



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: August 25, 2011
BOARD MEETING DATE: September 27, 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 Shelter Network

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A) President of the Board to execute an Agreement with Shelter Network to provide supported housing and emergency shelter services for mental health and Alcohol and Other Drug Services clients for the term July 1, 2011 through June 30, 2012, for a maximum obligation of \$433,427; 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.

BACKGROUND:

Shelter Network was founded in 1987 to provide a comprehensive coordinated network of housing and social services for homeless residents of the San Francisco Peninsula. Shelter Network was initiated by a broad-based community response to the plight of homeless families and single adults and is a model of community involvement. This provider has become a principal provider of housing and support for homeless families and individuals on the Peninsula. Behavioral Health and Recovery Services (BHRS) has contracted with Shelter Network since 2003. Under the B-1 Administrative Memorandum the selection of providers of housing services for mental health clients is exempt from the Request for Proposals requirement.

DISCUSSION:

Shelter Network will provide one fee-for-service shelter bed and five dedicated shelter beds for mentally ill clients at risk of homelessness. Contractor shall also provide two dedicated Transitional Program beds per night. Should additional transitional beds become available, BHRS has the option to purchase these beds on an as-needed basis. Case management services are also provided which include an initial assessment of fiscal resources, job skills and opportunities, and referrals to other service providers as

needed. This component of the housing continuum allows a cost efficient alternative to using more costly emergency services (e.g. Psychiatric Emergency Service and inpatient administrative days). Contractor shall also provide housing subsidy services to San Mateo County clients referred by a drug court or an Achieve 180 Case Manager.

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. This Agreement is on the Continuing Resolution.

The Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing emergency shelter services to mentally ill individuals at risk of homelessness. BHRS provides a range of services to promote wellness and recovery and to support consumers remaining in the lowest possible level of care. The provision of emergency shelter services is one established level of care. The services provided through this Agreement contribute to this measure. It is anticipated that 70% of clients who receive services will obtain stable housing upon discharge.

Measure	FY 2010-11 Estimate	FY 2011-12 Projected
Minimum percentage of clients who obtain stable (permanent or transitional) housing upon discharge.	70%	70%

FISCAL IMPACT:

The term of the Agreement is July 1, 2011 through June 30, 2012, and the maximum obligation is \$433,427. Of that amount, it is anticipated that \$81,934 is through the Re-Entry grant, \$30,000 is from the State CalEMA grant, \$25,000 is from the State Comprehensive Drug Court Implementation grant, \$51,589 will be funded by sales tax through realignment, and \$119,600 will be funded by MHSA. The Net County Cost is \$125,304. Funds for these services will be included in the BHRS FY 2011-12 Recommended 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 SHELTER NETWORK TO PROVIDE SUPPORTED HOUSING AND EMERGENCY SHELTER SERVICES FOR MENTAL HEALTH AND ALCOHOL AND OTHER DRUG SERVICES CLIENTS FOR THE TERM JULY 1, 2011 THROUGH JUNE 30, 2012, FOR A MAXIMUM OBLIGATION OF \$433,427; 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 Shelter Network shall provide supported housing and emergency shelter services to Alcohol and Other Drug Services clients and mentally ill individuals at risk of homelessness, for the term July 1, 2011 through June 30, 2012, for a maximum obligation of \$433,427; and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it 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 be and 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 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
SHELTER NETWORK**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and SHELTER NETWORK, 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
- Attachment E—Fingerprinting Certification
- 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 FOUR HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS (\$433,427).

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 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 \$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, 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:
Shelter Network
1450 Chapin Avenue, Second Floor
Burlingame, CA 94010

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.

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

SHELTER NETWORK

Contractor's Signature

Date: _____

SHELTER NETWORK
EXHIBIT A – SERVICES
FY 2011-2012

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. ALCOHOL AND OTHER DRUG HOUSING SERVICES

Contractor will provide the following alcohol and drug housing services at mutually agreed upon locations in San Mateo County. Contractor will give priority admission to San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS) and Alcohol and Other Drug Services (AOD). In providing services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, incorporated by reference herein. The Handbook may be referenced at <http://www.aodsystems.com/SMC/Index.htm>.

