

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
VOICES OF RECOVERY SAN MATEO COUNTY**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Voices of Recovery 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 consumer-operated self-help and peer-support, peer recovery supports and community integration, and wellness and recovery 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
- Exhibit C—Contractor's FY 2020-22 Budget
- Attachment E—Fingerprinting Certification
- 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 EIGHT HUNDRED TWENTY-NINE

THOUSAND ONE HUNDRED THIRTY-FOUR DOLLARS (\$829,134). 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, 2022.

**5. Termination**

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health 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.

**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: Melina Cortez/BHRS Analyst  
Address: 310 Harbor Blvd., Belmont, CA 94002  
Telephone: (650) 802-6535  
Facsimile: (650) 802-6440  
Email: [macortez@smcgov.org](mailto:macortez@smcgov.org)

In the case of Contractor, to:

Name/Title: Ray Mills/Executive Director  
Address: 310 Harbor Blvd., Belmont, CA 94002  
Telephone: (650) 630-4211  
Facsimile: (650) 802-6440  
Email: [mills@vorsmc.org](mailto:mills@vorsmc.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:

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

VOICES OF RECOVERY SAN MATEO COUNTY

  
\_\_\_\_\_  
Contractor's Signature

Date: 8/4/2020

EXHIBIT A – SERVICES  
VOICES OF RECOVERY SAN MATEO COUNTY  
FY 2020 – 2022

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Recovery Support Services

1. Voices of Recovery San Mateo County (VORSMC) will operate as an independent organization for recovery support services. Contractor shall provide recovery support services and other duties as assigned. In addition, Contractor shall provide a work plan of these services as approved by the Director of Behavioral Health and Recovery Services (BHRS). Such services shall be in collaboration with the San Mateo County recovering community, clients, Alcohol and Other Drug (AOD) providers, and San Mateo County BHRS AOD staff. Any changes to services, or outreach and educational activities, described herein must be approved by the Director of BHRS or designee.
2. Target Population will include individuals and family members who are interested in or seeking, long term recovery from substance abuse disorders.
3. Services shall be provided as described below in a manner consistent with the terms and conditions of this Agreement.
  - a. Administrative
    - i. Contractor shall report on the agencies strategic plan for operation and continued development by January 1<sup>st</sup>.
    - ii. Organizational plan shall include cultural infrastructure and environmental aspects that will foster the development and promote the mission of VORSMC to provide quality recovery support services.
    - iii. Contractor shall maintain a Board of Directors that meets the needs of the By-laws of the agency.
  - b. Training
    - i. Contractor shall submit a staff training plan that includes scope of services, fiscal and administrative policies and procedures.
    - ii. Contractor shall provide oversight management and training needs in partnership with BHRS.

- c. Recruitment/Outreach
  - i. Contractor shall recruit, train, and provide a management plan for VORSMC volunteers and participants
  - ii. Contractor shall provide an outreach plan that includes the identification of new participants/volunteers.
  
- d. Supervision
  - i. Provide one (1) FTE Executive Director to manage operation of the organization.
  - ii. Provide one (1) FTE to work under the direction of the Program Director to oversee coordination of day to day operations and program administration. Such administrative duties shall include: human resources, program development and administrative needs.
  
- e. Program Schedule
  - i. A minimum of one (1) peer-led support group per week promoting wellness in Recovery.
  - ii. Provide monthly social activities for the recovery community.
  - iii. Provide center activities a minimum average of two (2) days per week. Activities can include training, outreach planning and VORSMC committee meetings.
  - iv. A schedule of program activities and an unduplicated count of participants shall be reported on a monthly basis.
  
- f. Registration
  - i. VORSMC will have a registration procedure for each member. Registration information will include the following:
    - 1) Member name
    - 2) Family member(s) name(s), address, and phone number for each name
    - 3) Emergency contact information for each name
    - 4) Referral source (agency, staff name and phone number if available)
    - 5) Race and/or ethnicity
    - 6) Preferred language(s) spoken
  - ii. All services shall be culturally and linguistically appropriate for the diverse cultural communities of the County.

