

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF DALY CITY**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and City of Daly City, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of the professional services hereinafter described for the Behavioral Health and Recovery Services and Family Health Services.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment E—Fingerprinting Certification

Attachment H— Health Insurance Portability and Accountability Act (HIPAA)

Attachment I— 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED SEVENTY SEVEN THOUSAND SIX HUNDRED NINETY SEVEN DOLLARS (\$377,697).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2008 through June 30, 2010.

This Agreement may be terminated by Contractor, the Health Department Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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 there under, as amended, and will comply with the Business Associate requirements set forth in Attachment “H,” and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its

employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County to:
Behavioral Health and Recovery
Services Division
225 37th Avenue
San Mateo, California 94403

In the case of Contractor, to:
City of Daly City
Parks and Recreation
111 Lake Merced Boulevard
Daly City, California 94015

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF DALY CITY

Contractor's Signature

Date: _____

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

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

- a. *Designated Record Set.* “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information.* “Electronic Protected Health Information” (“E PHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *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).
- d. *Privacy Rule.* “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* “Required by law” shall have the same meaning as the term “required by law” in Section 164.501.
- g. *Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* “Security Incident” 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 Business Associate
- i. *Security Rule.* “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

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 or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. 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.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. 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 the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. 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.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a 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.
- h. 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, or at the request of the County to 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.
- i. 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.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, 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.
- k. 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.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. 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.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; 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 done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement 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. 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 Schedule 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 Schedule 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 Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule 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

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Exhibit "A"

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

Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

A. Mental Health Counselor Services

Contractor shall provide the services of a full-time, licensed mental health counselor for clients of Our Second Home.

B. Nutrition Education Services to be performed by Our Second Home:

1. Contractor will conduct three four-week series of classes on nutrition for a total of 12 classes to a minimum of 50 low-income adults with children aged seven and under. Two of the four week series of classes will target families with young children and one will target family child care providers. Tasks to be completed by the contractor include:
 - a. Adapt the curricula to the audience based on an assessment of participants' knowledge, cultural background, and interests;
 - b. Offer classes for an hour and a half either in the evening or during the morning preschool program to stay-at-home parents and caregivers of preschool children;
 - c. Provide free child care during all classes;
 - d. Conduct classes in English, Spanish, and/or Tagalog if there is interest and teacher availability; and
 - e. Integrate the new San Mateo County preschool/child care nutrition, physical activity, and TV viewing standards into the curriculum.
2. Participants will complete a pre-class assessment of their nutrition knowledge and family behaviors at the beginning of each four-week series as well as a post-class assessment.
3. Contractor will maintain a sign-in sheet for all classes.

4. Contractor will provide a report at the end of each series of classes that describes the specific lessons taught, the number of participants who attended each class, and the results from pre and post-class assessments.

C. The Daly City Collaborative Services

The Daly City Collaborative (DCC) will assist the Health Department in meeting its objectives through the following responsibilities:

1. Identify community health issues of concern to members of the Daly City community and bring them to the attention to the Health Department through the DCC's operating and coordinating committee structures.
2. Incorporate feedback from the Health Department, offered through participation in the operating and coordinating committees, into community planning and collaboration efforts serving the Daly City community.
3. Serve as a link to the Daly City community for efforts sponsored by the Health Department.
4. Work in partnership with the Health Department on health issues affecting the Daly City community.

D. Family Health Community Worker Services

For the period of July 1, 2008 to June 30, 2009:

1. Contractor shall provide one (1) community worker, who shall be assigned to the Family Health Prenatal to Three Initiative "Low-Mod" Team, and provide the following services: Case management, community outreach, home visiting, support groups, parenting classes, and training of health care providers on child health and development.
2. The community worker shall be an employee of Contractor. There shall be no employer/employee relationship between the County and the community worker. If County determines that County does not want to use the services of this particular community worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be based on a 40-hour work week.

3. The community worker shall be assigned to locations determined by County. Contractor shall provide a workstation at Contractor's facility with a phone. The community worker shall have his/her own voice mailbox at the Contractor's agency. The community worker shall comply with County and Health Department policies regarding appropriate work attire.
4. Contractor shall provide staff supervision, including supervision regarding work performance and conduct on the job. Contractor shall provide yearly performance evaluations, with input from the County. Contractor shall provide County with at least two weeks to complete input on performance evaluations.
5. With input from County, Contractor shall assure that the community worker meets minimum productivity requirements for Targeted Case Management (TCM) billable encounters and program duties. A TCM billable encounter is a face-to-face visit that includes completing and documenting one or more of the following service components: assessment; development of a written, comprehensive, individualized service plan; linkage and consultation; assistance with accessing services; crisis assistance planning; and periodic review. The community worker shall provide a minimum of twenty (20) billable encounters per week, with exceptions for participation in mental health groups, Touchpoint groups, Touchpoints coordination, and parenting classes. With other activities, the community worker shall provide a minimum of fifteen (15) billable encounters per week. Contractor shall inform County in advance of community worker participation in non-Pre-3 activities. Meeting minimum billable encounter requirements shall be a priority over participation in non-Pre-3 activities.
6. Contractor shall provide the community workers with an extensive orientation to Our Second Home to help them become familiar with policies, procedures, and forms used by staff members.
7. The community worker shall be a fully functioning member of the Contractor's staff.