1. Housing Subsidy Services for clients referred by a San Mateo County Drug Court or an Achieve-180 (A-180) Case Manager.
 - a. Referring Case Manager will submit subsidy requests to AOD for approval.
 - b. Assess clients' need and sustainability for AOD Housing and Case Management services.
 - c. Homeless clients referred by treatment providers will be case managed by their referring provider.
 - d. Determine client/tenant history, self care abilities, financial management skills, and socialization skills.
 - e. Develop, with client input, a final case plan for the use of housing subsidy funds and eventual self sufficiency. The plan must be signed by the client, recorded on AOD housing subsidy Utilization plan form, and transmitted to AOD.
 - f. Meet with each client on a monthly basis to review progress towards goals; assure compliance with their housing maintenance plan, and facilitate needed case management assistance. Coordinate all necessary referrals and verify follow through by clients.
 - g. Work closely with AOD to monitor progress and be an active participant in continued program development.

- h. Permanently disabled clients with addiction issues must be referred to Shelter Plus Care prior to considering utilization for this funding source.
 - i. Upon authorization, Contractor will provide fiscal support by issuing approved rent subsidy check directly to the landlord.
 - j. Contractor will provide housing that may be utilized for Drug Court Clients at Vendome or Maple Street Shelter.
2. Family Housing for clients who have been referred by a Drug Court or A-180 Case Manager, shall include:
- a. Shelter Network will provide one unit of Transitional Housing Unit for families for 6-12 months based on the need of the family and the case plan as established by the Case Manager and the Contractor.
 - b. Provide supportive services appropriate to the needs of the family in coordination with the family case plan. Services may include licensed childcare, transportation assistance, health services, parent education and other services as designated and agreed to by the Case Manager and Contractor.
 - c. Assure regular communication with the client's Case Manager regarding progress and necessary plan modifications and or legal requirements.
 - d. Sober Living Environment (SLE) Reimbursable Services
 - i. SLE prospective residents must be admitted to and participate in ADP certified Outpatient Treatment and/or Day Treatment program. Participants who complete a primary residential program may participate in Aftercare as a part of their continuing care plan.
 - ii. Referrals to a SLE may come from jail or as a part of the primary treatment continuing care plan. Coordination with the A-180 Case Manager, Probation/Parole Officer and Treatment Provider is mandatory.
 - iii. Unemployed SLE residents may have their full rent subsidized if they are actively pursuing stable employment. Once employed, the resident, case manager and SLE Program staff will jointly revise the rental agreement and payment schedule.
 - iv. SLE Programs may not provide any detoxification, treatment or recovery services.
3. County funded Alcohol and Other Drug Housing Subsidy
- a. AOD Housing Subsidy Services for AOD authorized, Homeless and

individuals referred from a San Mateo county Treatment Provider or an Achieve-180 (A-180) Case Manager.

- i. Referring treatment provider or Case Manager will submit subsidy requests to AOD for approval.
- ii. Homeless clients referred by treatment providers will be case managed by their referring provider.
- iii. Assess clients need and sustainability for AOD Housing and Case Management services.
- iv. Determine client/tenant history, self care abilities, financial management skills, and socialization skills.
- v. Develop, with client input, a final case plan for the use of housing subsidy funds and eventual self sufficiency. The plan must be signed by the client, recorded on AOD housing subsidy Utilization plan form, and transmitted to AOD.
- vi. Meet with each client on a monthly basis to review progress towards goals; assure compliance with their housing maintenance plan, and facilitate needed case management assistance. Coordinate all necessary referrals and verify follow through by clients.
- vii. Work closely with AOD to monitor progress and be an active participant in continued program development.
- viii. Permanently disabled clients with addiction issues must be referred to Shelter Plus Care prior to considering utilization for this funding source.
- ix. Upon authorization, Contractor will provide fiscal support by issuing approved rent subsidy check directly to the landlord.

4. Priority Populations

County funds must be used to serve priority population clients. Specifically, contractor will give priority admission to:

- a. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010.
- b. San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS);
- c. Referrals from other San Mateo County AOD providers, including the Methadone Clinic, Palm Avenue Detox, and First Chance Sobering Station referrals;
- d. Other shelter referrals within San Mateo County.