B. Peer Recovery Supports and Community Integration

Contractor shall provide HPSM members, receiving MAT and other Whole Person Care services, peer recovery support to prevent relapse and promote long term recovery from SUDs. Contractor shall coordinate with other SUD treatment providers to develop a referral process for clients transitioning into recovery and who could benefit from peer-to-peer support. Contractor will ensure the following services are provided:

1. Peer Recovery Coaching

- a. Peer Recovery Coaches provide one-on-one mentoring sessions with individuals in early recovery. Peer coaches are non-professional and non-clinical personal guides and/or mentors with life experience who work with individuals to achieve and sustain long-term recovery through meaningful connections to community resources for recovery, which may include but are not limited to: faith-based organizations, 12 steps programs, other indigenous and/or cultural communities of support, and other social and community recovery supports.
- b. Peer recovery coaches aid individuals in early recovery also help individuals navigate and connect to other resources needed to achieve sustained recovery including housing, education, employment, and other professional and non-professional services.

2. Wellness Recovery Action Plan Groups

Wellness Recovery Action Plan (WRAP) is an evidenced based practice to identify key recovery issues and plan for self-improvement. Developed with the help of a team of people with lived experience, WRAP guides participants through the process of identifying and understanding their personal wellness resources ("wellness tools"). The process helps participants develop an individualized plan to use these resources on a daily basis. It works by decreasing and preventing intrusive or troubling feelings and behaviors; increasing personal empowerment; improving quality of life, and helping people achieve their life goals.

- a. Contractor shall ensure that WRAP sessions are led by certified facilitators.
- b. Utilizing Peer Recovery Coaches, increase client participation in wellness and recovery activities to improve self-management, reduce relapse, and increase social supports by linking clients to community recovery supports, and

linkages to services to help meet basic needs, housing, employment, etc.

- c. Contractor will collect and report on data and work with BHRS to determine long and short-term client outcomes and to evaluate the overall project.

### 3. Reporting Requirements for Peer Recovery Support Services

- a. Peer Coaches
  - i. Number of direct service hours (one-to one coaching)
  - ii. Number of unduplicated participants
  - iii. Number and type of linkages to recovery supports
  - iv. Number and type of linkages for basic needs, housing, health, employment services and supports.
- b. WRAP Groups
  - i. Schedule of program activities
  - ii. Number of WRAP sessions
  - iii. Number of WRAP cycles (8-10 session/cycle)
  - iv. Number of unduplicated participants
  - v. Number of direct staff service hours dedicated to MAT participants
  - vi. Number of staff hours dedicated to MAT Project

### C. Criminal Justice Realignment

1. A VORSMC staff member will meet with Service Connect Consumers at 550 Quarry Road, San Carlos, at a designated time to recruit VORSMC participants. This meeting will be held once a week, for up to two (2) hours.
2. Contractor will provide Wellness Recovery Action Plan (WRAP) groups conducted by certified facilitators.
3. Contractor will conduct weekly WRAP group sessions with eight (8) to ten (10) realignment participants. Each WRAP group session will run for a nine (9) to ten (10) week cycle.
4. Contractor will be responsible for conducting four (4) WRAP cycles and each WRAP cycle will run for nine (9) to ten (10) weeks. Contractor will identify a minimum of twenty-five (25) participants with completed individualized WRAP plans.
5. Contractor will be available to consult with Service Connect staff to develop outreach strategies for engaging realignment participants in WRAP planning.

6. Contractor's goals will assume adequate access to the realignment population for purposes of recruitment.

D. Drug Court and 11550 Funded Services

The WRAP group described below is a self-managed recovery system developed to incorporate wellness tools and strategies. WRAP is designed to:

1. Strengthen the recovery process
2. Assist in achieving life goals and dreams
3. Increase personal empowerment
4. Decrease and prevent intrusive or troubling feelings and behaviors
5. Improve the quality of life

Contractor shall provide WRAP group sessions to Drug Court clients as they re-integrated back into the community, during the Aftercare phase of treatment. Each WRAP group session will be made up of ten (10) to sixteen (16) Drug Court participants and run for eight (8) to ten (10) weeks. Contractor shall provide a total of five (5) WRAP group sessions.

