approved State Rate
	ODF Treatment	Approved State Rate
		Approved State Rate
County	Room and Board	\$260 Per Individual

For the term July 1, 2012 through June 30, 2013, the maximum amount County shall pay Contractor for services provided shall not exceed FOUR HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED DOLLARS (\$417,400).

July 1, 2012 – June 30, 2013

Funding Source	Service	Unit Rate
Drug Medical	DCR Treatment	Approved State Rate
	ODF Treatment	Approved State Rate
		Approved State Rate
County	Room and Board	\$260 Per Individual
	Adolescent Residential	\$260 Per Bed Day

For the term July 1, 2013 through December 31, 2013, the maximum amount County shall pay Contractor for services provided shall not exceed ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$177,500).

July 1, 2013 – December 31, 2013

Funding Source	Service	Unit Rate
Drug Medical	DCR Treatment	Approved State Rate
	ODF Treatment	Approved State Rate
		Approved State Rate
County	Room and Board	\$260 Per Individual

The maximum amount County shall pay Contractor for services provided shall not exceed NINE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$949,900) for the term of the Agreement.

E. Required Fiscal Documentation

- 1 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.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.

F. County-Owned Facility Use Requirements

Contractor shall pay a base amount of TWO THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND FIFTY-NINE CENTS (\$2,834.59) per month, for twenty-four (24) months (July 1, 2011 through June 30, 2013), and THREE THOUSAND THREE HUNDRED SIXTY DOLLARS AND TWENTY-FIVE CENTS (\$3,360.25) per month, for six (6) month (July 1, 2013 through December 31, 2013) for use of the premises as described in Exhibit A., Section I., D., County-Owned Facility Use Requirements. Said charges shall be automatically deducted from Contractor's monthly payments provided under Exhibit B, Section I. A. Fixed Rate Payments. This base shall be adjusted annually to reflect the proposed maintenance and operating costs of the premises to County.

Fiscal Year	Annual Authorized Operating Lease Agreement	Monthly Amount
FY 2011-12 and FY 2012-13	\$34,015	\$2,834.59
FY 2013-14	\$40,323	\$3,360.25

G. Contract Maximum

In any event, the aggregate maximum amount County shall be obligated to pay for

services rendered under this Agreement shall not exceed FIVE MILLION TWO HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS (\$5,285,382).

H. 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.

- I. 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.

J. Monthly Invoices and Reports

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 one hundred eighty (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 and reports are to be sent to:

County of San Mateo
Behavioral Health and Recovery Services
BHRS – AOD Program Analyst
310 Harbor Blvd., Bldg. E
Belmont, CA 94002

K. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the County Documentation Manual (as defined in Paragraph I.A of Exhibit A). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of BHRS of the Health System.

- L. 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

M. Early Termination

In the event this Agreement is terminated prior to December 31, 2013, 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.

N. 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.

O. Claims/Invoice Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. 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 _____”

**SCHEDULE C
OF THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
OUR COMMON GROUND, INC.**

LICENSE FOR USE OF REAL PROPERTY

BETWEEN

COUNTY OF SAN MATEO

AND

OUR COMMON GROUND, INC.

GRANTING A REVOCABLE LICENSE FOR THE USE OF

**2560 PULGAS AVENUE
EAST PALO ALTO, CALIFORNIA**

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EXHIBIT 1 - PREMISES

SCHEDULE C

**REVOCABLE LICENSE TO ENTER AND USE REAL PROPERTY
BY AND BETWEEN
THE COUNTY OF SAN MATEO
AND
OUR COMMON GROUND, INC.**

THIS REVOCABLE LICENSE TO ENTER AND USE REAL PROPERTY (this "License"), dated for reference purposes only as of July 1, 2010 is between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Licensor"), and OUR COMMON GROUND, INC., a California corporation ("Licensee" or "Contractor")

RECITALS

This agreement is made with reference to the following facts:

- a. County and Contractor are parties to that certain agreement for professional services to which this License is attached as Schedule C, and which is titled *Agreement Between the County of San Mateo and Our Common Ground, Inc.* and dated December 4, 2007, (the "Agreement"). This License is incorporated as part of the Agreement, and sets forth the rights and obligations of the parties in relation to the use of certain real property, which use is necessary in performance of the Agreement.
- b. Licensee's use and occupancy of the Premises as set forth in Section 5, hereof, shall be on the terms and conditions set forth herein.

AGREEMENT

Therefore, for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the County grants to Licensee and Licensee accepts from the County the revocable rights set forth in this License.

1. Basic License Information

The following is a summary of Basic License information (the "Basic License Information"). Each item below shall be deemed to incorporate all of the terms in this License pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this License, the more specific provision shall control.

License Reference Date:	July 1, 2010
Licensor:	COUNTY OF SAN MATEO
Licensee:	OUR COMMON GROUND, INC.
Building (Section 2.1):	That certain single story building commonly known as 2560 Pulgas Avenue, East Palo Alto, California (the "Building")
Premises (Section 2.1):	All of that certain San Mateo Assessor's Parcel 063-121-190, together with the improvements thereon (the "Premises").
Term (Section 3.1):	Commencement date:

