

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HEART AND SOUL, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HEART AND SOUL, 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 on December 9, 2014 for consumer-run peer-support services, and health and wellness services in the amount of \$347,631, for the term July 1, 2014 through June 30, 2015; and

WHEREAS, on April 25, 2015, our Chief of the Health System approved a first amendment to the agreement increasing the maximum obligation by \$25,000 to a new maximum of \$372,631, with no change to the term of the agreement.

WHEREAS, the parties wish to amend the Agreement for trainings and program improvements, increasing the maximum obligation by \$44,412 to a new maximum of \$417,043, with no change to the term of the agreement.

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

1. Section 3. Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A2," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B2." 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 FOUR HUNDRED SEVENTEEN THOUSAND FOURTY-THREE DOLLARS (\$417,043).

2. Exhibit A1 is hereby deleted and replaced with Exhibit A2 attached hereto.

3. Exhibit B1 is hereby deleted and replaced with Exhibit B2 attached hereto.
4. All other terms and conditions of the agreement dated December 9, 2014, between the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE FOLLOWS ***

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

COUNTY OF SAN MATEO

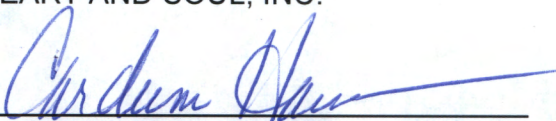
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

HEART AND SOUL, INC.



Contractor's Signature

Date: 5/18/15

EXHIBIT A2 – SERVICES
HEART AND SOUL, INC.
FY 2014 – 2015

In consideration of the payments set forth in Exhibit B2, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Peer-Support /Self-Help Services

Contractor shall provide consumer peer support and self-help services for consumers of Mental Health Services in San Mateo County. Contractor shall operate as a 501(c)(3) mental health consumer run organization (CRO).

1. Outcomes

- a. Maintain an independent local 501(c)(3) mental health CRO with a multi-cultural Board of Directors that reflects the diverse population of San Mateo County.
- b. Create organizational culture, structure and environment that will foster the development and promote the mission of the CRO to provide quality peer-support programs and services. This includes the establishment of a strong free standing peer support center.
- c. Maintain a connection to the State-wide self-help movement.

B. Peer-Support/Consumer-Run Services

Services shall be provided as described below in a manner consistent with the terms and conditions of this Agreement.

1. CRO Executive Director shall work collaboratively with the Behavioral Health and Recovery Services (BHRS) Director of Consumer and Family Affairs.
2. Activities shall be provided to San Mateo County consumers, at no charge to them, throughout San Mateo County. Activities shall include the following:
 - a. Special Events

Offer at least four (4) special events/outings, including a minimum of two (2) weekend activities open to consumers throughout San Mateo County. Such activities will include but not be limited to: picnics in the park, recreational activities (i.e. table tennis, billiards, badminton, group walks), bowling at a bowling alley, going to a movie at a movie theatre, exposure to the arts, and social gatherings.

b. Community Education

Provide three (3) community education activities with other community organizations for the purpose of educating community groups about mental health and recovery (i.e. recovery fair, and recovery picnic). Other community organizations shall include service providers, social and community development organizations, including the faith community.

c. Peer Support and Self Help Groups and Activities

A minimum of six (6) skill groups and/or educational groups weekly that include a weekly substance abuse support group. Educational trainings and support groups shall include but not be limited to recovery-based skill groups, Wellness Recovery Action Plan (WRAP) groups, Dual Recovery Anonymous groups and Total Wellness curriculum.