B. MENTAL HEALTH SERVICES

1. Transitional Beds - Maple Street Shelter

- a. Contractor shall provide five (5) dedicated transitional beds per night and one (1) fee-for-service transitional bed per night on an as-needed basis. Should additional transitional beds be available, County has the option to purchase such additional beds on an as-needed basis. Referrals for the use of these beds must come through Behavioral Health and Recovery Services (BHRS) Resource Management.

2. Transitional Beds Services

- a. The clients placed in these beds will have full access to the shelter for services, which shall include case management services. Beds shall be in private cubicles, which shall include a dresser and a lamp.
- b. Case management services shall include an initial assessment of fiscal resources, job skills and opportunities, and the need for referrals to other service providers. Referrals to substance abuse services and/or other services will be made on an as needed basis.
- c. At Contractor's discretion, clients shall be transferred to Contractor's long-term shelter. Long-term shelter services are not to be provided through this Agreement.

3. Emergency SRO/Vendome

Contractor shall provide two (2) dedicated emergency SRO rooms at the Vendome Hotel. The clients using these will be authorized through Adult Resource Management. Clients will receive case management services from BHRS or their contractors.

4. Pathways

a. Transitional Beds

- i. Contractor shall provide two (2) dedicated transitional beds per night. Should additional transitional beds be available, County has the option to purchase such additional beds on an as-needed basis. Clients utilizing these transitional bed services shall also receive services as described in Paragraph I.A.2. of this Exhibit A.
- ii. Contractor shall provide two (2) dedicated transitional beds per night. Should additional transitional beds be available, County has the option to purchase such additional beds on an as-needed basis. Clients utilizing these transitional bed services shall also receive services as described in Paragraph I.A.2. of this Exhibit A.

b. Family Shelter Housing

- i. Contractor shall provide one (1) fee-for-service one (1) bedroom apartment in the Shelter Network system on an as-needed basis.
- ii. Contractor shall provide supported housing services for families which will include children.

c. Programmatic Support

Contractor Program Administrator and clinical staff shall attend and participate in programmatic/clinical meetings for Pathways.

d. Childcare Services

Contractor shall provide childcare services for women in the Pathways for Women program while they are attending clinical activities and meetings.

II. ADMINISTRATIVE REQUIREMENTS

A. ALL PROGRAMS

1. Cultural Competency

- a. 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;
- b. 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; and
- c. Contractor shall use good faith efforts to hire clinical 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.

B. ALCOHOL AND OTHER DRUG SERVICES

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

1. Co-occurring Disorders

Contractor will work to improve treatment outcomes for complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.

6. Retention of Records

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven (7) years from the date they are officially closed.

C. MENTAL HEALTH SERVICES

1. Administrative Requirements

Paragraph 13 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

2. Administering Satisfaction Surveys

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

3. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Adult Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.

4. Ineligible Employees

- a. Licensed Professional

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.

b. All Employees

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/part1bulletin1.asp>

5. Developmental Assets

Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals.

6. Licensing Reports

Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Children and Youth Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.

7. Medi-Cal Certification

Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

8. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

9. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

10. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

11. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

12. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Mental Health Services Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

13. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

14. At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of

performing services under this Agreement, have contact with children, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

D. GOALS AND OBJECTIVES

MENTAL HEALTH SERVICES

SHELTER SERVICES

Goal: Contractor shall increase the independence of clients by assisting them in obtaining any and all necessary support services (e.g., financial assistance, housing, medical/psychiatric services, etc.) to facilitate a higher level of self-sufficiency.

Objective: A minimum of sixty-five percent (65%) of clients shall obtain stable (permanent or transitional) housing upon discharge.

Data collection to be completed by the Contractor.

PATHWAYS

Goal: Contractor shall support the reunification of clients with their children

Objective: A minimum of ninety percent (90%) of clients residing in Family Shelter Housing shall participate in parenting classes.

Data collection to be completed by the Contractor.

SHELTER NETWORK
EXHIBIT B – PAYMENTS AND RATES
FY 2011-2012

In full consideration of the services provided by Contractor, County shall pay Contractor as follows:

I. PAYMENT

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.

A. ALCOHOL AND OTHER DRUG HOUSING SERVICES

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.