Expiration date:	Upon termination of the Agreement or as otherwise set forth herein.
Base Fee (Section 4.1):	Consideration for the Use of the Premises under this License is included in the terms of the Agreement. Additional Charges and other amounts due from Licensee shall be referred to herein as Fee.
Use (Section 5.1):	Licensee shall use the Premises solely for the purpose of providing professional services as set forth in the Agreement, and for no other purpose without the expressed written consent of Licensor.
Licensee Improvements: (Section 7.1)	None
Utilities and Services (Section 10.1):	Provided by the Licensee at its sole cost and expense.
Security	Licensee shall be solely responsible for the security of the Premises.
Notice Address of County (Section 27.1):	Fax No.: (650) 363-4832 Email: chollender@co.sanmateo.ca.us County of San Mateo Attn: Peggy Jensen Deputy County Manager 400 County Center Redwood City, California 94063
Key Contact for County:	Clara Boyden, Alcohol and Other Drugs Services Administrator
Telephone No.:	(650) 802-5101
Notice Address for Licensee (Section 26.1):	Orville Roache Our Common Ground, Inc. 631 Woodside Road Redwood City, CA 94061 Fax No.: (650) 364-7987
Key Contact for Licensee:	Orville L. Roache
Telephone No.:	650-364-7988
Email Address:	orville@ocgworks.org
Brokers (Section 26.8):	None

2. PREMISES; AS IS CONDITION

2.1. License Premises. County confers to Licensee a revocable, personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use the Premises identified in the Basic License Information and shown on Exhibit 1, for the limited purpose and subject to the terms, conditions and restrictions set forth below. This License gives Licensee a license only, revocable at any time at the will of County, and notwithstanding anything to the contrary herein, this License does not constitute a grant by County of any ownership, leasehold, easement or other property interest or estate whatsoever in the Premises, or any portion thereof. The Premises, including the land upon which the Building is located and all other improvements on and appurtenances to such land are referred to collectively as the "Property."

2.2. As Is Condition. LICENSEE ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE BEING LICENSED AND ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY AND POSSESSION. LICENSEE REPRESENTS AND WARRANTS TO COUNTY THAT LICENSEE HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF LICENSEE'S OWN CHOOSING, THE CONDITION OF THE PREMISES AND THE SUITABILITY OF THE PREMISES FOR LICENSEE'S INTENDED USE. LICENSEE HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE PREMISES ARE SUITABLE FOR LICENSEE'S BUSINESS AND INTENDED USE.

3. TERM

3.1 License Term. The privilege given to Licensee pursuant to this License is temporary only and for a term (the "Term") that shall commence on the date of commencement of the Agreement (the "Commencement Date"), or such earlier date upon which County delivers and Licensee accepts possession of the Premises or any portion of the Premises, and shall expire on the termination of the Agreement unless earlier terminated under this License. Without limiting any of its rights hereunder, County may at its sole option freely revoke this License at any time, without cause and without any obligation to pay any consideration to Licensee. County shall deliver the Premises to Licensee on the Commencement Date in their then existing as-is condition as further provided above, with no alterations being made by County.

3.2 Confirmation of Commencement Date. The dates on which the Term commences and terminates pursuant hereto are referred to respectively as the "Commencement Date" and the "Expiration Date."

4. FEE

4.1 Fee. This License is granted in consideration of the services provided under the Agreement. Throughout the Term beginning on the Commencement Date, Licensee shall pay all financial obligations set forth in this License ("Additional Charges") as such obligations become due. As used in this License, the term "Fee" shall include the Additional Charges and any other amounts Licensee is obligated to pay hereunder, whether or not any such amounts are specifically characterized as a fee.

4.2 Default Interest. Any Fee due to Licensor, if not paid within five (5) days following the due date, shall bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under law. However, interest shall not be payable on late charges incurred by Licensee nor on any amounts on which late charges are paid by Licensee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Licensee.

5. USE

5.1 Permitted Use. Licensee shall use and continuously occupy the Premises during the Term solely for the purposes set forth in the Agreement as necessary to meet its obligations under the Agreement and for no other purpose.

5.2 No Unlawful Uses, Nuisances or Waste. Without limiting the foregoing, Licensee shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Premises. Licensee shall take all precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises. Licensee shall not conduct any business, place any sales display, or advertise in any manner in areas outside the Premises or on or about the Property.

6. NOT USED

7. ALTERATIONS

7.1 Licensee's Alterations. Licensee shall not make or permit any alterations to the Premises or to the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, communications systems of the Premises ("Building Systems"), and shall not make or permit any alterations, installations, additions or improvements, structural or otherwise (collectively, "Alterations"), in, on or about the Premises, without County's prior written consent in each instance. All Alterations shall be done in accordance with plans and specifications approved by County, only by duly licensed and bonded contractors or mechanics approved by County, and subject to any conditions that County may reasonably impose.

7.2 Title to Improvements. Except for Licensee's Personal Property (as described in the next section), or as may be specifically provided to the contrary in approved Plans, all appurtenances, fixtures, improvements, equipment, additions, and other property attached or affixed to or installed in the Premises at the Commencement Date or during the Term, including, without limitation, any Alterations shall, at County's sole discretion, remain County's property or be removed at the termination of this License. Licensee may not remove any such property at any time during or after the Term unless County so requests as further provided in Section 24 [Surrender of Premises], below.

7.3 Licensee's Personal Property. All furniture, trade fixtures, office equipment and articles of movable personal property installed in the Premises by or for the account of Licensee, without expense to County, and that can be removed without structural or other damage to the Premises (collectively, "Licensee's Personal Property") shall be and remain Licensee's property. Licensee may remove its Personal Property at any time during the Term, subject to the provisions of Section 24 [Surrender of Premises], below. Licensee shall pay any taxes or other impositions levied or assessed upon Licensee's Personal Property, at least ten (10) days prior to delinquency, and shall deliver satisfactory evidence of such payment to County upon request.

7.4 County's Personal Property. Licensee may use County's personal property itemized in Schedule H to the Agreement in connection with providing services under the Agreement. Licensee shall be responsible for the maintenance, repair, and replacement of said personal property. Upon termination or expiration of this License, Licensee shall return to County said personal property in good condition, reasonable wear and tear excepted.

