



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: June 30, 2011
BOARD MEETING DATE: July 26, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health & Recovery Services

SUBJECT: Agreement with Heart and Soul

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A) President of the Board to execute an Agreement with Heart and Soul for the provision of consumer-run peer-support services for the term July 1, 2011 through June 30, 2012, for a maximum obligation of \$356,901; and
- B) Authorizing the Chief of the Health System or designee 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.

BACKGROUND:

Consumer-operated self-help peer-support services have been identified in the President's New Freedom Commission on Mental Health Report as critical components of effective community mental health systems. They are also cited as a key service strategy in the Mental Health Services Act requirements. These services are essential to supporting consumers as they progress through all phases of wellness/recovery, including periods of relapse. Peer-support services are cost effective and have been found to reach and engage mental health clients who otherwise may not be able to participate in community activity programs on their own. In 2009 Heart and Soul was established as an independent 501 (c)(3) consumer-run organization to provide consumer peer-support and self-help services in San Mateo County. In 2010 your Board approved a two-year waiver to the Request for Proposal process for peer-support services performed by Heart and Soul. Behavioral Health and Recovery Services (BHRS) has contracted with Heart and Soul for the provision of these services since 2009.

DISCUSSION:

Heart and Soul has increased their capacity to operate as an independent provider of consumer-run peer-support services. Heart and Soul provides peer-support services at five locations in the County. Stigma reduction informational presentations will also be

provided by this contractor. Heart and Soul is the sole source provider of consumer-run peer-support and self help services in San Mateo County.

The Agreement and Resolution have been reviewed and approved by County Counsel. The Contractor's insurance has been reviewed and approved by Risk Management.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

The Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing consumer-run peer-support services for adults and transition-age youth. BHRS provides a range of services to support consumers as they progress through all phases of wellness/recovery, and through periods of relapse. The provision of consumer-run peer-support services is one established level of support. The services provided contribute to this measure. It is anticipated that 90% of clients who receive services will rate services as good or better.

Performance Measure:

Measure	FY 2010-11 Estimate	FY 2011-12 Projected
Percentage of customer survey respondents who rate services as good or better.	90%	90%

FISCAL IMPACT:

The term of the Agreement is July 1, 2011 through June 30, 2012 and the maximum obligation is \$356,901. Of that amount, sales tax through Realignment will fund \$256,901 of the cost and the Net County Cost will be \$100,000. Funds for these services will be included in the BHRS tentatively Adopted FY 2011-12 Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH HEART AND SOUL FOR THE PROVISION OF CONSUMER-RUN PEER-SUPPORT SERVICES FOR THE TERM JULY 1, 2011 THROUGH JUNE 30, 2012, FOR A MAXIMUM OBLIGATION OF \$356,901; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE 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

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby Heart and Soul shall provide consumer-run peer-support services for the term of July 1, 2011 through June 30, 2012, for a total obligation of \$356,901; and

WHEREAS, this Board has approved the Agreement as to both form and content and desires to enter into the Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is hereby 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.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
HEART AND SOUL**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and HEART AND SOUL 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 professional 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
- Exhibit C—Contractor FY 2011-12 Budget
- 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 FIFTY-SIX THOUSAND NINE HUNDRED ONE DOLLARS (\$356,901).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

This Agreement may be terminated by Contractor, the Chief of the Health System 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 County 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 County 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 I 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	\$0

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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. Further, Contractor certifies that the Contractor 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.

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 Contractor 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 and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

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

In the case of Contractor, to:
Heart and Soul
500-A Second Avenue
San Mateo, CA 94401

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

Signature page to follow.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

HEART AND SOUL

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

EXHIBIT A - SERVICES
HEART AND SOUL
FY 2011 – 2012

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

I. OVERSIGHT & MANAGEMENT OF CONSUMER-RUN ORGANIZATION

Peer-Support / Self-Help Services

Contractor shall provide consumer peer support and self-help services for consumers of Mental Health Services in San Mateo County. Contractor shall operate as a 501(c)(3) mental health consumer run organization (CRO).

A. Outcomes

1. Maintain an independent local 501(c)(3) mental health CRO with a multi-cultural Board of Directors.
2. Create organizational culture, structure and environment that will foster the development and promote the mission of the CRO to provide quality peer-support programs and services.