A schedule of program activities and an unduplicated count of participants on a monthly basis will be submitted to the BHRS contract monitor or designee.

d. Advocacy and Consumer Voice

Contractor shall be involved in the development and ongoing education of community advocates and meeting participants who will participate in county meetings. This shall include the enrollment of San Mateo County consumers in statewide consumer movement organizations. (if available). Contractor shall also be involved in state and county-wide issues regarding mental health regulations and the Mental Health Services Act.

e. Continued Development of the CRO

Contractor shall continue development of the CRO, guided by the CRO Board of Directors, Management and participating mental health consumers. Ongoing development shall include the following:

- i. Contractor shall maintain an annual outreach plan identifying new BHRS consumer participants and will further develop and maintain a consumer participant mailing list.
- ii. Maintain a strong stand alone self-help center that is centrally located in the County.
- iii. Develop/maintain culturally appropriate elf-help services for San Mateo County Coastside and South County BHRS consumers, with an emphasis on the Spanish speaking communities
- iv. Annual Board training of new and current CRO Board of Directors.
- v. Contractor shall hire at least one (1) bi-lingual Spanish speaking staff, to comply with State threshold language requirements.
- vi. Provide four (4) advanced directives trainings annually, including one (1) Spanish-speaking training. Such trainings shall be done in association with Mental Health Association of Alameda County.
- vii. Provide services that are culturally and linguistically appropriate for the diverse cultural communities of the County.
- viii. Provide services a minimum of four (4) days per week, including at least one weekend day.
- ix. Contractor shall encourage consumers to enroll at the College of San Mateo and other consumer leadership development opportunities.

- x. Provide the following equipment:
 - 1) Two (2) DVD players
 - 2) Wii Equipment (2 consoles @ \$300 + games). Clients interaction with the Wii will promote the following:
 - a) encourage physical activity using the Wii Fit, and
 - b) increase outreach to a younger group of individuals.
 - 3) Yoga mats, exercise/stability balls and exercise kits for all levels for up to twenty-five (25) participants

C. Stamp Out Stigma

- 1. Contractor shall make community presentations designed to positively change the perception of mental illness. Presentations shall be made in San Mateo County in a variety of venues, as opportunities become available. Most presentations shall be made to providers of public and/or health services organizations, and to student groups. Examples of such venues may include: Rotary Clubs; middle, high school and college students; medical, dental, nursing and psychology students; and law enforcement. Presentations shall be made by groups of three (3) to five (5) presenters, to receive reimbursement from the County, all of whom shall have individual histories of mental illness or who are family members of persons with mental illness. No more than thirty-two (32) presentations shall be made during the term of this Agreement. Presentations shall be an average of ninety (90) minutes in length.
- 2. Contractor shall seek new venues and opportunities to make presentations during the term of this Agreement. Outreach efforts shall be made to, but not limited to, faith-based organizations, service clubs and local advocacy organizations. The presentations shall be made in all regions of San Mateo County.
- 3. Contractor shall submit a monthly report of presentations that includes the date of the presentation, venue, and individuals who provided the presentation.

4. Contractor shall check-in on a quarterly basis with Stigma Free San Mateo lead person to coordinate efforts on anti-stigma work.

5. Panelist Recruitment and Support

The Heart and Soul Stamp Out Stigma (SOS) program will expand its anti-stigma activities to include the development of trained consumer advocates. Contractor's Program Coordinator will support new and former panelist in their role as SOS speakers. Outreach, training and appreciation events will assist with the recruitment and training efforts. The following items are needed for the program's expansion:

1. Business Cards
2. Brochures
3. Promotional Materials
4. Website update and development
5. One (1) cell phone and one (1) laptop dedicated to SOS business and communication efforts.

- D. Health And Wellness Groups/ Support/Activities In Collaboration With Total Wellness

Services shall be provided under the direction and supervision of the Executive Director of Heart and Soul, Inc. The Executive Director will meet quarterly with the Total Wellness Unit Chief to ensure communication and coordination of services. A Total Wellness staff may be included as a panel member in the final interview of new hires of wellness coaches for the Total Wellness Program.

1. Training

- a. Heart and Soul will ensure that staff are trained to provide Total Wellness groups. Training will include tobacco education, healthy eating, and physical exercise.
- b. The Heart and Soul, Inc. wellness coach will participate in regular monthly consultation meetings.