8. County shall be responsible for the assignment of families for case management, other job responsibilities, and training pertaining to the daily job functions of the community worker. Contractor shall be responsible for training and expenses related to career development. County shall provide the case management forms and other forms needed and used by the community worker in relation to his/her job description.
9. Contractor agrees to comply with the State Department of Health Services (DHS) regulations and policies regarding TCM and/or Medi-Cal Administrative Activities as outlined in the Contract between DHS and the Local Government Agency, namely County. Community workers shall participate in an annual time survey and shall document their daily activities through charting, including how delivered services comply with DHS guidelines for TCM-eligible encounters.
10. Contractor shall provide monthly reports to County, including a brief narrative describing the community worker's activities as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.
11. Contractor shall meet with County a minimum of three times per fiscal year during the contract period.
12. Contractors receiving Family Health Services shall receive services in a timely manner and be satisfied.
 - a. Contractor shall provide services with 90% of customers rating their services as good or better as measured by the client satisfaction survey administered by Family Health Services.
 - b. Contractor shall provide services to customers in a timely manner at least 90% of the time as measured by the client satisfaction survey administered by Family Health Services.

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Exhibit B

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

- I. Payments for Mental Health Counselor Services
 - A. For the period January 1, 2008 through June 30, 2008, for the Mental Health Counselor services described in Paragraph I.A. of Exhibit A, County shall pay Contractor for actual costs not to exceed SEVENTY FIVE THOUSAND DOLLARS (\$75,000). Payment for these services shall be made monthly for actual costs incurred by Contractor.
 - B. Payment for the period July 1, 2008 through June 30, 2009, for the Mental Health Counselor services described in Paragraph I.A. of Exhibit A, County shall pay Contractor for actual costs not to exceed SEVENTY FIVE THOUSAND DOLLARS (\$75,000). Payment for these services shall be made monthly for actual costs incurred by Contractor.
 - C. Payment for the period July 1, 2009 through June 30, 2010, for the Mental Health Counselor services described in Paragraph I.A. of Exhibit A, County shall pay Contractor for actual costs not to exceed SEVENTY FIVE THOUSAND DOLLARS (\$75,000). Payment for these services shall be made monthly for actual costs incurred by Contractor.
 - D. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. The original of the invoice should be mailed to Accounting Department/Behavioral Health and Recovery Services, San Mateo County Health Department, 225 – 37th Avenue, San Mateo, 94403.
- II. Payments for Nutrition Education Services to be performed by Our Second Home

- A. Payment for the period January 1, 2008 through June 30, 2008, for the nutrition education services performed by Our Second Home in Daly City and Northern San Mateo County as described in Paragraph I.B. of Exhibit A, County shall pay Contractor an amount not to exceed TEN THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$10,380). Payment for these services shall be made in the amount of \$2,595 for each completed four-week class.:
- B. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. The original of the invoice should be mailed to Accounting Department/Health Policy and Planning, San Mateo County Health Department, 225 – 37th Avenue, San Mateo, 94403.

III. Payments for The Daly City Collaborative Services

- A. Payment for the period January 1, 2008 through June 30, 2008, for the services performed by The Daly City Collaborative as described in Paragraph I.C. of Exhibit A, County shall pay Contractor an amount not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000). Payment for these services shall be made monthly in the amount of \$4,166.66.
- B. Payment for the period July 1, 2008 through June 30, 2009, for the services performed by The Daly City Collaborative as described in Paragraph I.C. of Exhibit A, County shall pay Contractor an amount not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000). Payment for these services shall be made monthly in the amount of \$4,166.66.
- C. Payment for the period July 1, 2009 through June 30, 2010, for the services performed by The Daly City Collaborative as described in Paragraph I.C. of Exhibit A, County shall pay Contractor an amount not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000). Payment for these services shall be made monthly in the amount of \$4,166.66.
- D. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. The original of the invoice should be mailed to Accounting Department/Health Policy and Planning, San Mateo County Health Department, 225 – 37th Avenue, San Mateo, 94403.

IV. Payments for Family Health Community Worker Services

- A. Payments for the period of July 1, 2008 to June 30, 2009, for the Family Health services described in Paragraph I.D. of Exhibit A, County shall pay total funding for the community worker services which shall not exceed SIXTY SEVEN THOUSAND TWO HUNDRED NINETY SIX DOLLARS (\$67,296). For these services, the Contractor shall be paid FIVE THOUSAND SIX HUNDRED EIGHT DOLLARS (\$5,608) at the end of each month beginning July 1, 2008.
- B. For the Family Health services described in Paragraph I.D. of Exhibit A, Contractor shall submit all invoices utilizing the invoice form provided by the County. Invoices are due by the 15th of the month for services provided in the previous month. The original of the invoice should be mailed to Accounting Department/Family Health Services, San Mateo County Health Department, 2000 Alameda de las Pulgas, Suite 200, San Mateo, 94403.

V. For All Services

- A. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE HUNDRED SEVENTY SEVEN THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS (\$377,676).
- B. The Director of Health is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than TWENTY FIVE THOUSAND \$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.
- C. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- D. In the event this Agreement is terminated prior to June 30, 2010, the Contractor shall be paid for services already provided pursuant to this Agreement.

E. 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.

F. Claims Certification and Program Integrity

1. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.
2. The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”