All payments under this Agreement must directly support services specified in this Agreement. From the aggregate funds, County shall pay Contractor at the following rates:

1. County Funded AOD Housing Services

The maximum amount that County shall pay Contractor for AOD Housing Subsidy Funds shall not exceed NINETY-FIVE THOUSAND DOLLARS (\$95,000) for the term of the Agreement. Of that amount, Contractor may claim one percent (1%) in Administrative Overhead for a total of NINE HUNDRED FIFTY DOLLARS (\$950). Also of that amount, Contractor shall be reimbursed for Case Management at a rate of THIRTY-FIVE DOLLARS (\$35.00) per hour, including mileage and other costs not to exceed TWENTY THOUSAND DOLLARS (\$20,000).

2. Housing Services for clients referred by an Achieve-180 (A-180) Case Manager.

a. Contractor shall receive a maximum of THIRTY-NINE THOUSAND DOLLARS (\$39,000) for July 1 through September 30, 2011. From October 1, 2011 through September 30, 2012, Contractor shall receive a maximum of SEVENTY-THREE THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS (\$73,238).

b. Contractor shall be reimbursed for Family Housing at a rate of SEVENTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$71.25) per day, per family.

c. Contractor shall reimburse Sober Living Environment (SLE) providers for approved SLE services, at the following rates:

i. Free At Last: TWENTY-TWO DOLLARS (\$22.00) per day for unemployed residents. ELEVEN DOLLARS (\$11.00) per day for

employed residents

- ii. Latino Commission: TWENTY-FIVE DOLLARS (\$25.00) per day for unemployed residents. Once employed rate will be re-negotiated.
- iii. Our Common Ground: SEVENTEEN DOLLARS (\$17.00) per day for unemployed residents. Once employed rate will be re-negotiated.
- iv. Project Ninety: TWENTY-TWO DOLLARS (\$22.00) per day for unemployed residents. ELEVEN DOLLARS (11.00) per day once employment is obtained.
- v. Service League: TWENTY-TWO DOLLARS (\$22.00) per day for unemployed residents, Once employed rate will be re-negotiated.
- vi. Women's Recovery Association: TWENTY-TWO DOLLARS (\$22.00) per day for unemployed residents, Once employed rate will be re-negotiated.

3. Housing Services for Drug Court referred clients

- a. The maximum amount that County shall pay Contractor for Drug Court reimbursements shall not exceed FIFTY-FIVE THOUSAND DOLLARS (\$55,000)
- b. Of that amount, Contractor shall be paid total of THIRTY THOUSAND DOLLARS (\$30,000) for CalEMA. Of that amount, Contractor will receive three percent (3%) for Administrative Costs for a total of NINE HUNDRED DOLLARS (\$900).
- c. Of that amount, Contractor shall be paid a total of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for CDCI. Of that amount, Contractor will receive three percent (3%) for Administrative costs for a total of SEVEN HUNDRED FIFTY DOLLARS (\$750).
- d. Contractor shall be reimbursed for Family Housing at a rate of SEVENTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$71.25) per day, per family.
- e. Contractor shall be reimbursed at a rate of FIFTY-FIVE DOLLARS (\$55.00) per day, for Vendome and/or Maple Street shelter services.

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

4. Payments and Reporting

Contractor shall submit billing for AOD, Drug Court and A-180 Housing Subsidy clients by funding source, and shall include client name and date of birth receiving subsidy, subsidy agreement/monthly record and requested amount. Contractor shall identify the client payment, the subsidy payment, and the total amount expected to be paid out over the subsidized period.

5. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
6. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.
7. Alcohol and Other Drug Services Maximum Obligation

Subject to availability of State funding for services described in Section I.A. of Exhibit A, Contractor shall receive a maximum of TWO HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED THIRTY-EIGHT DOLLARS (\$262,238) for the term of the Agreement.

8. Required Fiscal Documentation
 - a. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
 - b. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

B. MENTAL HEALTH SERVICES

1. Transitional Beds – Maple Street Shelter

Contractor shall provide five (5) dedicated transitional beds per night and one (1) fee-for-service transitional bed per night at the rate of FORTY-FIVE DOLLARS (\$45) per bed per night. Should additional transitional beds be available, County has the option to purchase on an as-needed basis such additional beds at the same rates as the dedicated beds. Contractor shall invoice County on a monthly basis for these emergency shelter and transitional beds.