- c. WRAP is an evidence-based, self-help tool developed by Mary Ellen Copeland. Heart and Soul will ensure that at least eight (8) staff have been trained as Certified WRAP Facilitators.

2. Wellness Services at BHRS Sites

- a. Contractor will hire, ensure training, and supervise Heart and Soul, Inc. employees (Wellness Coaches) who will work at BHRS service sites in collaboration with the Total Wellness Program (TWP).
- b. Contractor will provide eight (8) hours of staffing per week. Specific times and dates will be arranged through mutual agreement.
- c. Assignments for the Wellness Coach may include: wellness calls, reminder calls, individual or group WRAP support, Health and Wellness group activity set up and clean up, assistance with food fairs and education forums, walking groups, cooking classes, and other social or education groups and activities.
- d. Heart and Soul, Inc. will be given specific on-site work assignments to be provided by TW Supervisors and Nurses.

3. Health and Wellness Groups and Activities

- a. Contractor will provide additional Health and Wellness activities, education and two (2) support groups per month, per site, at the following sites:
 - Heart and Soul Self Help Center
 - Industrial Hotel with the coordination of Telecare
 - North County BHRS
 - Contractor and CSA Manager's will secure locations in South County and Coastsides
 - Health and Wellness activities will be provided to the South and Coastsides participants as is culturally appropriate
- b. Each group or activity will follow a practice based model of WRAP or Health Education, or be guided by established health education practice.

- c. Groups will be facilitated) by Heart and Soul, Inc. staff, who have been trained as a WRAP facilitator and/ or has received training in providing Health and Wellness groups.
- d. Identified wellness sites and a schedule of these groups must be distributed monthly to the Total Wellness Unit Chief and the Director of Consumer and Family Affairs.
- e. Attendance must be recorded and distributed to the Total Wellness Unit Chief and the Director of Consumer and Family Affairs.

E. Program Enhancements

1. New Executive Director Support

- a. The Executive Director of Heart and Soul will attend a three (3) day training provided by The Nonprofit Management Institute for Senior Level Nonprofit Managers and Directors. The training shall focus on enhancing personal leadership framework to manage organizational impact, in several key areas: strategic and business thinking and planning, financial leadership and management, fund development strategies and principles, people management practices that support positive staff performance and results, governance and how to develop a board and staff partnership.
- b. A Fiscal and Operational Management consultant shall be engaged to work with Contractor's Executive Director to provide a one-time assessment of Contractor's operational processes as it relates to internal fiscal and operations systems, and provide suggestions for maximum efficiency. The consultant will provide professional recommendations in the areas of source documentation tracking, recording, program budget forecasting protocol, and HR management documentation flow. The consultant will also recommend best practices/procedures for the following: managing expenditures, banking, and creating informative and engaging financial statements for board presentation.

- c. Contractor's management team and subject matter experts will continue to work with staff to solidify concepts learned and address existing areas of support needed around teamwork, including: skills and competencies in the practice of peer support; and the practical application of peer support values and ethics. Staff will have the opportunity to report on outreach strategies, sustainability planning, and actively engage in identifying individual, center and organizational strengths to continually create and maintain a dynamic and healthy work environment. Costs include staff time in excess of regular part time hours, presenters and all training materials and expenses.
- d. The Executive Director, management staff, and selected peer support staff will attend the "Recovery is Real: Transforming Our Lives, Communities and System" offered at The Pool of Consumer Champions Conference (POCC) in June 2015. The POCC offers in-depth workshops to consumer/survivor delivered services and self-help/recovery, and includes consumer survivor leaders from across the nation. Contractor may elect to attend other sessions offered at The POCC 2015 Conference such as: Peer-led Programs, Leadership Development, Recovery Models, Alternatives Therapies, Cultural Diversity and Inclusion, Spirituality, Consumer and Peer Employment, Advocacy for Consumer Rights that include caring for family members and Criminal Justice Alternatives.