E. Wellness Recovery Action Plan

1. Health Ambassador WRAP Groups
  - a. Contractor shall facilitate one (1) ten (10) week WRAP group for the Health Ambassador Program (HAP), in a specified threshold language such as Spanish speaking, Tongan, or Pacific Islander, and shall facilitate one (1) ten (10) week WRAP group for HAP participants.
  - b. Each group or activity will follow a practice-based model of WRAP.
  - c. Groups will be facilitated by two (2) Voices of Recovery staff certified as a WRAP facilitator.
  - d. Contractor will coordinate the WRAP group including facilitation and materials needed for the full course. BHRS will secure the training location(s), childcare and refreshments/meals (if needed) for the courses.

- e. Contractor will collect and submit appropriate documentation of participants application forms, sign-in sheets, pre and post tests and attendance sheets along with monthly invoices. Participant forms will be submitted within two (2) weeks of receiving information from participants and will be reviewed by BHRS to ensure all forms are fully completed.

### 3. BHRS WRAP Training

Contractor shall provide WRAP Training to BHRS Staff and Contractors to include the following:

- a. Facilitate the monthly WRAP Facilitator meeting, including preparing the agenda and writing minutes of the meeting.
- b. Provide support and encouragement to WRAP Facilitators—answer questions and get resources in one-on-one meetings, phone calls, and emails as needed.
- c. Co-facilitate WRAP groups with newly certified WRAP Facilitators who need extra support as needed.
- d. Facilitate WRAP self-care groups for BHRS and contract staff such as the Holiday WRAP for staff and 2-3 hour team specific trainings. (6 team trainings and one larger training for staff per year)
- e. Provide orientations to WRAP for BHRS intern orientation and other staff orientations.
- f. Table at community events to promote WRAP (e.g. Recovery Resource Fair, the Recovery Happens Picnic, May Mental Health Awareness Month kickoff event, and other events as needed).
- g. Organize an annual WRAP half-day retreat.
- h. Market WRAP to the BHRS community through writing 2 Wellness Matters articles, 4 blogs, posting up-to-date WRAP information on the BHRS website, and developing and maintaining brochures in English and Spanish, etc.
- i. Generate WRAP outcomes: 1) unduplicated persons attending WRAP groups, 2) number of groups per year, 3) number of trained facilitators, and 4) number of facilitators actively doing groups.

- j. Maintain a list of closed and open WRAP groups and post them online.
- k. Produce annual WRAP report at the end of the fiscal year.
- l. Organize WRAP Trainings: logistics, trainers, applications and all materials needed for the training.
  - i. WRAP two-day training (1-2 times per year);
  - ii. WRAP five-day certification training (1-2 times per year); and
  - iii. Re-certification training (required every two years to maintain certification) (1 time per year).
- m. Assist individuals applying for an Advanced Facilitator Training by:
  - i. Reviewing requirements;
  - ii. Providing feedback on written application;
  - iii. Assisting with the 20-minute videotape requirement; and
  - iv. Collecting evaluations.
- n. Assist in collecting surveys/data as needed (e.g. pre and post-tests) for WET/ODE.
- o. Stay up-to-date and in contact with the Copeland Center in order to report back changes in curriculum requirements to WRAP facilitators and BHRS.
- p. Contractor will coordinate and cover all necessary components of WRAP groups including facilitation, materials and refreshments. BHRS will secure the training location(s).

#### 4. Facilitator Reporting Requirements

As a WRAP trainer, Contractor is required to submit final written results to substance use disorder treatment facilities receiving WRAP services for the following:

- 1. tuberculosis test;
- 2. physical examination; and
- 3. fingerprinting certification.

Such written results shall be kept on file by the Contractor and the substance use treatment facilities receiving WRAP services.

#### F. Recovery Happens

BHRS celebrates Recovery Happens in the month of September, hosting a variety of educational and entertainment events, honoring individuals and families in long-term recovery. County shall reimburse Contractor for expenses related to such events. Contractor shall submit itemized invoices for reimbursement and are subject to approval of the BHRS Manager.