2. Emergency SRO/Vendome

Contractor shall provide two (2) single room occupancy rooms for emergency housing at the Vendome Hotel at the rate of EIGHT HUNDRED EIGHT DOLLARS AND FIFTY CENTS (\$808.50) per month, not to exceed the total amount of NINETEEN THOUSAND FOUR HUNDRED FOUR DOLLARS (\$19,404). This payment can be decreased if the occupant has a source of income benefit package. The client would pay one-third of their income, up to FOUR HUNDRED TWENTY DOLLARS (\$420) per month. Contractor shall invoice County on a monthly basis. Invoice shall identify clients receiving services.

3. Pathways

a. Transitional Beds

Contractor shall provide two (2) dedicated transitional beds per night at the rate of FIFTY DOLLARS (\$50) per bed per night. Should additional transitional beds be available, County has the option to purchase on an as-needed basis such additional beds at the same rates as the dedicated beds. Contractor shall invoice County on a monthly basis for these emergency shelter and transitional beds. Payments shall be made only for services authorized by BHRS Deputy Director of Adult Services or designee.

b. Family Shelter Housing

i. Contractor shall provide one (1), fee-for-service one (1) bedroom apartment as described in Exhibit A Paragraph I.B.2.a. as Family Shelter Housing in the Shelter Network system, at the rate of ONE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS (\$1,227) per month, not to exceed the total amount of FOURTEEN THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$14,724). Payments shall be made only for actual services as authorized by BHRS Deputy Director of Adult Services or designee.

ii. For provision of supported housing services, at the above apartment, as described in Exhibit A Paragraph I.B.2.b. Contractor shall be paid a monthly amount of EIGHT HUNDRED TWENTY-EIGHT DOLLARS (\$828), not to exceed a total amount of NINE THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS (\$9,936).

4. Programmatic Support

For provision of administrative support services, as described in Exhibit A Paragraph I.B.3. Contractor shall be paid FIVE THOUSAND DOLLARS (\$5,000). Eleven monthly payments shall be made in the amount of FOUR HUNDRED SEVENTEEN DOLLARS (\$417). A final monthly payment shall be made in the amount of FOUR HUNDRED THIRTEEN DOLLARS (\$413).

5. Childcare Services

For childcare services as described in Exhibit A Paragraph I.B.4. Contractor shall be reimbursed at a rate of THIRTY-FIVE DOLLARS (\$35.00) per hour, up to a maximum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500). The minimum charge for these services shall be for two (2) hours or SEVENTY DOLLARS (\$70.00).

6. Mental Health Services

Subject to availability of funding for services described in Section I.A. of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED SEVENTY-ONE THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS (\$171,189) for the term of the Agreement.

7. Monthly Reporting

- a. 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 changes for the month of service.
- b. Contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - i. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - ii. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided, and duration of service.
- c. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

8. Claims Certification and Program Integrity

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.

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 _____"

C. ALL PROGRAMS

- 1. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS (\$433,427).
- 2. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3.
- 3. Contract Amendments

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.

4. Early Termination

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.

5. Anticipated Change in Revenue

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.

6. 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.

7. 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.

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that 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: (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).

Name of Contractor

Signature of Authorized Official

Name (please print)

Title (please print)

Date

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.

Name of 504 Person - Type or Print

Shelter Network

Name of Contractor(s) - Type or Print

1450 Chapin Avenue, Second Floor

Street Address or P.O. Box

Burlingame, CA 94010

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."

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Shelter Network	Phone:	650-685-5880
Contact Person:	Michele Jackson	Fax:	650-685-5881
Address:	1450 Chapin Avenue, Suite 2 Burlingame, CA 94010		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) > <input type="checkbox"/> Other (see instructions) >	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person >	Date >
------------------	----------------------------	--------

FOR COUNTY DEPARTMENT USE ONLY

I approve this addition of a new PEID/vendor record or requested changes to existing PEID record.

Date Requested: _____

Requester Name: _____

Authorized A/P Approver Signature: _____

SAN MATEO COUNTY
HEALTH SYSTEM

DECLARATION OF NOTICE OF CONFIDENTIALITY

As an employee, contractor, or associate of San Mateo County Health System, I agree to the following as evidenced by my signature affixed below:

I will not disclose or otherwise discuss Health System patients or clients, their conditions, treatments or status, even if they are known to me personally, with anyone, except to carry out my assigned duties associated with their proper care or treatment.