2. Board Training

Contractor shall utilize an outside service to train Contractor's Board members on their responsibilities. Such trainings shall include the following:

- a. Development and Fundraising
- b. Understanding Fiscal Documentation
- c. Human Resources Policy
- d. Legal Protocols for Non-Profit Management

3. Fiscal Management Training

The Executive Director and Assistant Director shall be trained on the accounting software program.

4. Self-Help Center Relocation and Improvements

- a. Contractor will relocate to 210 Industrial Road, San Carlos, allowing for an improvement in the quality of services provided to the current client population. Contractor shall be paid relocation costs which include: rental equipment, new office deposit, moving company costs, packing supplies, and extra staff hours.
- b. Contractor will equip the Center appropriately to ensure client privacy at the Center. Labor will be provided by volunteers. The materials to be purchased are as follows:
 - i. Furniture at the new location for group activities and comfortable spaces for clients to engage in peer support.

5. New Internet Café

Contractor shall create an internet café in the Self Help Center for client access up to five (5) days a week, and conduct computer classes assisting clients to improve their computer skills. The lab shall be equipped with four (4) computers and chairs.

6. New Resource Library

Contractor will provide a resource library that will include books, DVDs, CDs and wellness materials for client use at the center.

7. Marketing Materials

Contractor shall promote outreach and increase community knowledge about the new Heart and Soul location and self-help activities. Marketing materials will be developed and shall include:

- a. Brochures (English and Spanish)
- b. Promotional materials
- c. Website update and development

F. Personal Health Record Pilot Program

Contractor's peer support counselors will assist clients in creating personal wellness goals through the Network of Care's Personal Health Record (PHR). To achieve this, the following equipment is needed:

1. Two (2) iPads, and
2. One (1) laptop for external center client engagement.

II. ADMINISTRATIVE REQUIREMENTS

A. Contractor shall report monthly progress, and will be included with the monthly invoice for payment. Such reporting shall be submitted as follows to the Director of Consumer and Family Affairs, pending approval of payment. Reporting shall include the following:

1. Development of culturally appropriate self-help activities in in the Coastside and South County communities of San Mateo County.
2. Development of State threshold language requirements.
3. Detailed calendar of Advanced Directive trainings.
4. Participation in the State-wide self-help movement.
5. Detailed description of monthly activities.
6. Submit an annual outreach plan identifying new consumer participants.
7. Monthly reporting and invoicing shall be sent to :

Behavioral Health and Recovery Services
Attn: Linford Gayle
1950 Alameda de las Pulgas, Suite 155
San Mateo, CA 94403
or by email to: lgayle@smcgov.org
8. Submit monthly Stamp Out Stigma presentation reports to Office of Diversity and Equity (ODE).

B. Record Retention

Paragraph 13 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

C. Administering Satisfaction Surveys

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

D. 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 full time program staff receives at least eight (8) hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services Part-time staff (under twenty (20) hours per week) shall receive at least one (1) hour of internal training per year.
- 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 BHRS Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

E. 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. California 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 Care 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>, once there, type in "medi-cal suspended and ineligible provider list" in the search box.

F. Advance Directives

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

G. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the agreement Section 10. Compliance with laws; payment of Permits/Licenses.

H. 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.

I. 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.

J. 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.

III. GOALS AND OBJECTIVES

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

Goal: Increase the number of client's receiving peer-support services.

Objective 1: Contractor shall increase number of clients receiving peer-support services ten percent (10%) from the prior year.

Data collection to be completed by the County in cooperation with Contractor.

*** END OF EXHIBIT A2 ***

EXHIBIT B2 – PAYMENTS AND RATES
HEART AND SOUL, INC.
FY 2014 – 2015

In consideration of the services provided by Contractor in Exhibit “A2”, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed FOUR HUNDRED SEVENTEEN THOUSAND FORTY-THREE DOLLARS (\$417,043).

B. Peer Support/Self Help Services

The total amount County shall be obligated to pay for Peer Support/Self-Help Services as described in Paragraph A of Exhibit A2 will not exceed THREE HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS (\$310,176).