7.5 County's Alterations of the Building and Building Systems. County reserves the right at any time to make alterations, additions, repairs, deletions or improvements to the common areas or any other part of the Building or the Building Systems, provided that any such alterations or additions shall not materially adversely affect the functional utilization of the Premises for the Permitted Use set forth in Section 4.1 [Permitted Use].

8. REPAIRS AND MAINTENANCE

8.1 County's Repairs. Except for damage arising from the willful or negligent act of Licensee, County shall, at its cost, repair and maintain the structural portions of the Premises, including the Building Systems and the common areas; provided, however, Licensee shall reimburse County for any damage, excluding normal wear and tear, caused by any act or omission of Licensee, its Agents or Invitees (as such terms are defined in Section 26.5 [Parties and their Agents], below). For the purpose of making any such repairs, County may use structures in the Premises where reasonably required by the character of the work to be performed, provided that such work shall not block the main entrance to the Parking Lot or Building nor unreasonably interfere with Licensee's business. Licensee waives any claim for damages for any injury or inconvenience to or interference with Licensee's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned thereby. County will maintain the Building in a manner that will minimize breakdowns and loss of use of the Premises by Licensee as a result of deferred or inadequate maintenance. The County specifically agrees, during the Term of this License, to provide the following repairs, maintenance and services:

- (a) plant maintenance and operations;
- (b) carpentry, plumbing, and electrical services;
- (c) maintenance of boilers, radiators, sump pumps, domestic water tanks, hot water tanks, heating and cooling, locks, and all related building systems and equipment;
- (d) maintenance of parking lot and exterior grounds;
- (e) maintenance of storm drains, culverts and sanitary sewers;
- (f) maintenance of fire and smoke detection systems;
- (g) maintenance of window frames and walls (excluding glass and doors), roof, gutters and downspouts;
- (h) painting of interior and exterior portions of the Premises, as such is determined by the County to be necessary, provided that touch-ups and phasing of such work shall be at the sole election of the County.
- (i) Licensee shall report in writing in a timely manner to the Director of the Alcohol and Other Drugs Division, with a copy to the Director of Public Works, any need for repair and maintenance services called for herein, and failure to do so will relieve the County of any liability for failure to make such repairs or provide such maintenance services. Decisions regarding the scheduling of maintenance, repair and replacement as set forth herein shall otherwise be at the sole discretion of the Director of Public Works.

8.2 Licensee's Repairs. Except as provided hereinabove, Licensee shall, at its cost, maintain the Premises in good repair and working order and in a clean, secure, safe and sanitary condition. Licensee shall maintain, without limitation, all of County's personal property, signs, plate glass, windows, floors, built-in furniture, fixtures, equipment and furnishings as part of the Premises, and shall at all times maintain Licensee's personal property in the Premises in good condition and repair. Licensee shall promptly make all required repairs and replacements: (a) at its sole expense, (b) through the County per the terms of the Agreement or by licensed contractors or qualified mechanics approved by County, (c) so that the same shall be at least equal in quality, value and utility to the original work or installation, (d) in a manner and using equipment and materials that will not interfere with or impair the operations, use or occupation of the Premises or the Building Systems, and (e) in accordance with all applicable laws, rules and regulations. Licensee hereby waives all rights to make repairs at County's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute or ordinance now or hereafter in effect.

9. LIENS AND ENCUMBRANCES

9.1 Liens. Licensee shall keep the Premises and the rest of the Property free from any liens arising out of any work performed, material furnished or obligations incurred by or for Licensee. In the event Licensee does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, County shall have, in addition to all other remedies, the right, but not the obligation, to cause the lien to be released by such means as it shall

deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by County and all expenses incurred by it in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to County by Licensee upon demand. County shall have the right to post on the Premises any notices that County may deem proper for the protection of County, the Premises, and the Building, from mechanics' and materialmen's liens. Licensee shall give to County at least fifteen (15) days' prior written notice of commencement of any repair or construction on the Premises.

9.2 Encumbrances. Licensee shall not create, permit or suffer any liens or encumbrances affecting any portion of the Premises, the Property or County's interest therein or under this License.

10. UTILITIES AND SERVICES

10.1 Utilities and Services. Licensee shall, at its cost, make arrangements for service and provide all utilities and services to the Building including, without limitation, gas, electricity, water, sewer, telephone service, janitorial service, pest control, trash collection, and all connection charges. If the County allows the use of any part of the Building by an occupant other than Licensee, County and Licensee shall agree on an equitable reimbursement to Licensee of the cost of such Utilities and Services. Such reimbursement shall be computed based on the ratio of the floor area of the Building occupied by others as compared to the total floor area of the Building.

10.2 Mandatory or Voluntary Restrictions. In the event any law, ordinance, code or governmental or regulatory guideline imposes mandatory or voluntary controls on County or the Property or any part thereof, relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions, or the provision of any other utility or service provided with respect to this License, or in the event County is required or elects to make alterations to any part of the Premises in order to comply with such mandatory or voluntary controls or guidelines, such compliance and the making of such alterations shall in no event entitle Licensee to any damages, relieve Licensee of the obligation to pay the Additional Charges reserved hereunder or to perform each of its other covenants hereunder or constitute or be construed as a constructive or other eviction of Licensee.

10.3 Floor Load. Without County's prior written consent, which County may give or refuse in its sole discretion, Licensee shall not place or install in the Premises any equipment that weighs in excess of the normal load-bearing capacity of the floors of the Building. If County consents to the placement or installation of any such machine or equipment in the Premises, County shall reinforce the floor of the Premises prior to the installation of such machine or equipment.