I will not release information to anyone concerning the financial, medical, or social status of Health System patients or clients which has not first been authorized according to written Health System policies, federal or state regulation, or otherwise properly ordered by legal authorities.

I will not, at any time or under any circumstances, disclose or share any Health System assigned computer system User Identification or password to anyone.

I will not tamper with any Health System computer system to gain unauthorized access to the network or information contained there.

I will take all reasonable care to prevent the unauthorized use, disclosure or availability of confidential and/or proprietary information through unattended screen displays or by mishandling of system generated output, regardless of its form.

I acknowledge that the Health System retains the right to monitor and/or review, at any time and without cause, any access to the Health System computer services for evidence of tampering or misuse, and may, at its sole discretion, suspend or terminate the Health System computer privileges pending administrative review.

I agree to adhere to policies concerning the Health System's computer services and understand that any misconduct and/or breaches of confidentiality expressly described herein may be grounds for immediate suspension of computer privileges. In addition, Health System's administrative actions, up to and including termination of employment or contract may result. Additionally, violation of any applicable civil or criminal statutes by the disclosure of confidential material or information or other misuse of the computer system will be prosecuted to the fullest extent of the law.

Employee or Contractor Signature

Date Signed

Print Employee or Contractor
First Name, Middle Name, and Last Name

Supervisor Signature

Employee or Contractor Title

Location/Contract Agency

SHELTER NETWORK
EXHIBIT A – SERVICES
FY 2011-2012

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. ALCOHOL AND OTHER DRUG HOUSING SERVICES

Contractor will provide the following alcohol and drug housing services at mutually agreed upon locations in San Mateo County. Contractor will give priority admission to San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS) and Alcohol and Other Drug Services (AOD). In providing services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, incorporated by reference herein. The Handbook may be referenced at <http://www.aodsystems.com/SMC/Index.htm>.

1. Housing Subsidy Services for clients referred by a San Mateo County Drug Court or an Achieve-180 (A-180) Case Manager.
 - a. Referring Case Manager will submit subsidy requests to AOD for approval.
 - b. Assess clients' need and sustainability for AOD Housing and Case Management services.
 - c. Determine client/tenant history, self care abilities, financial management skills, and socialization skills.
 - d. Develop, with client input, a final case plan for the use of housing subsidy funds and eventual self sufficiency. The plan must be signed by the client, recorded on AOD housing subsidy Utilization plan form, and transmitted to AOD.
 - e. Meet with each client on a monthly basis to review progress towards goals; assure compliance with their housing maintenance plan, and facilitate needed case management assistance. Coordinate all necessary referrals and verify follow through by clients.
 - f. Work closely with AOD to monitor progress and be an active participant in continued program development.
 - g. Permanently disabled clients with addiction issues must be referred to Shelter Plus Care prior to considering utilization for this funding source.

- i. Referring treatment provider or Case Manager will submit subsidy requests to AOD for approval.
- ii. Homeless clients referred by treatment providers will be case managed by their referring provider.
- iii. Assess clients need and sustainability for AOD Housing and Case Management services.
- iv. Determine client/tenant history, self care abilities, financial management skills, and socialization skills.
- v. Develop, with client input, a final case plan for the use of housing subsidy funds and eventual self sufficiency. The plan must be signed by the client, recorded on AOD housing subsidy Utilization plan form, and transmitted to AOD.
- vi. Meet with each client on a monthly basis to review progress towards goals; assure compliance with their housing maintenance plan, and facilitate needed case management assistance. Coordinate all necessary referrals and verify follow through by clients.
- vii. Work closely with AOD to monitor progress and be an active participant in continued program development.
- viii. Permanently disabled clients with addiction issues must be referred to Shelter Plus Care prior to considering utilization for this funding source.
- ix. Upon authorization, Contractor will provide fiscal support by issuing approved rent subsidy check directly to the landlord.

4. Priority Populations

County funds must be used to serve priority population clients. Specifically, contractor will give priority admission to:

- a. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010.
- b. San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS);
- c. Referrals from other San Mateo County AOD providers, including the Methadone Clinic, Palm Avenue Detox, and First Chance Sobering Station referrals;
- d. Other shelter referrals within San Mateo County.