1. Contractor shall be receive an advanced one twelfth (1/12th) monthly payment in the amount of TWENTY-FIVE THOUSAND SIX HUNDRED EIGHTY-NINE DOLLARS (\$25,689) for Peer-Support/Self-Help Services not to exceed THREE HUNDRED EIGHT THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS (\$308,271). Final cost settlement is included in paragraph P of this Exhibit B2.
2. The total amount that County shall be obligated to pay Contractor for new equipment as described in paragraph B.2.e.x. of Exhibit A shall not exceed ONE THOUSAND NINE HUNDRED FIVE DOLLARS (\$1,905).

C. Stamp Out Stigma

The total amount County shall be obligated to pay for Stamp Out Stigma as described in Paragraph C of Exhibit A2 will not exceed TWENTY-SIX THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$26,863).

1. Contractor shall provide thirty-two (32) presentations and be reimbursed at a rate of SIX HUNDRED EIGHTEEN DOLLARS (\$618) per presentation, not to exceed TWENTY-TWO THOUSAND SIXTY-THREE DOLLARS (\$22,063) for the term of the Agreement.
2. Contractor shall be paid TWO THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS (\$2,144) for costs associated to converting this position to a twenty (20) hour per week employee position for the remaining four (4) months of the agreement.
3. Contractor shall be paid TWO THOUSAND SIX HUNDRED FIFTY-SIX DOLLARS (\$2,656) for SOS panelist recruitment and support.
 - a. Contractor shall be reimbursed a total of EIGHT HUNDRED DOLLARS (\$800) for marketing materials.
 - b. Contractor shall be reimbursed a total of ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100) for website update and development.
 - c. Contractor shall be paid SEVEN HUNDRED FIFTY-SIX DOLLARS (\$756) for program equipment.

D. Health and Wellness Services

The total amount County shall be obligated to pay for Health and Wellness Services as described in Paragraph D of Exhibit A2 shall not exceed TWENTY-SIX THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$26,197).

1. For the term July 1, 2014 through June 30, 2015, the total for Wellness Coach(es) is SEVEN THOUSAND ONE HUNDRED DOLLARS (\$7,100). Contractor shall be reimbursed at a rate of FIFTEEN DOLLARS AND FORTY-FIVE CENTS (\$15.45) per hour, as well as a ten percent (10%) administrative fee.

2. For the term July 1, 2014 through June 30, 2015, the total for Wellness Groups/Activities is TEN THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$10,197). Contractor shall be paid at a rate of ONE HUNDRED THREE DOLLARS (\$103) per group. Contractor shall submit a monthly invoice to include a summary of charges for the month of service.
3. For the term July 1, 2014 through June 30, 2015, the total for the WRAP Facilitator Training is EIGHT THOUSAND NINE HUNDRED DOLLARS (\$8,900). This includes training and payroll expenses, and related training expenses.

E. Program Enhancements

The total amount County shall be obligated to pay for Program Enhancements as described in Paragraph E of Exhibit A2 shall not exceed FORTY-TWO THOUSAND THIRTY-EIGHT DOLLARS (\$42,038).

1. New Executive Director Support

The total amount that County shall be obligated to pay for New Executive Director training as described in Paragraph E.1.a. and b. of Exhibit A2 shall not exceed ONE THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS (\$1,195).

2. The total amount that County shall be obligated to pay for the Alameda County Pool of Consumer Champions Conference in June 2015 as described in paragraph E.1.c. of Exhibit A2 shall not exceed EIGHT THOUSAND DOLLARS (\$8,000).

3. Board Training

The total amount that County shall be obligated to pay Contractor for Board Training as described in Paragraph E.2. of Exhibit A2 shall not exceed TWO THOUSAND DOLLARS (\$2,000).

4. Fiscal Management Training

The total amount that County shall be obligated to pay Contractor for Fiscal Management Training as described in Paragraph E.3. of Exhibit A2 shall not exceed ONE THOUSAND DOLLARS (\$1,000).