11. COMPLIANCE WITH LAWS AND RISK MANAGEMENT REQUIREMENTS

11.1 Compliance with Laws. Licensee shall promptly comply, at its sole expense, with all present or future laws, orders, regulations and requirements of all governmental authorities relating to the Premises or the use or occupancy thereof, whether in effect at the time of the execution of this License or adopted at any time thereafter and whether or not within the present contemplation of the parties. Licensee further understands and agrees that it is Licensee's obligation, at its sole cost, to cause the Premises and Licensee's uses thereof to be conducted in compliance with the Americans With Disabilities Act, 42 U.S.C.A. §§ 12101 et seq. Licensee shall not be required to make any structural Alterations in order to comply with such laws unless such Alterations shall be occasioned, in whole or in part, directly or indirectly, by the Licensee Improvements or any other Alterations, Licensee's use of the Premises, or any act or omission of Licensee, its Agents or Invitees. Any Alteration made by or on behalf of Licensee pursuant to the provisions of this Section shall comply with the provisions of Section 8.2, Licensee's Repairs, above.

11.2 Regulatory Approvals.

(a) Responsible Party. Licensee understands and agrees that Licensee's use of the Premises may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Licensee shall be solely responsible for obtaining any and all such regulatory approvals. Licensee shall not seek any regulatory approval without first obtaining the written consent of County hereunder. Licensee shall bear all costs associated with applying for and obtaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Licensee's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Licensee, and County shall have no liability, monetary or otherwise, for any such fines or penalties. Licensee shall Indemnify County and the other Indemnified Parties hereunder against all Losses arising in connection with Licensee's failure to obtain or comply with the terms and conditions of any regulatory approval.

(b) County Acting as Owner of Real Property. Licensee further understands and agrees that County is entering into this License in its capacity as a property owner, and not as a regulatory agency. Nothing in this License shall limit in any way Licensee's obligation to obtain any required approvals from County departments, boards or commissions having jurisdiction over the Premises. By entering into this License, County is in no way modifying or limiting Licensee's obligation to cause the Premises to be used and occupied in accordance with all applicable laws, as provided further above.

11.3 Compliance with County's Risk Management Requirements. Licensee shall not do anything, or permit anything to be done, in or about the Premises which would be prohibited by or increase the rates under a standard form fire insurance policy or subject County to potential premises liability. Licensee shall faithfully observe, at its expense, any and all requirements of County's Risk Manager with respect to Licensee's use and occupancy of the Premises, so long as such requirements do not unreasonably interfere with Licensee's use of the Premises.

11.4 Security. Licensee shall be solely responsible for the security of the Premises.

12. SUBORDINATION

This License is and shall be subordinate to any reciprocal easement agreement, ground lease, facilities lease or other underlying leases or licenses and the lien of any mortgage or deed of trust, that may now exist or hereafter be executed affecting the Property, or any part thereof, or County's interest therein. Notwithstanding the foregoing, County or the holder shall have the right to subordinate any such interests to this License. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Licensee shall attorn to the successor-in-interest to County, at the option of such successor-in-interest. The provisions of this Article shall be self-operative and no further instrument shall be required. Licensee agrees, however, to execute and deliver, upon demand by County and in the form requested by County, any additional documents evidencing the priority or subordination of this License.

13. INABILITY TO PERFORM

If County is unable to perform or is delayed in performing any of County's obligations under this License, by reason of acts of God, accidents, breakage, repairs, strikes, lockouts, other labor disputes, protests, riots, demonstrations, inability to obtain utilities or materials or by any other reason beyond County's reasonable control, no such inability or delay shall constitute an actual or constructive eviction, in whole or in part, or entitle Licensee to any abatement or diminution of fee or relieve Licensee from any of its obligations under this License, or impose any liability upon County or its Agents by reason of inconvenience, annoyance, interruption, injury or loss to or interference with Licensee's business or use and occupancy or quiet enjoyment of the Premises or any loss or damage occasioned thereby.

14. DAMAGE AND DESTRUCTION

14.1 Damage and Destruction. If the Premises or the Building is damaged by fire or other casualty County shall have no obligation to repair the Premises or Building, County shall use reasonable efforts to promptly notify Licensee whether or not such damage can be repaired. In no event shall County be required to repair any damage to Licensee's Personal Property or any interior or exterior finishes or fixtures such as paneling, decorations, railings, floor coverings, or any Licensee Alterations installed or made on the Premises by or at the expense of Licensee.

14.2 Licensee Waiver. County and Licensee intend that the provisions of this Section govern fully in the event of any damage or destruction and accordingly, County and Licensee each hereby waives the provisions of Section 1932, subdivision 2, and Section 1933, subdivision 4, of the Civil Code of California or under any similar law, statute or ordinance now or hereafter in effect.

15. EMINENT DOMAIN

15.1 Definitions.

(a) "Taking," means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under law. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

(b) "Date of Taking" means the earlier of (i) the date upon which title to the portion of the Property taken passes to and vests in the condemnor or (ii) the date on which Licensee is dispossessed.

(c) "Award" means all compensation, sums or anything of value paid, awarded or received for a Taking, whether pursuant to judgment, agreement, settlement or otherwise.

15.2 General. If during the Term or during the period between the execution of this License and the Commencement Date, there is any Taking of all or any part of the Premises or any interest in this License, the rights and obligations of Licensee shall be determined pursuant to this Section. County and Licensee intend that the provisions hereof govern fully Licensee's rights in the event of a Taking and accordingly, Licensee hereby waives any right to terminate this License in whole or in part under Sections 1265.120 and 1265.130 of the California Code of Civil Procedure or under any similar law now or hereafter in effect.

15.3 Total Taking; Automatic Termination. If there is a total Taking of the Premises, then this License shall terminate as of the Date of Taking.