## II. ADMINISTRATIVE AND REPORTING REQUIREMENTS

A. Contractor shall report monthly progress, that will be included with the monthly invoice for payment. Such reporting shall be submitted as follows to Erica Britton at [ebritton@smcgov.org](mailto:ebritton@smcgov.org) and Melina Cortez at [macortez@smcgov.org](mailto:macortez@smcgov.org), pending approval of payment. Reporting shall include the following:

1. Outreach plan identifying new participants/volunteers.
2. Detailed description of educational, outreach and peer support groups promoting wellness and recovery.
3. Provide monthly the number of social activities and a detailed description of social activities for the recovery community.
4. Detailed description of center schedule and activities.
5. Provide a monthly schedule of program activities and an unduplicated count of participants shall be reported on a monthly basis.
6. Provide a monthly schedule of program activities and an unduplicated count of Drug Court participants shall be reported on a monthly basis.

### B. Program Attendance

Contractor shall keep records for all services offered. Contractor shall provide to County the total number of participants in all programs/activities monthly, as well as an unduplicated count of participants in programs/services monthly.

### C. Quality Management and Compliance

#### 1. Audits

Behavioral Health and Recovery Services QM may conduct audits of Contractors. Contractor is required to provide either the original or copies of service documents, including all other documentation upon request.

2. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

3. Compliance with HIPAA, Confidentiality Laws, and PHI Security

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;

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

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

4. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

5. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy #93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can

be found online at: <http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01>. BHRIS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRIS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

6. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRIS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRIS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRIS clients. Contractor may utilize BHRIS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

7. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
2. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment.

8. Minimum Staffing

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

D. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at [ode@smcgov.org](mailto:ode@smcgov.org).

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30 of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)

- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM at [ode@smcgov.org](mailto:ode@smcgov.org) to plan for appropriate technical assistance.

### III. GOALS AND OBJECTIVES

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

Goal 1: Increase client participation in all peer support/recovery activities.

Objective 1: Contractor shall increase client attendance to peer support/recovery activities by ten percent (10%) per activity, from the prior year.

Goal 2: Increase client participation in pre and post-test to evaluate the effectiveness of WRAP Sessions.

Objective 2: Contractor shall increase client participation in the pre-test, and through the wrap session help the client identify their own warning or triggers.

Data collection to be completed by Contractor.

Goal 1: Contractor will continue implementation of data management system.

Objective 1: Contractor will continue implementation and use of data management system to help track and report client data.

Goal 2: Outreach to referral agencies such as, but not limited to, Probation Department, specialty courts, NAMI and other agencies.

Objective 2: Contractor shall make outreach presentations to at least ten (10) different agencies annually.

\*\*\* END OF EXHIBIT A \*\*\*

EXHIBIT B – PAYMENTS AND RATES  
VOICES OF RECOVERY SAN MATEO COUNTY  
FY 2020 – 2022

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed EIGHT HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED THIRTY-FOUR DOLLARS (\$829,134).

B. Recovery Support Services

For Recovery Support Services as described in Paragraph A of Exhibit A, County shall be obligated to pay a maximum of FOUR HUNDRED TWENTY-ONE THOUSAND FIFTY-TWO DOLLARS (\$421,052) for the term of the agreement.

1. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or SEVENTEEN THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS (\$17,544), not to exceed TWO HUNDRED TEN THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS (\$210,526). Contractor shall submit an itemized list of services provided for the billing month.
2. For the term July 1, 2021 through June 30, 2022, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or SEVENTEEN THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS (\$17,544), not to exceed TWO HUNDRED TEN THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS (\$210,526).

Contractor shall submit an itemized list of services provided for the billing month.

C. Peer Recovery Supports and Community Integration

For Peer Recovery Supports and Community Integration services as described in Paragraph B of Exhibit A, County shall pay Contractor a maximum of ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$192,524) for the term July 1, 2020 through June 30, 2021.

1. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or SIXTEEN THOUSAND FORTY-FOUR DOLLARS (\$16,044), not to exceed ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$192,524). Contractor shall submit an itemized list of services provided for the billing period.

D. Criminal Justice Realignment

For Criminal Justice Realignment Services as described in Paragraph B of Exhibit A, County shall be obligated to pay a maximum of EIGHTY-THREE THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS (\$83,554) for the term of the agreement.

1. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or THREE THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS (\$3,481), not to exceed FORTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS (\$41,777). Contractor shall submit an itemized list of services provided for the billing month.
2. For the term July 1, 2021 through June 30, 2022, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or THREE THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS (\$3,481), not to exceed FORTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS (\$41,777). Contractor shall submit an itemized list of services provided for the billing month.

E. Drug Court and 11550 Funded Services

For Drug Court and 11550 Funded Services as described in Paragraph C of Exhibit A, County shall be obligated to pay a maximum of SIXTY-THREE THOUSAND FOUR DOLLARS (\$63,004), for the term of the agreement. Services will be reimbursed on a fee for service basis. Contractor shall submit an itemized list of services provided for the billing month.

1. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid a total of THIRTY-ONE THOUSAND FIVE HUNDRED TWO DOLLARS (\$31,502).
2. For the term July 1, 2021 through June 30, 2022, Contractor shall be paid a total of THIRTY-ONE THOUSAND FIVE HUNDRED TWO DOLLARS (\$31,502).

F. Wellness Recovery Action Plan

For Wellness Recovery Action Plan (WRAP) Services as described in Paragraph E of Exhibit A, County shall be obligated to pay a maximum of SIXTY-FIVE THOUSAND DOLLARS (\$65,000), for the term of the agreement.

1. Health Ambassador WRAP Groups

- a. For the term July 1, 2020 through June 30, 2021, County shall pay Contractor, upon completion FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500) per ten (10) week course, for a maximum of NINE THOUSAND DOLLARS (\$9,000) for the facilitation of two (2) ten (10) week WRAP groups. Contractor shall submit an itemized list of services provided for the billing month.
- b. For the term July 1, 2021 through June 30, 2022, County shall pay Contractor, upon completion FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500) per ten (10) week course, for a maximum of NINE THOUSAND DOLLARS (\$9,000) for the facilitation of two (2) ten (10) week WRAP groups. Contractor shall submit an itemized list of services provided for the billing month.

3. BHRS Training

- a. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid one-twelfth (1/12) per month or ONE THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$1,872), not to exceed TWENTY-TWO THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$22,460). Contractor shall submit an itemized monthly invoice to the WET Coordinator that details a summary of the charges for the month of service.
- b. For the term July 1, 2021 through June 30, 2022, Contractor shall be paid one-twelfth (1/12) per month or ONE THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$1,872), not to exceed TWENTY-TWO THOUSAND FOUR

HUNDRED SIXTY DOLLARS (\$22,460). Contractor shall submit an itemized monthly invoice to the WET Coordinator that details a summary of the charges for the month of service.

4. Facilitator Requirements

- a. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid ONE THOUSAND FORTY DOLLARS (\$1,040) for State reporting requirements. Contractor shall submit itemized invoices for reimbursement and are subject to approval of the BHRS Manager.
- b. For the term July 1, 2021 through June 30, 2022, Contractor shall be paid ONE THOUSAND FORTY DOLLARS (\$1,040) for State reporting requirements. Contractor shall submit itemized invoices for reimbursement and are subject to approval of the BHRS Manager.

G. Recovery Happens

The maximum amount that County shall be obligated to pay for event expenses shall not exceed FOUR THOUSAND DOLLARS (\$4,000), for the term of the agreement.

1. For the term July 1, 2020 through June 30, 2021, Contractor shall be reimbursed up to TWO THOUSAND DOLLARS (\$2,000) for Recovery Happens expenses. Contractor shall submit an itemized invoice for reimbursement and is subject to approval by the BHRS Manager.
2. For the term July 1, 2021 through June 30, 2022, Contractor shall be reimbursed up to TWO THOUSAND DOLLARS (\$2,000) for Recovery Happens expenses. Contractor shall submit an itemized invoice for reimbursement and is subject to approval by the BHRS Manager.

H. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

I. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

J. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term

and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

- K. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- L. In the event this Agreement is terminated prior to June 30, 2022, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.
- M. Monthly Invoice and Reporting

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received one hundred eighty (180) days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.