5. Self-Help Center Relocation and Improvements

The total amount County shall be obligated to pay for relocation costs and Self-Help Center improvements as described in Paragraph E.4. of Exhibit A2 shall not exceed TWENTY-ONE THOUSAND NINE HUNDRED NINETY-THREE DOLLARS (\$21,993)

- a. Contractor shall be paid one-time only relocation costs not to exceed TEN THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS (\$10,859).
- b. Contractor shall be paid for Self-Help Center improvements not to exceed ELEVEN THOUSAND ONE HUNDRED THIRTY-FOUR DOLLARS (\$11,134).

6. New Internet Café

The total amount that County shall be obligated to pay Contractor for the Internet Café as described in Paragraph E.5. of Exhibit A2 shall not exceed THREE THOUSAND THREE HUNDRED DOLLARS (\$3,300).

7. Resource Library

The total amount that County shall be obligated to pay Contractor for materials for the new Resource Library as described in paragraph E.6. of Exhibit A2 shall not exceed FIVE HUNDRED FIFTY DOLLARS (\$550).

8. Marketing Materials

The total amount that County shall be obligated to pay Contractor for marketing materials as described in paragraph E.7. of Exhibit A shall not exceed FOUR THOUSAND DOLLARS (\$4,000).

- F. Contractor shall receive a one (1) time only severance package payment not to exceed TEN THOUSAND DOLLARS (\$10,000), for the retiring Director.

G. Personal Health Record Pilot Program

The total amount that County shall be obligated to pay Contractor for Personal Health Record equipment as described in paragraph F of Exhibit A2 shall not exceed ONE THOUSAND SEVEN HUNDRED SIXTY-NINE DOLLARS (\$1,769).

- H. Contractor's annual 2014 – 2015 budget is attached and incorporated into this Agreement as Exhibit C.
- I. Modifications to the allocations in Paragraph A of this Exhibit B2 may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- J. Not Used.
- K. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- L. In the event this Agreement is terminated prior to June 30, 2015, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- M. Monthly Invoice and Payment
1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize services for which invoice is made.
 2. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Invoices may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
225 37th Avenue, Third Floor
San Mateo, CA 94403
- N. 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. 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.

P. Invoice Certification and Program Integrity

Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A2 of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on, _____ 20 ____

Signed _____ Title _____

Agency _____"

Q Unspent Funds

Contractor may rollover unspent funding from the County according to the following procedures.

1. Contractor shall submit a summary calculation of any savings ninety (90) days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.

2. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the Director of BHRS or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the Director of BHRS or designee.
5. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

R. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts reviewed by a Certified Public Accountant and a copy of said review report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Chief of the Health System or designee. By mutual agreement of County and Contractor, contract savings or “unspent funds” may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph Q of this Exhibit B2.
3. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in Paragraph R of this Exhibit B2.

*** END OF EXHIBIT B2 ***

EXHIBIT C - CONTRACTOR'S BUDGET
Heart and Soul 2014-2015 budget
2014-2015 Budget with only six months Executive Director

Income	Self Help Centers	Stamp Out Stigma	Contract Maximum
San Mateo County			
Peer Support Self Help (Peer support/Self Help Services, relocation costs, Center improvements,training and conference)	\$338,264.00		
Anti-Stigma (position conversion, marketing materials, panelist recruitment and support)		\$26,863.00	
Retiring Director (severance pay)		\$10,000.00	
Total Wellness Coach	\$7,100.00		
Total Wellness Classes	\$10,197.00		
WRAP Facilitator Training	\$8,900.00		
New Executive Director Support	\$1,195.00		
Fiscal Management Training	\$1,000.00		
Board Training	\$2,000.00		
Technology/IT Support	\$3,300.00		
Personal Health Record Pilot Program	\$1,769.00		
The Source Program Support (equipment, resource library, marketing materials)	\$6,455.00		
	\$380,180.00		
Total	\$380,180.00	\$36,863.00	\$417,043.00