

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIVEMOVES FOR  
COMMUNITY HEALTH OUTREACH SERVICES.**

This Agreement is entered into this 1<sup>st</sup> Day of July 2020 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and LifeMoves 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 community health outreach services.

**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 TWO HUNDRED AND SIX THOUSAND, SEVEN HUNDRED AND SEVENTY DOLLARS (\$206,770). 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 1, 2020 through June 30, 2021

**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
- (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.

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: [Clocket@smcgov.org](mailto:Clocket@smcgov.org)

In the case of Contractor, to:

Name/Title: Bruce Ives, Chief Executive Officer  
Address: 181 Constitution Drive, Menlo Park, CA 94025  
Telephone: 650.685.5880  
Facsimile:  
Email: [bives@lifemoves.org](mailto:bives@lifemoves.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.

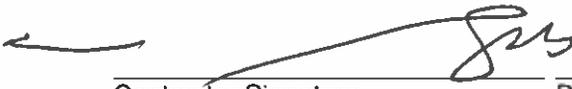
**19. Payment of Permits/Licenses**

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:** LIVEMOVES

 5/27/20 Brian Greenberg  
Contractor Signature Date Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

Date:

**For County:**

## Exhibit A

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

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

#### **A. Purpose**

San Mateo County Health (SMCH) is implementing the Whole Person Care (WPC) pilot to provide a coordinated, efficient and effective delivery of care to San Mateo County's highest-risk and vulnerable populations. WPC is a pilot funded under the five-year renewal of California's Section 1115 Medicaid Waiver (Medi-Cal 2020). The most vulnerable of WPC clients are experiencing homelessness in addition to medical and behavioral health conditions.

The purpose of this contract with the San Mateo County Health (SMCH) Public Health, Policy and Planning (PHPP) department and LifeMoves (Contractor) is to provide Community Health Outreach services which will comprise of location services and care coordination for unsheltered homeless individuals.

Care Coordination services include: connection to services, transportation to medical appointments, picking up medication, establishing and evaluating adherence to case plan, and providing medical needs assessments and follow-up.

Community Health Outreach services are provided to locate and provide assistance to unsheltered homeless individuals and households to help them access primary and specialty medical care, behavioral health services and other social supports. Community Health Outreach services will work closely with the Homeless Outreach Team (HOT) and will primarily focus on physical and behavioral health needs (in collaboration with medical providers).

#### **B. Services to be Provided**

The WPC pilot aims to improve access to care, provide care coordination, and improve the quality of care for individuals who are high service utilizers and face barriers to connecting with primary and behavioral healthcare as well as social and housing services.

As part of the WPC initiative, community health outreach staff will provide culturally sensitive engagement and health-focused case management services to unsheltered individuals that are disconnected from service systems.

Under this program component, Contractor shall:

- Receive referrals for location services regarding individuals experiencing homelessness and who cannot be located. Referrals may come from San Mateo

County Health (SMCH) divisions/programs and in particular the Bridges to Wellness Team (BWT), San Mateo Medical Center, Behavioral Health and Recovery Services (BHRS), Aging and Adult Services (AA&S), Correctional Health Services (CHS), and the Health Coverage Unit (HCU).

- Collaborate with homeless outreach staff and other community partner providers to locate unsheltered individuals/households in need of services;
- Engage with unsheltered individuals/households to provide information and referrals to health and community resources;
- Conduct an assessment of immediate medical needs, implement short-term interventions, and provide ongoing engagement to follow up on emerging needs
- Assist clients with enrolling in health coverage or refer clients to resources that can assist them with enrolling in health coverage programs;
- Track to ensure that clients are either enrolled as an HPSM Medi-Cal member, or in progress to become enrolled as an HPSM Medi-Cal member. If a client is not eligible to be an HPSM Medi-Cal member, the client cannot be served under this program component and Contractor will refer the client to other resources to help them connect to health services.
- Create a care coordination and management plan, and support client's adherence to the plan by:
  - Connecting with primary and behavioral health care providers
  - Scheduling and accessing medical appointments, including appointment reminders, transportation, and accompaniment as needed
  - Supporting clients with filling medication prescriptions, creating a plan for medication adherence.
- If a client has discharge instructions from a hospital, assist client with complying with the discharge instructions;
- Collaborate with hospital and other medical treatment facilities on exit planning to avoid discharge into unsheltered homelessness and ensure follow up on medical services or medications;
- Track kept and missed medical/behavioral health appointments and provide data that illustrates the level of engagement with healthcare. The goal is to improve the level of engagement (through successful appointments) with health care services. Track other data as required in a timely and accurate manner;
- Collaborate closely with other service providers such as Street Medicine, Bridges to Wellness (BWT) Care Navigators, SMMC social workers and other WPC care coordinators.
- Participate in applicable planning meetings for the WPC;
- Submit reports to the WPC Administrative Hub according to the agreed upon requirements;
- Continue to develop and improve existing procedures and workflows for client location services;
- Services that are covered by Medi-Cal are not permissible under this contract.
- Meet with evaluators to assess the Whole Person Care pilot if needed.
- Ensure compliance with all Whole Person Care requirements and policies;