B. MENTAL HEALTH SERVICES

1. Transitional Beds - Maple Street Shelter

- a. Contractor shall provide five (5) dedicated transitional beds per night and one (1) fee-for-service transitional bed per night on an as-needed basis.

Should additional transitional beds be available, County has the option to purchase such additional beds on an as-needed basis. Referrals for the use of these beds must come through Behavioral Health and Recovery Services (BHRS) Resource Management.

2. Transitional Beds Services

- a. The clients placed in these beds will have full access to the shelter for services, which shall include case management services. Beds shall be in private cubicles, which shall include a dresser and a lamp.
- b. Case management services shall include an initial assessment of fiscal resources, job skills and opportunities, and the need for referrals to other service providers. Referrals to substance abuse services and/or other services will be made on an as needed basis.
- c. At Contractor's discretion, clients shall be transferred to Contractor's long-term shelter. Long-term shelter services are not to be provided through this Agreement.

3. Emergency SRO/Vendome

Contractor shall provide two (2) dedicated emergency SRO rooms at the Vendome Hotel. The clients using these will be authorized through Adult Resource Management. Clients will receive case management services from BHRS or their contractors.

4. Pathways

a. Transitional Beds

- i. Contractor shall provide two (2) dedicated transitional beds per night. Should additional transitional beds be available, County has the option to purchase such additional beds on an as-needed basis. Clients utilizing these transitional bed services shall also receive services as described in Paragraph I.A.2. of this Exhibit A.
- ii. Contractor shall provide two (2) dedicated transitional beds per night. Should additional transitional beds be available, County has the option to purchase such additional beds on an as-needed basis. Clients utilizing these transitional bed services shall also receive services as described in Paragraph I.A.2. of this Exhibit A.

b. Family Shelter Housing

- i. Contractor shall provide one (1) fee-for-service one (1) bedroom

apartment in the Shelter Network system on an as-needed basis.

- ii. Contractor shall provide supported housing services for families which will include children.

- c. Programmatic Support

Contractor Program Administrator and clinical staff shall attend and participate in programmatic/clinical meetings for Pathways.

- d. Childcare Services

Contractor shall provide childcare services for women in the Pathways for Women program while they are attending clinical activities and meetings.

II. ADMINISTRATIVE REQUIREMENTS

A. ALL PROGRAMS

1. Cultural Competency

- a. 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;
- b. 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; and
- c. Contractor shall use good faith efforts to hire clinical 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.

B. ALCOHOL AND OTHER DRUG SERVICES

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

1. Co-occurring Disorders

Contractor will work to improve treatment outcomes for complex clients by

providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.

6. Retention of Records

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

C. MENTAL HEALTH SERVICES

1. Administrative Requirements

Paragraph 13 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

2. Administering Satisfaction Surveys

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

3. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Adult Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.

4. Ineligible Employees

a. Licensed Professional

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.

b. All Employees

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/part1bull_1.asp

5. Developmental Assets

Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals.

6. Licensing Reports

Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Children and Youth Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.

7. Medi-Cal Certification

Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

8. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

9. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

10. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

11. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

12. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Mental Health Services Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

13. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

14. At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees

and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

D. GOALS AND OBJECTIVES

MENTAL HEALTH SERVICES

SHELTER SERVICES

Goal: Contractor shall increase the independence of clients by assisting them in obtaining any and all necessary support services (e.g., financial assistance, housing, medical/psychiatric services, etc.) to facilitate a higher level of self-sufficiency.

Objective: A minimum of sixty-five percent (65%) of clients shall obtain stable (permanent or transitional) housing upon discharge.

Data collection to be completed by the Contractor.

PATHWAYS

Goal: Contractor shall support the reunification of clients with their children

Objective: A minimum of ninety percent (90%) of clients residing in Family Shelter Housing shall participate in parenting classes.

Data collection to be completed by the Contractor.

SHELTER NETWORK
EXHIBIT B – PAYMENTS AND RATES
FY 2011-2012

In full consideration of the services provided by Contractor, County shall pay Contractor as follows:

I. PAYMENT

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.

A. ALCOHOL AND OTHER DRUG HOUSING SERVICES

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.

