

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

This Agreement is entered into this \_\_\_\_ day of August 2019 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 providing supportive housing services for San Mateo County Health clients to improve the likelihood that the person served can maintain their housing,

**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  
  
Fingerprinting Certification form

**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 THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000). 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 October 1, 2019, through December 31, 2020

**5. Termination**

This Agreement may be terminated by Contractor or by the Director, Public Health Policy and Planning or his/her designee 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.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered

or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (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.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**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: Cassius Locket, PhD  
Address: 225 37<sup>th</sup> Avenue, San Mateo, CA 94403  
Telephone: 650-573-2104  
Facsimile: 650-573-2104  
Email: 650-573-2116

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: 510 879 0354  
Email: [melissap@mhasmc.org](mailto: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**

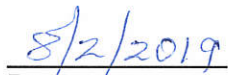
Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under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

  
Contractor Signature

  
Date

  
Melissa Platte

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board



## **Exhibit A**

### **1. Description of Services to be Performed by Contractor**

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

Contractor will implement the Supportive Housing Services for San Mateo County Health clients project to improve the likelihood that the person served can maintain their housing. Services shall be provided primarily in the field and include training, education and emotional support to sustain independent living. These services include but not be limited to:

- Conducting an initial evaluation and develop housing retention plan
- linking and accessing needed resources/services such as benefits programs, employment and education
- financial management/budgeting
- healthy shopping and nutrition
- managing relationships with neighbors and landlords
- managing self-care and Activities of Daily Living (ADL)
- household cleanliness
- transportation accessibility
- non-medical medication support
- support in managing chronic illness
- reducing social isolation

Services shall be provided based upon the recovery model and consistent with the Harm Reduction model. Services shall seek to encourage self-management. Services shall be assertively offered, and frequency shall be determined by client need but must include at least a monthly contact. Services shall be offered 5 days per week on a regular work week schedule. An afterhours emergency contact and response is beneficial but not mandatory. Contractor is not responsible for housing placement services. Responsibility for housing location and placement will be managed under a separate contract. The contractor shall be responsible for coordinating services with the location and placement organization.

#### **A. Capacity Development**

Mental Health Association will hire and train the staff necessary to deliver supportive housing services to San Mateo Health clients.

<b>Output(s):</b> Case managers hired, Public Health Nurse and Occupational therapists engaged and trained to provide services.	
<b>Outcome(s): MHA will have the organizational capacity to deliver services to San Mateo County Health clients</b>	
1) Provide 2 Full-Time Case Managers, .25 FTE Public Health Nurse, and .5 FTE Occupational Therapist	By October 31, 2019
2) All staff will have completed trainings including but not limited to HIPPA, Waste Fraud and Abuse, Harm Reduction, Housing First, and Pragmatic Case Management Training.	By October 31, 2019
3) All new employees will attend additional trainings as available in Mental Health First Aid, SOGI and Landlord Tenant Law.	By October 31, 2019

## B. Outreach, assessment and plan of care

MHA will receive preliminary information on the clients, through a referral form and in-person meetings, and will provide an initial outreach meeting with clients referred within 7 days of referral to establish the basis for on-going contact. Assessments shall be completed within 30 days of intake. A care plan shall be completed within 45 days of intake. Care plans and assessments shall be updated at least annually.

<b>Output(s):</b>	
<b>Outcome(s): 60 clients assigned to case managers will have a written plan of care which will include a personal health goal and occupational therapy follow-up where applicable. MHA will coordinate care and care plans with existing medical, behavioral and social service providers.</b>	
1) Two case managers will conduct outreach and assessment for 60 individual clients	30 clients by December 31, 2019 60 clients by March 31, 2020
2) 60 individuals will have a plan of care	30 clients by December 31, 2019 60 clients by March 31, 2020



3) At least 30 individuals will have completed an initial introduction and assessment by nursing staff and will have identified at least one personal health related goal.	15 clients by December 31, 2019 30 clients by March 31, 2020
4) At least 60 individuals will be offered Occupational Therapy (OT) Assessments, 30 individuals will have completed OT Assessment and will have a recommended plan for follow-up.	10 clients by December 31, 2019 20 clients by March 31, 2020 30 clients by August 30, 2020

**C. Ongoing monthly supportive housing, health and occupational therapy support**

<b>Output(s):</b> Clients will receive supportive housing services based on plan of care	
<b>Outcome(s):</b> 75% of persons served maintain their housing for at least 6 months and that at least 60% maintain their housing for one year	
1) Ongoing supportive housing services for 60 clients based on plan of care	30 clients by December 31, 2019 60 clients by March 31, 2020
2) Ongoing nursing support for at least 30 clients based on personal health goals. All 60 clients will receive nursing support based on need.	15 clients by December 31, 2019 30 clients by March 31, 2020
3) Ongoing occupational therapy support for at least 30 clients based on need and interest.	15 clients by December 31, 2019 30 clients by March 31, 2020

**D. Participation and Monitoring:**

- 1) Contractor will work with the established Housing Committee within Public Health, Policy and Planning Division. Contractor will coordinate with the housing location and tenant support provider.

- 2) Participate in monthly meeting with the Housing Committee to discuss progress, challenges, and any assistance needed.
- 3) Contractor will maintain client charts in accordance with HIPAA and 42CFR. Charts shall include, at a minimum, referral, assessments, care plans and documentation of services provided for each service provided.