B. Peer-Support/Consumer-Run Services

Services shall be provided as described below in a manner consistent with the terms and conditions of this Agreement.

1. Contractor shall provide Program Director employee and program functions at multiple service sites.
2. CRO Executive Director shall work collaboratively with the BHRS Director of Consumer Affairs.
3. Activities shall be provided to San Mateo County consumers without cost at multiple locations throughout San Mateo County. Activities shall include the following:
 - a. Educational and social activities and a movie night.
 - b. A minimum of four (4) skill groups and/or educational groups weekly that include a weekly substance abuse support group.

- c. A schedule of program activities and an unduplicated count of participants on a monthly basis.
- C. Contractor shall continue development of the CRO. Such development shall be guided by the CRO Board of Directors, Management and participating mental health consumers. Ongoing development shall include the following:
 - 1. Contractor shall maintain and implement an outreach plan for identifying new consumer participants and further develop and maintain a consumer participant mailing list.
 - 2. Maintain consumer service center in San Mateo.
 - 3. Establish new self-help services with San Mateo Coastside Mental Health.
 - 4. Continued training and development of the CRO Board of Directors.
 - 5. Maintain personnel policies, job standards and compensation, operational procedures and accounting procedures.
 - 6. Provide services that are culturally and linguistically appropriate for the diverse cultural communities of the County.
 - 7. Provide services at multiple locations throughout the County, including County facilities, in order to maximize consumer access to services.
 - 8. Develop and distribute monthly calendars of groups and events.
 - 9. Provide services a minimum average of four (4) days per week, including at least one weekend day.
 - 10. Offer at least six (6) activities County-wide, including a minimum of two (2) weekend activities.
 - 11. Activities shall include but not be limited to arts, movie nights, socialization activities, community outings, and support groups. Support groups may include recovery-based skill groups, WRAP groups, and Dual Recovery Anonymous groups.

12. Contractor shall be involved in the development of community advocates. This shall include the enrollment of San Mateo consumers in the California Network of Mental Health Clients and taking an active roll in state wide issues in regards to mental health regulations and the Mental Health Services Act.
13. Contractor shall encourage consumers to enroll at the College of San Mateo and other consumer leadership development opportunities.

II. STIGMA REDUCTION SERVICES

- A. Contractor shall make community presentations designed to positively change the perception of mental illness. Presentations shall be made in San Mateo County in a variety of venues, as opportunities become available. Most presentations shall be made to providers of public and/or health services, service organizations, and to student groups. Examples of such venues may include: Rotary Clubs; middle, high school and college students; medical, dental, nursing and psychology students; and law enforcement. Presentations shall be made by groups of three to five presenters, all of whom shall have individual histories of mental illness or who are family members of persons with mental illness. No more than thirty two (32) presentations shall be made during the term of this agreement. Presentations shall be an average of ninety (90) minutes in length.
- B. Contractor shall seek new venues and opportunities to make presentations during the term of this Agreement. Outreach efforts shall be made to, but not limited to, faith-based organizations, service clubs and local advocacy organizations.

III. ADMINISTRATIVE REQUIREMENTS

A. Administering Satisfaction Surveys

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

B. Cultural Competency

1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.

2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.
 3. Contractor shall use good faith efforts to hire staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
- C. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.
- D. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bullet1.asp>

IV. GOALS AND OBJECTIVES

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

Satisfaction

Goal: To enhance clients' satisfaction with the services provided.

Objective 1: At least ninety percent (90%) of customer survey respondents will rate services as good or better.

Data collection to be completed by the County in cooperation with Contractor.

EXHIBIT B – PAYMENTS AND RATES
HEART AND SOUL
FY 2011 – 2012

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. Peer Support/Self Help Services

For Peer Support/Self Help services as described in Section III of Exhibit A County shall be obligated to pay a maximum of THREE HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS (\$334,178). Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-thirteenth (1/13) of the maximum amount per month, or TWENTY-FIVE THOUSAND SEVEN HUNDRED SIX DOLLARS (\$25,706).

B. Stigma Reduction Presentations

For Stigma Reduction Presentations as described in Section IV of Exhibit A County shall be obligated to pay a maximum of TWENTY-TWO THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS (\$22,723).