15.4 Partial Taking; Election to Terminate.

(a) If there is a Taking of any portion (but less than all) of the Premises, then this License shall terminate in its entirety under either of the following circumstances: (i) if all of the following exist: (A) the partial Taking renders the remaining portion of the Premises unsuitable for continued use by Licensee, (B) the condition rendering the Premises unsuitable either is not curable or is curable but County is unwilling or unable to cure such condition, and (C) Licensee elects to terminate; or (ii) if County elects to terminate.

(b) If Licensee elects to terminate under the provisions of this Section 15 Licensee shall do so by giving the written notice to the County before or within thirty (30) days after the Date of Taking, and thereafter this License shall terminate upon receipt of such notice.

15.5 Fee; Award. Upon termination of this License pursuant to an election under Section 15.4 above, then: (i) Licensee's obligation to pay fee shall continue up until the date of termination, and thereafter shall cease, except that fee shall be reduced as provided in Section 15.6 below for any period

during which this License continues in effect after the Date of Taking, and (ii) County shall be entitled to the entire Award in connection therewith (including, but not limited to, any portion of the Award made for the value of Licensee's interest under this License), and Licensee shall have no claim against County for the value of any unexpired term of this License, provided that Licensee may make a separate claim for compensation, and Licensee shall receive any Award made specifically to Licensee, for Licensee's relocation expenses or the interruption of or damage to Licensee's business or damage to Licensee's Personal Property.

15.6 Partial Taking; Continuation of License. If there is a partial Taking of the Premises under circumstances where this License is not terminated in its entirety under Section 15.4 above, then this License shall terminate as to the portion of the Premises so taken, but shall remain in full force and effect as to the portion not taken, and the rights and obligations of the parties shall be as follows: (a) Base Fee shall be reduced by an amount that is in the same ratio to the Base Fee as the area of the Premises taken bears to the area of the Premises prior to the Date of Taking; provided, however, in no event shall the monthly Base Fee be reduced to less than seventy-five percent (75%) of the monthly Base Fee immediately prior to the Date of Taking, and (b) County shall be entitled to the entire Award in connection therewith (including, but not limited to, any portion of the Award made for the value of the Licensehold estate created by this License), and Licensee shall have no claim against County for the value of any unexpired term of this License, provided that Licensee may make a separate claim for compensation, and Licensee shall receive any Award made specifically to Licensee, for Licensee's relocation expenses or the interruption of or damage to Licensee's business or damage to Licensee's Personal Property.

15.7 Temporary Takings. Notwithstanding anything to contrary in this Section, if a Taking occurs with respect to all or any part of the Premises for a limited period of time not in excess of one hundred eighty (180) consecutive days, this License shall remain unaffected thereby, and Licensee shall continue to pay fee and to perform all of the terms, conditions and covenants of this License. In the event of such temporary Taking, Licensee shall be entitled to receive that portion of any Award representing compensation for the use or occupancy of the Premises during the Term up to the total fee owing by Licensee for the period of the Taking, and County shall be entitled to receive the balance of any Award.

16. ASSIGNMENT AND SUBLETTING

Restriction on Assignment and Subletting. Licensee shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Licensee), voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer (collectively, "Assignment") any part of its interest in or rights with respect to the Premises, or permit any portion of the Premises to be occupied by anyone other than itself, or sublet or license any portion of the Premises (collectively, "Subletting"), without County's prior written consent in each instance.

17. DEFAULT; REMEDIES

17.1 Events of Default. Any of the following shall constitute an event of default by Licensee hereunder:

(a) a failure to pay any Fee when due, and such failure continues for three (3) days after the date of written notice by County.

(b) a failure to comply with any other covenant, condition or representation made under this License and such failure continues for fifteen (15) days after the date of written notice by County, provided that if such default is not capable of cure within such 15-day period, Licensee shall have a reasonable period to complete such cure if Licensee promptly undertakes action to cure such default within such 15-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from County. County shall not be required to provide such notice more than twice in any twelve (12) month period and after the second notice in any calendar year, any subsequent failure by Licensee during such 12-month period shall constitute an event of default hereunder;

(c) a vacation or abandonment of the Premises for a continuous period in excess of five (5) business days; or

(d) an appointment of a receiver to take possession of all or substantially all of the assets of Licensee, or an assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

17.2 Remedies. Upon the occurrence of an event of default by Licensee, County shall have the right to terminate the Agreement in addition to all other rights and remedies available to County at law or in equity:

17.3 County's Right to Cure Licensee's Defaults. If Licensee defaults in the performance of any of its obligations under this License, then County may, at its sole option, remedy such default for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written or oral notice of County's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by County). Such action by County shall not be construed as a waiver of such default or any rights or remedies of County, and nothing herein shall imply any duty of County to do any act that Licensee is obligated to perform. Licensee shall pay to County upon demand, as additional fee, all costs, damages, expenses or liabilities incurred by County, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this License.

18. WAIVER OF CLAIMS; INDEMNIFICATION

18.1 Limitation on County's Liability; Waiver of Claims. County shall not be responsible for or liable to Licensee, and Licensee hereby assumes the risk of, and waives and releases County and its Agents from all Claims (as defined below) for, any injury, loss or damage to any person or property in or about the Premises by or from any cause whatsoever including, without limitation, (i) any act or omission of persons occupying adjoining premises or any part of the Building adjacent to or connected with the Premises which are not occupied by County, (ii) theft, (iii) explosion, fire, steam, oil, electricity, water, gas or rain, pollution or contamination, (iv) stopped, leaking or defective Building Systems, (v) Building defects, and (vi) any other acts, omissions or causes. Nothing herein shall relieve County from liability caused solely and directly by the gross negligence or willful misconduct of County or its Agents, but County shall not be liable under any circumstances for any consequential, incidental or punitive damages.

