

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MENTAL HEALTH
ASSOCIATION OF SAN MATEO COUNTY**

This Agreement is entered into this ____ day of _____, 20__, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Mental Health Association of San Mateo County, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of HOPWA Housing Opportunities for Persons with Aids: Mental Health Association.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment H—HIPAA Business Associate Requirements
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED FORTY-SEVEN THOUSAND THREE HUNDRED NINETY DOLLARS (\$647,390.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 01, 2018, through June 30, 2019.

5. Termination

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

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury,

including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

11. Compliance With Laws

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

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or

mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of

allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

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

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Matthew Geltmaker, Health Services Manager
Address: 225 37th Ave, San Mateo, CA 94403
Telephone: 650-573-2077
Facsimile: 650-573-2875
Email: MGeltmaker@smcaov.org

In the case of Contractor, to:

Name/Title: Melissa Platte, Executive Director
Address: 2686 Spring Street, Redwood City, CA 94063
Telephone: 650-257-8814
Facsimile: 650-368-2529
Email: MelissaP@mhasmc.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

* * *

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

For Contractor: MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY

<u>Melissa Platte</u>	<u>8/21/2018</u>	<u>Melissa Platte</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

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

I. SERVICES

Contractor shall provide housing assistance and emergency assistance for expenses associated with securing and maintaining housing to San Mateo County residents who are affected by HIV/AIDS and meet required income guidelines.

A. HOUSING ASSISTANCE PROGRAM

1. Contractor shall provide housing assistance including, rental assistance, emergency housing, utility payments, and assistance in paying for services related to obtaining/maintaining housing.
2. Contractor shall provide assistance for mortgage payments only with funds from the Housing Opportunities for People with AIDS (HOPWA).
3. Contractor shall ensure that no client loses housing because Contractor is unable to process a payment in a timely manner.
4. Contractor shall develop an outreach plan to ensure that San Mateo County residents affected by HIV/AIDS, and living in different areas throughout the County, have information and access to the services provided by the agency.

B. EMERGENCY FINANCIAL ASSISTANCE FUND

1. Contractor shall manage the fiscal distribution of the Emergency Financial Assistance Fund, ensuring that the fund provides emergency assistance to clients for expenses such as: utility bills, minor home repairs, assistance in purchasing furniture and equipment, and other services that will assist clients in securing and maintaining housing.

II. MEASURABLE OBJECTIVES

Contractor shall develop and implement processes to achieve the service and outcome objectives and perform program evaluation.

A. QUALITY ASSURANCE

Contractor shall promote commitment to the quality of services provided to clients by establishing a quality management program, which includes a client-driven philosophy and process that focuses on preventing problems and maximizing quality of services, ongoing monitoring, evaluation, and improvement process of services provided. Contractor shall develop quality assurance activities for the services provided and complete a minimum of one quality assurance process annually, for one of the categories listed below:

1. Appropriateness of the overall service to the target population (e.g. locations, criteria used to evaluate services, times, etc.).
2. Development of role and responsibilities for key quality assurance personnel.
3. Adherence to relevant standards, guidelines and contractual requirements.

4. Ability to track, document and follow-up referrals and linkages.
5. Review and update of written policies, protocols and procedures.
6. Review and update of educational materials developed by the program for clients.
7. Review of client records.
8. Staff training, supervision and consultation plan.
9. Quality Assurance Committee, or Quality Team and/or Advisory Committees.

B. SERVICE OBJECTIVES

1. Contractor shall provide housing placement assistance services to a minimum of two hundred one (180) unduplicated clients.

Contractor shall provide three thousand fifteen (3,015) Units of Service (UOS). A UOS for housing shall be defined as an encounter in which a client receives assistance.

2. Contractor shall provide subsidy assistance services to a minimum of one hundred seven (107) unduplicated clients.

Contractor shall provide six thousand five hundred three (6,503) Units of Service (UOS). A UOS for housing shall be defined as one (1) night of housing.

3. Contractor shall provide emergency financial assistance services, move-in costs with emergency financial assistance funds to a minimum of fifteen (15) unduplicated clients.

Contractor shall provide fifteen (15) UOS. A UOS for emergency assistance services, move-in costs shall be defined as a transaction in which a client receive services.

4. Ninety-seven percent (97%) of homeless clients shall be housed by Contractor or referred for appropriate housing within twenty-four (24) hours of intake.
5. Seventy-five percent (75%) of homeless clients housed by Contractor shall maintain their housing for at least six (6) months.
6. Eighty-five percent (85%) of clients in permanent housing shall maintain their housing for at least six (6) months.