1. Contractor shall be reimbursed at a rate of SIX HUNDRED DOLLARS (\$600) per presentation, not to exceed thirty-two (32) presentations during the course of the contract term.
2. Contractor shall be reimbursed for the actual cost of insurance required by this Agreement up to a maximum of THREE THOUSAND FIVE HUNDRED TWENTY-THREE DOLLARS (\$3,523).

C. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE HUNDRED FIFTY-SIX THOUSAND NINE HUNDRED ONE DOLLARS (\$356,901).

- D. Contractor's annual 2011-2012 budget is attached and incorporated into this Agreement as Exhibit C.
- E. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph C of this Exhibit B.
- F. 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 the Health System or designee.
- G. The Chief of the Health System 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.
- H. 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.
- I. In the event this Agreement is terminated prior to June 30, 2012, 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 the Health System or designee.
- J. Monthly Reporting

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.
- K. 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 the Health System or designee.

L. 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.

M. 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 _____"

N. Rollover

Contractor may rollover unspent funding from the County according to the following procedures.

1. Contractor shall submit a summary calculation of any savings 90 days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.

2. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the Director of Mental Health Services or her designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due 90 days after the specific purpose has been completed, or 90 days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the Director of Behavioral Health and Recovery Services or designee.
5. A final accounting of the rollover funds shall be submitted 90 days after the specific purpose has been completed, or 90 days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

O. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts reviewed by a Certified Public Accountant and a copy of said review report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee. By mutual agreement of County and Contractor, contract savings or “rollover” may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph R of this Exhibit B.
3. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in Paragraph C of this Exhibit B.

EXHIBIT C
CONSUMER RUN PROGRAMS
 July 1, 2011 to June 30, 2012

	Draft Budget 2011-2012	HEART and SOUL	SOS San Mateo	Total Consumer Run
Caminar Code	REVENUE			
3040	County Contracts	334,178	3,523	337,701
3045	County Presentations	-	19,200	19,200
3100	Miscellaneous Revenue			-
	TOTAL REVENUE	334,178	22,723	356,901
	EXPENSES			
	<u>Personnel</u>			
6085	Salaries and Wages	187,599	-	187,599
6085	Payroll taxes	17,500	-	17,500
5110	Worker's Compensation	13,000	-	13,000
5130	Employee Benefits	15,600	-	15,600
	Total Personnel	233,699	-	233,699
	<u>Contract Expenses</u>			
6030	Project Manager Stipend	-	14,000	14,000
6080	Client (Panelist) Stipend		1,700	1,700
	Total Contract Services	-	15,700	15,700
	<u>General Expenses</u>			
7000	Transportation and Travel	1,200	1,500	2,700
7007	Advertising	300	-	300
7008	Bank/payroll charges	6,000	40	6,040
7010	Maintenance - equipment	900	-	900
7020	Rent - building	34,000	-	34,000
7040	Telephone	3,000	-	3,000
7060	Utilities	2,849	-	2,847
7090	Insurance	6,200	1,300	7,500
7100	Canteen supplies			-
7105	Automobile	1,251	700	1,950
7150	Dues and Subscriptions	300	-	301
7160	Maintenance - building	1,500	-	1,500
7175	Computer maintenance/supplies	5,000	500	5,500
7180	Office supplies	3,000	793	3,793
7190	Conference & Training	2,094	320	2,414
7200	Printing/publications/Copying	1,600	1,200	2,800
7210	Program Expenses	25,000	360	25,360
	Half Moon Bay \$3000	-	-	-
	Industrial \$1000			
	True Hope \$9000	-	-	-
	The Source \$2000	-	-	-
	Friends of Hope \$9000	-	-	-
7280	Postage	135	310	445
	Interest	2,550		2,550
	Professional Services	2,000		2,000
8080	Miscellaneous	100	-	100
9030	Special Events	1,500		1,500
	Total Expenses	100,479	7,023	107,500
	TOTAL EXPENSES	334,178	22,723	356,901
	NET REVENUE - EXPENSES	-	-	

ATTACHMENT I

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

The undersigned (hereinafter called the "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.

Gregory Wild
Name of 504 Person - Type or Print

Heart and Soul
Name of Contractor(s) - Type or Print

500-A Second Avenue
Street Address or P.O. Box

San Mateo, CA 94401
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."