- Funding for Community Health Outreach Services, as part of the Whole Person Care pilot, is contingent upon certain deliverables. Funding for the pilot program will be available based on meeting the deliverables and achievement of the metrics.

**C. Performance Measures**

Performance Measure	Targets FY20-21
Of individuals on the WPC list referred to Contractor to be located, percentage who are successfully located. When calculating this percentage, referred individuals will be disregarded if they are (1) located first by a Care Navigator, (2) already housed, or (3) in jail or prison and already connected to a Care Navigator.	80%
Of the WPC individuals who are located by Contractor, percentage or number of clients who Contractor will engage in services, such as connecting to a Care Navigator, the Street Medicine team or other medical provider for a screening; connecting to transportation or housing services; or connecting to other available services.	140 unduplicated individuals, or 90% of clients located if number of referrals is less than 156
Contractor will enroll WPC individuals in case management who are unwilling to engage with BWT or who do not qualify for BWT	Maximum caseload for each Contractor case manager is 10 WPC individuals at any one time

The County shall have the option to modify performance measures, goals, and targets by written notice and agreement of Contractor. The County shall give the Contractor advance notice of any modifications and will also discuss changes with the Contractor

#### **D. Reporting and Continuous Quality Improvement**

Contractor will conduct quality assurance and continuous quality improvement including ongoing training, coaching, and reviewing services and data to ensure quality of services, consistency of services and adherence to policies and procedures.

Contractor will conduct ongoing reviews of services and documentation of services (file reviews). Contractor will implement systematic process to collect ongoing feedback from clients, homeless and safety net providers, and other stakeholders.

#### **Quarterly reports**

- Submit narrative reports to WPC Administrative Hub within 20 days of the end of the quarter. Reports will include the following:
  - i. Invoices with supporting documentation
  - ii. Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date)
  - iii. Narrative describing trends, successes, challenges during the reporting period

#### **Monthly reports**

- Submit monthly reports with to the WPC Administrative Hub within 20 days of the end of the reporting month. Reports will include:
  - i) Performance measures for client location services
  - ii) Case management caseload

Submit annual program report within 20 days of the end of the fiscal year. Annual program report will provide information on the impact that community health outreach services had throughout the entire service year and annual results for each performance measure.

Contractor will provide San Mateo County Health with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.

SMC Health may request additional reporting from the Contractor for WPC planning, evaluation, and reporting purposes

The County shall have the option to modify performance measures, goals, and targets by written notice and agreement of Contractor. The County shall give the Contractor advance notice of any modifications and will also discuss changes with the Contractor.

**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:

**A. Maximum Payment:** The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed two hundred and six thousand, seven hundred and seventy dollars (\$206,770). The county shall pay the contractor in accordance with the following program expenses described below:

**B. Budget**

<b>LifeMoves: Whole Person Care FY21 Budget</b>			
<b>Labor Costs</b>			
<u>Position</u>	<u>Hrly Rate</u>	<u>FTE</u>	<u>Amount</u>
CHOW	31	1	\$ 61,380.00
CHOW	26	1	\$ 51,480.00
Senior Director	55	0.07	\$ 7,920.00
Subtotal			<b>\$ 120,780.00</b>
Taxes & Fringe Benefits		35%	\$ 42,273.00
On Call Labor			\$ 1,500.00
Labor Costs			<b>\$ 164,553.00</b>
<b>Non-Labor Costs</b>			
Site Operating Costs		3%	\$ 4,784.00
Transportation			\$ 6,000.00
Office Supplies			\$ 650.00
Client Assistance			\$ 10,000.00
Training/Conferences			\$ 2,000.00
Subtotal			<b>\$ 187,987.00</b>
Admin		10%	\$ 18,783.00
<b>Total</b>			<b>\$ 206,770.00</b>