C. OUTCOME OBJECTIVES

1. Ninety-four percent (94%) of clients receiving housing assistance services will report that the assistance received helped them maintain or improve their quality of life.
2. Ninety-four percent (94%) of all clients who respond to an in-house client satisfaction survey shall indicate satisfaction with housing services received from Contractor.

I. PROGRAM REPORTING

Contractor shall submit the following reports:

1. Client information for services provided shall be entered into the AIDS Regional Information and Evaluation System (ARIES) by the fifteenth (15th) day following the end of the month.
2. Contractor shall comply with the annual STD/HIV Program and fiscal site monitoring visit.
3. A final program report shall be due July 15, 2019. The report shall include units of service, number of unduplicated clients served (by funding source); quality assurance processes your agency selected for the contract term; results of the two outcome objectives (surveys, summary, etc.); and a program narrative with information about unmet needs, trends, and service gaps affecting the type of services your organization provides.
4. HOPWA Annual Progress Reports shall be due on the dates announced by the City and County of San Francisco Mayor's Office of Housing and Community Development.
5. Year-end Financial Reports shall be due by July 31, 2019.

IV. GENERAL

- A. Contractor shall provide the services funded by this Agreement by June 30, 2019.
- B. Contractor shall provide a minimum of ten hours (10) HIV/AIDS-related in-service trainings for staff development.
- C. Contractor shall participate in County's "STD/HIV Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.
- D. Contractor is required to attend all relevant HIV/AIDS meetings and workshops to provide continuing education for Contractor's staff.
- E. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information. Personally identifying information developed or acquired by Contractor shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes by court order, or pursuant to written authorization by the person who is the subject of the record or by his or her guardian or conservator. Contractor is responsible for complying with all applicable state and federal statutes regarding confidentiality and HIV/AIDS, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
- F. Contractor certifies that to the best of his knowledge and belief i) no County, State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement; ii) If any funds other than County, State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative

Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- G. By signing the contract, Contractor certifies to the best of his or her knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement. (Federal executive order 12549)
- H. Contractor shall not claim reimbursement from County or apply sums received from County with respect to that portion of its obligations which has been paid by another source of revenue. Contractor shall not charge County for services which clients were entitled to receive regardless of this Agreement. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect co-payment, or share of cost as allowed by regulations specific to funding sources.
- I. Contractor shall ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by the County or the Health System and any such conflict may constitute grounds for immediate termination of this contract for cause.
- J. Contractor agrees to establish and maintain a written Client Grievance Procedure, which is to be submitted to and approved by the County.
- K. Contractor shall annually have its financial records audited by a Certified Public Accountant and a copy of said audit report shall be submitted to County within one hundred eighty (180) days of the end of Contractor's fiscal year. Should Contractor expend a combined total of all federal awards that exceeds SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) during Contractor's fiscal year, this audit must also meet the requirements of the Federal Single Audit Act and the Federal Office of Management Budget (OMB Circular A-133).
- L. In the event Contractor claims or receives payment from County for a service, reimbursement which is later disallowed by the County, 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.
- M. Contractor certifies that it has appropriate systems and controls in place to ensure that County funds will not be used in performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall submit monthly invoices for services provided to the STD/HIV Program by the tenth (10th) day following the end of the invoiced month. Invoices for the end of a funding or fiscal cycle will be due by July 1st. Invoices shall reflect actual services provided as demonstrated by contract deliverables provided and entered into the ARIES system.

A. HOUSING ASSISTANCE PROGRAM

The amount to be paid for one (1) night of housing shall not exceed ONE HUNDRED FIFTY-FIVE DOLLARS (\$155.00).

The amount to be paid for one (1) night of housing involving families with children and/or persons with special needs shall not exceed ONE HUNDRED EIGHTY DOLLARS (\$180.00).

The maximum amount for this section of the Agreement shall not exceed FIVE HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED ELEVEN DOLLARS (\$579,711).

B. EMERGENCY FINANCIAL ASSISTANCE FUND

Contractor shall manage the fiscal distribution of the Emergency Financial Assistance Fund under a separate account. Monthly expenditures shall reflect actual expenses in line with the approved budget.

The maximum amount for this section of the Agreement shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

C. ADMINISTRATIVE EXPENSES

Administrative expenses shall total no more than seven (7%) percent of the amount of the agreement.

The maximum amount of administrative expenses for this agreement shall not exceed FORTY-TWO THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS (\$42,679)

The total amount of this Agreement including all sections shall not exceed SIX HUNDRED FORTY-SEVEN THOUSAND THREE HUNDRED NINETY DOLLARS (\$647,390.00).