18.2 Licensee's Indemnity. Licensee, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless ("Indemnify") County including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, its Department of Human Services and Real Property Services Division and all of its respective Agents, and their respective heirs, legal representatives, successors and assigns (individually and collectively, the "Indemnified Parties"), and each of them, from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind (collectively, "Claims"), incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, including, without limitation, employees of

Licensee, or loss of or damage to property, howsoever or by whomsoever caused, occurring in or about the Property; (b) any default by Licensee in the observation or performance of any of the terms, covenants or conditions of this License to be observed or performed on Licensee's part, including without limitation the terms, covenants or conditions of the Contractor Services Agreement; (c) the use or occupancy or manner of use or occupancy of the Premises by Licensee, its Agents or Invitees or any person or entity claiming through or under any of them; (d) the condition of the Premises; (e) any construction or other work undertaken by Licensee on the Premises whether before or during the Term of this License; or (f) any acts, omissions or negligence of Licensee, its Agents or Invitees, in, on or about the Premises or the Property; all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this License and further except only such Claims as are caused exclusively by the willful misconduct or gross negligence of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and County's costs of investigating any Claim. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the County from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Licensee by County and continues at all times thereafter. Licensee's obligations under this Section shall survive the termination of the License.

19. INSURANCE

19.1 Licensee's Insurance. Licensee, at its sole cost, shall procure and keep in effect at all times during the Term insurance for the Premises in the form and amounts and under the terms and conditions specified in the Agreement and in compliance with County Risk Management guidelines.

19.2 Licensee's Personal Property. Licensee shall be responsible, at its expense, for separately insuring Licensee's Personal Property.

19.3 County's Self Insurance. Licensee acknowledges that County self-insures against casualty, property damage and public liability risks and agrees that County may at its sole election, but shall not be required to, carry any third party insurance with respect to the Building, the Premises or otherwise.

19.4 Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of insurance, County and Licensee each hereby waive any right of recovery against the other party and against any other party maintaining a policy of insurance covering the Building or the contents, or any portion thereof, for any loss or damage maintained by such other party with respect to the Building or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party. If any policy of insurance relating to the Premises carried by Licensee does not permit the foregoing waiver or if the coverage under any such policy would be invalidated due to such waiver, Licensee shall obtain, if possible, from the insurer under such policy a waiver of all rights of subrogation the insurer might have against County or any other party maintaining a policy of insurance covering the same loss, in connection with any claim, loss or damage covered by such policy.

20. ACCESS BY COUNTY

County reserves for itself and any of its designated Agents, the right to enter the Premises as follows: (i) on a regular basis without advance notice to supply any necessary or agreed-upon service to be provided by County hereunder; (ii) on an occasional basis, at all reasonable times after giving Licensee reasonable advance written or oral notice, to show the Premises to prospective Licensees or other interested parties, to post notices of non-responsibility, to conduct any environmental audit of Licensee's use of the Premises, to repair, alter or improve any part of the Building, Building Systems or the Premises, and for any other lawful purpose; and (iii) on an emergency basis without notice whenever

County believes that emergency access is required. County shall have the right to use any means that it deems proper to open doors in an emergency in order to obtain access to any part of the Premises, and any such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, the Premises, or an eviction, actual or constructive, of Licensee from the Premises or any portion thereof. Licensee shall not alter any lock or install any new or additional locking devices without the prior written consent of County. All locks installed in the Premises (excluding Licensee's vaults, safes or special security areas, if any, designated by Licensee in writing to County) shall be by keyed to the Building master key system, and County shall at all times have a key with which to unlock all such doors.

21. LICENSEE'S CERTIFICATES

Licensee, at any time and from time to time upon not less than ten (10) days' prior notice from County, shall execute and deliver to County or to any party designated by County a certificate stating: (a) that Licensee has accepted the Premises, (b) the Commencement Date and Expiration Date of this License, (c) that this License is unmodified and in full force and effect (or, if there have been modifications, that the License is in full force and effect as modified and stating the modifications), (d) whether or not there are then existing any defenses against the enforcement of any of Licensee's obligations hereunder (and if so, specifying the same), (e) whether or not there are any defaults then existing under this License (and if so specifying the same), (f) the dates, if any, to which the Base Fee and Additional Charges have been paid, and (g) any other information that may be required.

22. NOT USED

23. NOT USED

24. SURRENDER OF PREMISES

Upon the Expiration Date or other termination of the Term of this License, Licensee shall immediately peaceably quit and surrender to County the Premises together with all Alterations approved by County in good order and condition, except for normal wear and tear after Licensee's having made the last necessary repair required on its part under this License, and further except for any portion of the Premises condemned and any damage and destruction for which Licensee is not responsible hereunder. The Premises shall be surrendered free and clear of all liens and encumbrances other than liens and encumbrances existing as of the date of this License and any other encumbrances created by County. Immediately before the Expiration Date or other termination of this License, Licensee shall remove all of Licensee's Personal Property as provided in this License, and repair any damage resulting from the removal. Notwithstanding anything to the contrary in this License, County can elect at any time prior to the Expiration Date or within thirty (30) days after termination of this License, to require Licensee to remove, at Licensee's sole expense, all or part of the Alterations or other improvements or equipment constructed or installed by or at the expense of Licensee. Licensee shall promptly remove such items and shall repair, at its expense, any damage to the Premises or the Building resulting from such removal. Licensee's obligations under this Section shall survive the Expiration Date or other termination of this License. Any items of Licensee's Personal Property remaining in the Premises after the Expiration Date or sooner termination of this License may, at County's option, be deemed abandoned and disposed of in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by law.

25. HAZARDOUS MATERIALS

25.1 Definitions. As used herein, the following terms shall have the meanings set forth below:

(a) "Environmental Laws," "Hazardous Material," and "Investigate and Remediate" shall have the meanings provided in Section 11.1 of the Contractor Services Agreement.