Claims and reports are sent to:  
(Recovery Support Services, Criminal Justice Realignment, and Drug Court)

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

Claims and reports are sent to:  
(Wellness Recovery Action Plan)

County of San Mateo  
Behavioral Health and Recovery Services  
Attn: Contracts Unit  
2000 Alameda de las Pulgas, Suite 280  
San Mateo, CA 94403

N. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.

O. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

P. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

Q. Cost Report

Contractor will submit to County a final/year-end Cost Report no later than August 20<sup>th</sup> for fiscal year 2020 – 2021 and 2021 – 2022.

R. Invoice Certification and Program Integrity

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

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

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_ 20\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_”

\*\*\* END OF EXHIBIT B \*\*\*

Organization Name:  
Area:  
Fiscal Year Period:

Voices of Recovery San Mateo County  
Exhibit C - County Program Budget  
07/01/2020-06/30/2022

	2020-2021	2021-2022	Total
<b>Revenue</b>			
Recovery Support Services	\$ 210,526.00	210,526.00	\$ 421,052.0
Peer Recovery Supports and Community Integration (WPC)	192,524.00	-	192,524.00
Criminal Justice Realignment	41,777.00	41,777.00	83,554.00
Drug Court (TLC)	31,502.00	31,502.00	63,004.00
WRAP	22,460.00	22,460.00	44,920.00
Health Adbassador	9,000.00	9,000.00	18,000.00
Facilitator Training	1,040.00	1,040.00	2,080.00
Recovery Happens	2,000.00	2,000.00	4,000.00
Reserve fund	28,338.10		28,338.10
<b>Total Revenue</b>	<b>539,167.10</b>	<b>318,305.00</b>	<b>857,472.10</b>
<b>Staff Salary and Fringe Benefit</b>			
Salary	408,188.24	408,188.24	\$ 816,376.5
Vacation	8,163.76	8,163.76	\$ 16,327.5
Social Security	25,813.82	25,813.82	\$ 51,627.6
Medicare	6,037.10	6,037.10	\$ 12,074.2
SUTA	4,163.52	4,163.52	\$ 8,327.0
Health Insurance	31,758.39	31,758.39	\$ 63,516.8
Other Benefit			
<i>Total Salaries and fringe benefits</i>	<b>\$ 484,124.8</b>	<b>\$ 484,124.8</b>	<b>\$ 968,249.7</b>
<b>Other operating expenses</b>			
Directors & Officers Liability Insurance	1,953.60	1,953.60	\$ 3,907.2
Payroll Service	2,239.86	2,239.86	\$ 4,479.7
Accounting Services	-	-	\$ -
Bank Charges	-	-	\$ -
Dues & Subscriptions	-	-	\$ -
Accounting Software	1,576.08	1,576.08	\$ 3,152.2
Office Supplies	3,716.16	3,716.16	\$ 7,432.3
Postage	-	-	\$ -
Program Supplies	8,790.29	8,790.29	\$ 17,580.6
Telephone	7,691.47	7,691.47	\$ 15,382.9
Travel/Mileage	4,151.96	4,151.96	\$ 8,303.9
Contractor	-	-	\$ -
Training and Conferences	2,359.28	2,359.28	\$ 4,718.6
Donations & Contributions	-	-	\$ -
Board Meeting Expenses	-	-	\$ -
Annual Event	9,800.00	9,800.00	\$ 19,600.0
Equipment	-	-	\$ -
Rent Expense	10,763.57	10,763.57	\$ 21,527.1
Special events	2,000.00	2,000.00	\$ 4,000.0
Administrative OH	-	-	\$ -
Other Expenses	-	-	\$ -
<i>Total operating expenses</i>	<b>55,042.27</b>	<b>55,042.27</b>	<b>110,084.55</b>
<b>Total expenses</b>	<b>539,167.11</b>	<b>539,167.11</b>	<b>1,078,334.22</b>
<b>Under (Over)</b>	<b>(0.0)</b>	<b>(220,862.1)</b>	<b>(220,862.1)</b>

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

- a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Voices of Recovery San Mateo County

Name of Contractor

*S. J. Heath*

Signature of Authorized Official

Sharon Heath

Name (please print)

Assistant Exec Director

Title (please print)

7/27/20

Date

**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:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date:

\*Exception: DHHS regulations state that: "if a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."