**E. Reporting:** The Contractor shall conduct the following activities for project reporting:

- 1) Submit a monthly utilization report documenting the number of visits with each client each month by the 15<sup>th</sup> day of following month.
- 2) Submit a 3-month progress report by the 30<sup>th</sup> day of the month following the quarter using the progress report template describing progress on deliverables listed in Exhibit A.
- 3) Submit a final report by February 28, 2021 using the Final Report template describing progress on deliverables, accomplishments, challenges, and any other information requested in the report.



## **Exhibit B**

### **1. Amount and Method of Payment**

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

**A. Maximum Payment:** The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed three hundred and fifty thousand dollars (\$350,000). The county shall pay the contractor in accordance with the following program expenses described below:

### **B. Budget**

<b>Expense</b>	<b>FY19-20 Amount</b>	<b>FY20-21 Amount</b>	<b>Total</b>
Program Supervisor.20 FTE	\$15,291	\$ 10,200	\$ 25,491
Case Manager 2 FTE	\$96,372	\$ 64,253	\$ 160,625
Public Health Nurse .25 FTE	\$ 18,836	\$ 12,570	\$ 31,406
Occupational Therapist .5 FTE	\$37,692	\$25,121	\$62,813
Licensed Clinician .05 FTE	\$3,865	\$2,580	\$6,445
Office Supplies/Telephone/Occupancy/IT Support	\$12,150	\$8,100	\$20,250
Transportation	\$9,000	\$6,000	\$15,000
Audit/Accounting	\$1,800	\$1,200	\$3,000
Start-up Computer purchase and set-up	\$3,500		\$3,500
Indirect Expenses	\$12,882	\$8,588	\$21,470
<b>TOTAL</b>	<b>\$ 211,388</b>	<b>\$ 138,612</b>	<b>\$350,000</b>

**C. Method of Payment and Invoicing:**

- 1) All invoices shall include
  - A detailed list of the services to be provided, and
  - Staff title or name and percentage of time expected to be expended by staff person(s) during the invoicing period.
- 2) If total costs are expected to be less than the amount listed in the invoice, contractor will only invoice for the anticipated actual costs.
- 3) Financial supporting documentation is not required to be submitted with invoices; however, the County can, within 12 months of contracting, request to see financial supports for program cost.
- 4) Contractor shall submit invoices using the following schedule:

	<b>Invoice Amount</b>	<b>Due Date</b>
<b>Invoice #1:</b> shall include services that will be provided through October 1-December 31, 2019 as described in Exhibit A.	\$ 72,796	By January 31, 2020
<b>Invoice #2:</b> shall include services that will be provided through January 1-March 2020 as described in Exhibit A.	\$ 69,296	By April 30, 2020
<b>Invoice #3:</b> shall include services that will be provided through April-June 2020 as described in Exhibit A.	\$ 69,296	By July 31, 2020
<b>Invoice #4:</b> Shall include services that will be provided through July-September 2020 as described in Exhibit A.	\$69,306	By October 31, 2020
<b>Invoice #5:</b> Shall include services that will be provided through October 1-December 31, 2020 as described in Exhibit A.	\$69,306	By February 28, 2021



- 5) Invoices that exceed the aforementioned amounts or that do not adhere to the aforementioned timing and payment schedules must be pre-approved in writing by the county.
- 6) The following deliverables listed below shall be submitted with the invoices:
- Invoice #1
    - a. Quarterly progress reports including summary of monthly utilization
  - Invoice #2
    - a. Quarterly progress reports including summary of monthly utilization
  - Invoice #3
    - a. Quarterly progress reports including summary of monthly utilization
  - Invoice #4
    - a. Quarterly progress reports including summary of monthly utilization
  - Invoice #5
    - a. Final report including summary of monthly utilization
- 7) Payments received are to cover all costs of the Contractor, including, but not limited to, staff time, paperwork, travel, copies, and materials/equipment.
- Travel costs will not exceed \$ 15,000 and indirect costs will not exceed \$21,470 for the duration of the contract.
  - Itemized receipts for travel and meetings expenses must be submitted along with the monthly invoice.
  - Additional travel and meeting expense accrual after submission of scheduled invoice(s) mentioned in 6 will go to the next scheduled invoice.
    - ✓ Example of itemized receipts would be: Restaurant receipts, parking fee receipts, toll fee receipts, google mileage from/to, conference fee and etc...
- 8) All invoices shall include the following language and a signature:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Agency: \_\_\_\_\_

- 9) County shall have the right to withhold payment if the County determines that the quality or quantity of work is unacceptable.

## ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person: **Shane Young**

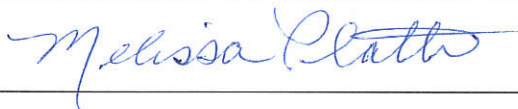
Name of Contractor(s): **Mental Health Association of San Mateo County**

Street Address or P.O. Box: **2686 Spring Street**

City, State, Zip Code: **Redwood City, CA 94063**

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

Signature:



Title of Authorized Official:

**Executive Director**

Date:

**August 2, 2019**

\*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."



**Enclosure 2**  
**County of San Mateo – Fingerprinting Certification Form**

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**DATE:** August 2, 2019

**AGREEMENT WITH:** San Mateo County

**FOR:** Mental Health Association of San Mateo County



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Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

**NAME:** *Melissa Platte*  
**TITLE:** *Executive Director*

**SIGNATURE:**



**DATE:** August 2, 2019