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

- 1) All invoices shall include
  - A detailed list of the services provided, and
  - Staff title or name and percentage of time 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 #</b>	<b>Approximate Invoice Amount</b>	<b>Due Date</b>
<b>Invoice #1:</b> shall include services that will be provided through July 1-September 30, 2020	\$51,692	By October 20, 2020
<b>Invoice #2:</b> shall include services that will be provided through October 1-December 31, 2020	\$51,692	By January 20, 2021
<b>Invoice #3:</b> shall include services that will be provided through January 1-March 31, 2021	\$51,692	By April 20, 2021
<b>Invoice #4:</b> Shall include services that will be provided through April 1-June 2021	\$51,692	By July 3, 2021
<b>TOTAL</b>	<b>\$ 206,770.00</b>	

- 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 narrative reports including summary of number of clients served and progress with performance measures listed in Exhibit A
  - Invoice #2
    - a. Quarterly progress narrative reports including summary of number of clients served and progress with performance measures listed in Exhibit A
  - Invoice #3
    - a. Quarterly progress narrative reports including summary of number of clients served and progress with performance measures listed in Exhibit A
  - Invoice #4
    - a. Final report including summary of number of clients served and progress with performance measures listed in Exhibit A
- 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 \$ 6,000 and indirect costs will not exceed \$ \$18,783 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.

**BUSINESS ASSOCIATE AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND  
LIFEMOVES**

THIS AGREEMENT, entered into this 8th day of September, 2017, by and between the COUNTY OF SANMATEO, hereinafter called "County," and LifeMoves, located at 181 Constitution Drive, Menlo Park, CA 94025, hereinafter called "Associate" or "Contractor";

WITNESSETH:

WHEREAS, the San Mateo County Health System, part of the County, provides services through a several divisions including the San Mateo Medical Center, Public Health, Policy and Planning, Behavioral Health and Recovery Services, Correctional Health, and Aging and Adult Services and

WHEREAS, the Health System in providing patient care, occasionally needs to share Protected Health Information with certain vendors who assist in providing services that relate to patient care; and

WHEREAS, pursuant to State and Federal law, such information may only be shared when certain contractual protections are in place; and

WHEREAS, Associate will be working with or providing services to the Health System whereby it will be required to access the Protected Health Information of patients served through the Health System and

WHEREAS, it is necessary and desirable that Associate be permitted to fulfill these tasks so long as the Protected Health Information of Health System patients is protected as required by law.

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

Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) section 160.103, 164.304, and 164.501. All regulatory references in this Agreement are to Title 45 of the CFR unless otherwise specified.

- a. **Agreement.** "Agreement" means this Business Associate Agreement.
- b. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this Agreement shall mean Contractor.
- c. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- d. **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- e. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- f. **Electronic Protected Health Information.** "Electronic Protected Health Information" or "E PHI" means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Contractor from or on behalf of Covered Entity.
- g. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- h. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- i. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Contractor from or on behalf of County.
- j. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- k. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- l. **Breach.** "The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is *presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four part risk assessment:
  - 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  - 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  - 3. Whether PHI was actually viewed or only the opportunity to do so existed;
  - 4. The extent to which the risk has been mitigated.

- m. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- n. **Unsecured PHI.** "Unsecured PHI" as set forth at 45 CFR 164.402, is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- o. **Security Incident.** "Security Incident" as set forth at 45 CFR 164.304, shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Contractor. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.
- p. **Scope of Engagement.** "Scope of Engagement" means the work conducted by Contractor for County as described in Exhibit A to this Business Associate Agreement and any related work.

#### Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, the Scope of Engagement, or as required by law.
- b. Contractor agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement and the Scope of Engagement.
- c. Contractor agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures. See 45 CFR 164.502(b), 45 CFR 164.514(d).
- d. Contractor may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by County.
- e. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement and the Scope of Engagement.
- f. Contractor agrees to report to County any use or disclosure of the Protected Health Information not authorized by this Agreement and the Scope of Engagement.
- g. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- h. If Contractor has Protected Health Information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Contractor has Protected Health Information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in the Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of County, available to the County at the request of the County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Agreement, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- n. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Contractor shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Contractor shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Contractor shall also notify affected individuals and the media of a qualifying breach.
- q. Contractor understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Agreement and the Scope of Engagement, the underlying contract as or required by law.

### Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in this Agreement and the Scope of Engagement, provided that such use or disclosure would not violate the Privacy Rule if done by County.

### Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so disclosed by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement and the Scope of Engagement provides for, data aggregation or management and administrative activities of Contractor.

### Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County, that Contractor maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible; Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protection Health Information.

## Miscellaneous

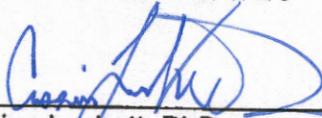
- a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Contractor under this Agreement shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.