(b) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping,

leaching, dumping, or disposing into or inside the Premises, or in, on, under or about any other part of the Property or into the environment.

25.2 No Hazardous Materials. Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Property or adjacent County-Owned Property, or transported to or from the Property, with the sole exception that Licensee may keep and use such substances in the Premises in such reasonably limited amounts as are customarily used for general office purposes (such as copy toner and other normal office and cleaning supplies) so long as such storage and use are in compliance with all applicable Environmental Laws at all times. Licensee shall immediately notify County if and when Licensee learns or has reason to believe a Release of Hazardous Material on or about the Premises or any other part of the Property has occurred that may require any Investigation or Remediation.

25.3 Licensee's Environmental Indemnity. If Licensee breaches any of its obligations contained in this Article, or, if any act or omission of Licensee, its Agents or Invitees, results in any Release of Hazardous Material in, on, under or about the Premises or any other part of the Property, then, without limiting Licensee's Indemnity contained in Section 18.2, Licensee shall, on behalf of itself and its successors and assigns, Indemnify the Indemnified Parties, and each of them, from and against all Claims (including, without limitation, damages for decrease in value of the Premises or the Property, the loss or restriction of the use of rentable or usable space or of any amenity of the Premises or the Property and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees and costs) arising during or after the Term of this License and relating to such Release. The foregoing Indemnity includes, without limitation, costs incurred in connection with activities undertaken to Investigate and Remediate Hazardous Material and to restore the Property to its prior condition, fines and penalties imposed by regulatory agencies, and any natural resource damages. Without limiting the foregoing, if Licensee or any of its Agents or Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or any other part of the Property or adjacent County-Owned Property, Licensee shall immediately and at no expense to County take any and all appropriate actions to return the Premises or the Property affected thereby to the condition existing prior to such Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. Licensee shall afford County a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

26. GENERAL PROVISIONS

26.1 Notices. Any notice given under this License shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, with postage prepaid, to: (a) Licensee (i) at Licensee's address set forth in the Basic License Information, if sent prior to Licensee's taking possession of the Premises, or (ii) at the Premises if sent on or subsequent to Licensee's taking possession of the Premises, or (iii) at any place where Licensee or any Agent of Licensee may be found if sent subsequent to Licensee's vacating, abandoning or surrendering the Premises; or (b) County at County's address set forth in the Basic License Information; or (c) to such other address as either County or Licensee may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telephone number set forth in the Basic License Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

26.2 No Implied Waiver. No failure by County to insist upon the strict performance of any obligation of Licensee under this License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial

Base Fee or Additional Charges during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of County, shall constitute a waiver of such breach or of County's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this License. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. Any consent by County hereunder shall not relieve Licensee of any obligation to secure the consent of County in any other or future instance under the terms of this License.

26.3 Amendments. Neither this License nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by both parties hereto.

26.4 Authority. If Licensee signs as a corporation or a partnership, each of the persons executing this License on behalf of Licensee does hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee has and is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon County's request, Licensee shall provide County with evidence reasonably satisfactory to County confirming the foregoing representations and warranties.

26.5 Parties and Their Agents; Approvals. The words "County" and "Licensee" as used herein shall include the plural as well as the singular. If there is more than one Licensee, the obligations and liabilities under this License imposed on Licensee shall be joint and several. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party, and the term "Invitees" when used with respect to Licensee shall include the clients, customers, invitees, guests, licensees, assignees or sublicensees of Licensee. All approvals, consents or other determinations permitted or required by County hereunder shall be made by or through County's Manager of Real Property Services unless otherwise provided in this License, subject to applicable law.

26.6 Interpretation of License. The captions preceding the articles and sections of this License and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this License. This License has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this License. Provisions in this License relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or County holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

26.7 Successors and Assigns. Subject to the provisions of this License relating to Assignment and Subletting, the terms, covenants and conditions contained in this License shall bind and inure to the benefit of County and Licensee and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any sale, assignment or transfer by County named herein (or by any subsequent Licensor) of its interest in the Building as owner or lessee, including any transfer by operation of law, County (or any subsequent Licensor) shall be relieved from all subsequent obligations and liabilities arising under this License subsequent to such sale, assignment or transfer.

26.8 Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the License

contemplated herein except as identified in the Basic License Information, whose commission, if any is due, shall be paid pursuant to a separate written agreement between such broker and the party through which such broker contracted. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall indemnify the other party from any and all Claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this License.

26.9 Severability. If any provision of this License or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law.

26.10 Governing Law. This License shall be construed and enforced in accordance with the laws of the State of California.

26.11 Entire Agreement. The Agreement together with this instrument, including the exhibits hereto, which are made a part of this License, contain the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend that this License shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this License. Licensee hereby acknowledges that neither County nor County's Agents have made any representations or warranties with respect to the Premises, the Building or this License except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Licensee by implication or otherwise unless expressly set forth herein.

26.12 Time of Essence. Time is of the essence with respect to all provisions of this License in which a definite time for performance is specified.

26.13 Cumulative Remedies. All rights and remedies of either party hereto set forth in this License shall be cumulative, except as may otherwise be provided herein.

26.14 Survival of Indemnities. Termination of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, nor shall it affect any provision of this License that expressly states it shall survive termination hereof.

26.15 Signs. Licensee agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Building or from the exterior of the Premises, without County's prior written consent, which County may withhold or grant in its sole discretion.