## Contract Term

The term of this Business Associate Agreement shall be from July 30, 2017, to July 30, 2021, unless terminated earlier by the County.

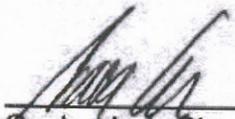
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hands.

COUNTY OF SAN MATEO

By:   
Cassius Lockett, PhD  
Director of Public Health, Policy and Planning

Date: 9.8.17

LIFEMOVES

 Craig Carter CEO  
Contractor's Signature

Date: 9.7.17

## EXHIBIT A – SCOPE OF ENGAGEMENT

The “Scope of Engagement” between the County and Contractor is as described as follows:

1. Information sharing between the Health System and LifeMoves shall extend from the date of signature to July 30, 2021 for the purposes of the Whole Person Care Pilot and shall include all Health System divisions participating including the Whole Person Care Pilot including the Bridges to Wellness Team and the Street Medicine Team
2. Information that shall be shared includes: name of individual, last known location of individual, housing status, DOB, known barriers to engagement and housing, status of housing subsidies/vouchers, information on utilization data relevant to outreach and engagement and housing services received.
3. Contractor shall share this information with Health System staff for the purposes of assisting Health System staff to identify and locate homeless individuals in need of service. Health System staff shall share this information with LifeMoves for the purposes of locating and serving homeless individuals.
4. The contractor shall maintain their own physical records at their site and/or through their electronic record keeping system. Information will be shared verbally between appropriate Health System staff and LifeMoves staff.

**AMENDMENT TO THE BUSINESS ASSOCIATE AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND LIVEMOVES**

THIS AMENDMENT TO THE BUSINESS ASSOCIATES AGREEMENT  
between the COUNTY OF SAN MATEO, hereinafter called "County," and  
LIVEMOVES" hereinafter called "the Contractor" located at 181 Constitution  
Drive Menlo Park, CA 94025;

W I T N E S S E T H:

WHEREAS, the parties entered into a Business Associates Agreement (BAA) for  
Whole Person Care services on September 8, 2017; and

WHEREAS, the parties wish to amend the BAA between the County of San  
Mateo and LiveMoves to make explicit the participating divisions within the San  
Mateo County Health and the need to share photographs necessary for the  
Contractor to deliver community health outreach services in accordance with the  
Agreement between the County of San Mateo and LiveMoves;

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

1. Section 1 of Exhibit A is amended and now reads,

“Information sharing between the Health System and LiveMoves shall extend from the date of signature to June 30, 2021 for the purposes of the Whole Person Care Pilot and shall include all San Mateo County Health divisions participating including San Mateo Medical Center (SMMC), Behavioral Health and Recovery Services (BHRS), Correctional Health Services (CHS), Aging and Adult Services (AA&S) and Public Health Policy and Planning (PHPP) and in particular the Bridges to Wellness Team and the Street Medicine Team.”

2. Section 2 of Exhibit B is amended to include sharing of photographs and now reads,

“Information that shall be shared includes: name of individual, Date of Birth (DOB), photographs, known barriers to engagement and housing, medical, mental health and functional barriers to housing, information on utilization data relevant to outreach and engagement and housing services received.

All other terms and conditions of the Business Associate Agreement dated September 8, 2017 between the County and LiveMoves shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date of this Agreement.

CONTRACTOR

LiveMoves

By:   
Signature

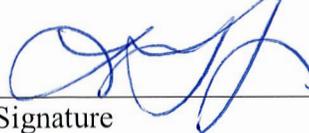
Craig Barber  
Print Name

Title: CFO

Date: 10-24-19

COUNTY

San Mateo County Health

By:   
Signature

LOUISE F. ROGERS

Title: CHIEF, HEALTH SYSTEM

Date: 10/31/19

# 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:

Brian Greenberg

Name of Contractor(s):

Lifemoves

Street Address or P.O. Box:

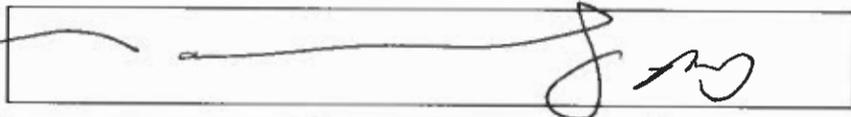
181 Constitution Drive

City, State, Zip Code:

Menlo Park, CA 94025

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

Signature:



Title of Authorized Official:

V.P. Programs and Services

Date:

5/27/20

\*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."