26.16 Relationship of the Parties. County is not, and none of the provisions in this License shall be deemed to render County, a partner in Licensee's business, or joint venturer or member in any joint enterprise with Licensee. Neither party shall act as the agent of the other party in any respect hereunder. This License is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

26.17 Taxes, Assessments, Licenses, Permit Fees and Liens. (a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. (b) Licensee agrees to pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Licensee's usage of the Premises that may be imposed upon Licensee by law, all of which shall be paid

when the same become due and payable and before delinquency. (c) Licensee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon without promptly discharging the same, provided that Licensee, if so desiring, may have reasonable opportunity to contest the validity of the same.

26.18 Non-Liability of County Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other Agent of County shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by County or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of County under this Agreement.

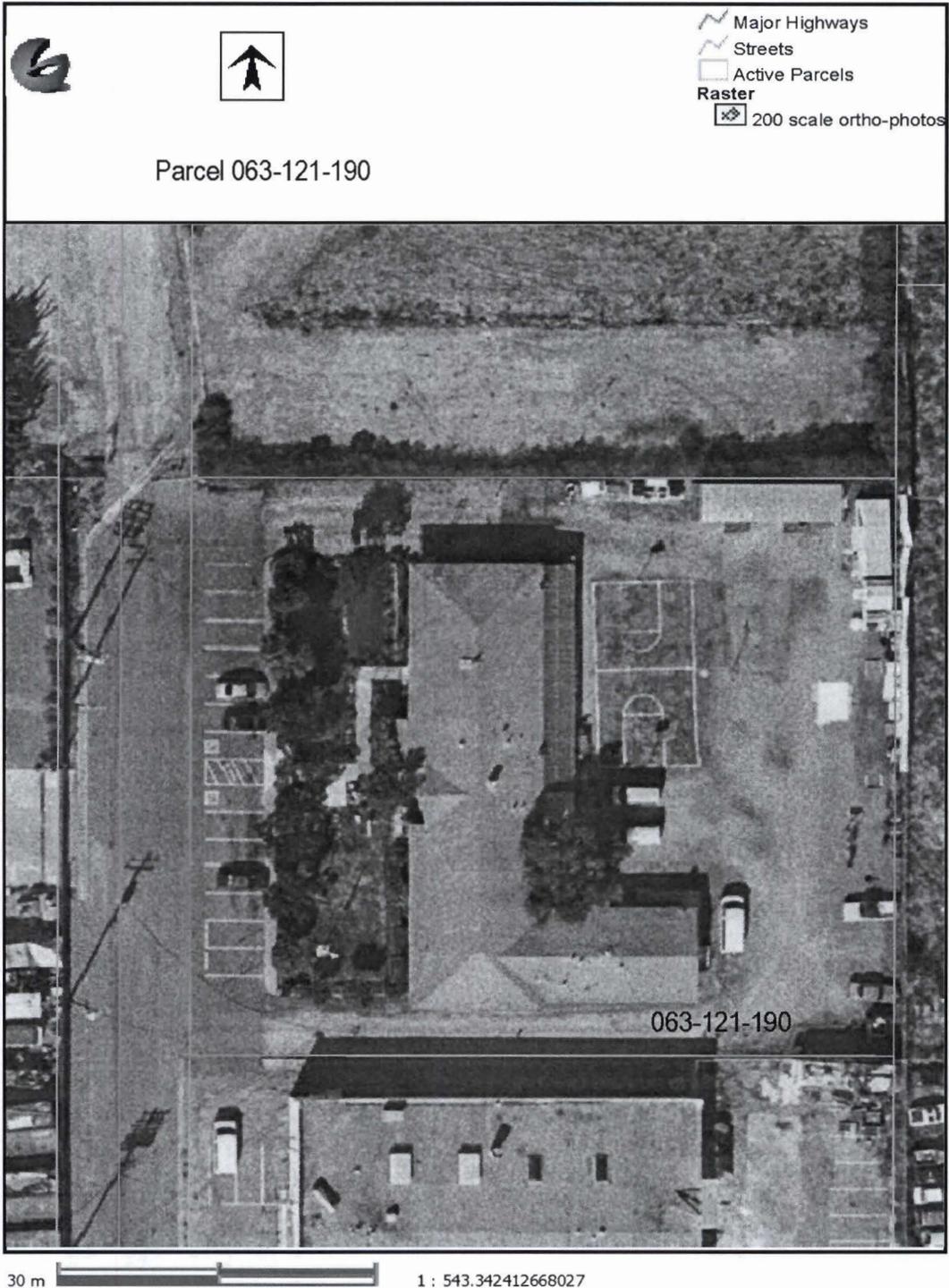
26.19 No Relocation Assistance; Waiver of Claims. Licensee acknowledges that it will not be a displaced person at the time this License is terminated or expires by its own terms, and Licensee fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims against, and covenants not to sue, County, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from County under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this License with respect to a Taking.

26.20 Amendments. Except as expressly amended as provided herein, the Agreement shall continue unmodified and remain in full force and effect. The Agreement as amended by this License constitutes the entire agreement between County and Contractor and may not be modified except by an instrument in writing signed by the party to be charged. In relation to issues effecting real property, in the event of any conflict between the terms of the Agreement and the terms of this License, the terms of this License shall control.

26.21 Further Instruments. The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this License.

26.22 Reasonableness and Good Faith. Except as limited elsewhere in this License, whenever this License requires County or Licensee to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld or delayed.

EXHIBIT 1 - PREMISES



http://gisrcapp.co.sanmateo.ca.us/ortho_map/commands/printadvanced/print_pr... 12/4/2009

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.

Orville L. Koscher

Name of 504 Person - Type or Print

Our Common Ground, Inc.

Name of Contractor(s) - Type or Print

631 Woodside Road

Street Address or P.O. Box

Redwood City, CA 94061

City, State, Zip Code

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

[Handwritten Signature]

Signature

Executive Director

Title of Authorized Official

7/18/13

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."