All payments under this Agreement must directly support services specified in this Agreement. From the aggregate funds, County shall pay Contractor at the following rates:

1. County Funded AOD Housing Services

The maximum amount that County shall pay Contractor for AOD Housing Subsidy Funds shall not exceed NINETY-FIVE THOUSAND DOLLARS (\$95,000) for the term of the Agreement. Of that amount, Contractor may claim one percent (1%) in Administrative Overhead for a total of NINE HUNDRED FIFTY DOLLARS (\$950). Also of that amount, Contractor shall be reimbursed for Case Management at a rate of THIRTY-FIVE DOLLARS (\$35.00) per hour, including mileage and other costs not to exceed TWENTY THOUSAND DOLLARS (\$20,000).

2. Housing Services for clients referred by an Achieve-180 (A-180) Case Manager.

- a. Contractor shall receive a maximum of THIRTY-NINE THOUSAND DOLLARS (\$39,000) for July 1 through September 30, 2011. From October 1, 2011 through September 30, 2012, Contractor shall receive a maximum of SEVENTY-THREE THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS (\$73,238).
- b. Contractor shall be reimbursed for Family Housing at a rate of SEVENTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$71.25) per day, per family.
- c. Contractor shall reimburse Sober Living Environment (SLE) providers for approved SLE services, at the following rates:
 - i. Free At Last: TWENTY-TWO DOLLARS (\$22.00) per day for unemployed residents. ELEVEN DOLLARS (\$11.00) per day for

employed residents

- ii. Latino Commission: TWENTY-FIVE DOLLARS (\$25.00) per day for unemployed residents. Once employed rate will be re-negotiated.
- iii. Our Common Ground: SEVENTEEN DOLLARS (\$17.00) per day for unemployed residents. Once employed rate will be re-negotiated.
- iv. Project Ninety: TWENTY-TWO DOLLARS (\$22.00) per day for unemployed residents. ELEVEN DOLLARS (11.00) per day once employment is obtained.
- v. Service League: TWENTY-TWO DOLLARS (\$22.00) per day for unemployed residents, Once employed rate will be re-negotiated.
- vi. Women's Recovery Association: TWENTY-TWO DOLLARS (\$22.00) per day for unemployed residents, Once employed rate will be re-negotiated.

3. Achieve 180 Housing Subsidy

- a. AOD Housing Subsidy Services for AOD authorized, Homeless and individuals referred from a San Mateo county Treatment Provider or an Achieve-180 (A-180) Case Manager.
 - i. Referring treatment provider or A-180 Case Manager will submit subsidy requests to AOD for approval.
 - ii. Homeless clients referred by treatment providers will be case managed by their referring provider.
 - iii. Assess clients need and sustainability for AOD Housing and Case Management services.
 - iv. Determine client/tenant history, self care abilities, financial management skills, and socialization skills.
 - v. Develop, with client input, a final case plan for the use of housing subsidy funds and eventual self sufficiency. The plan must be signed by the client, recorded on AOD housing subsidy Utilization plan form, and transmitted to AOD.
 - vi. Meet with each client on a monthly basis to review progress towards goals; assure compliance with their housing maintenance plan, and facilitate needed case management assistance. Coordinate all necessary referrals and verify follow through by clients.
 - vii. Work closely with AOD to monitor progress and be an active participant in continued program development.
 - viii. Permanently disabled clients with addiction issues must be referred to Shelter Plus Care prior to considering utilization for this funding source.
 - ix. Upon authorization, Contractor will provide fiscal support by issuing approved rent subsidy check directly to the landlord.

4. Housing Services for Drug Court referred clients

- a. The maximum amount that County shall pay Contractor for Drug Court reimbursements shall not exceed FIFTY-FIVE THOUSAND DOLLARS (\$55,000)
- b. Of that amount, Contractor shall be paid total of THIRTY THOUSAND DOLLARS (\$30,000) for CalEMA. Of that amount, Contractor will receive

three percent (3%) for Administrative Costs for a total of NINE HUNDRED DOLLARS (\$900).

- c. Of that amount, Contractor shall be paid a total of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for CDCI. Of that amount, Contractor will receive three percent (3%) for Administrative costs for a total of SEVEN HUNDRED FIFTY DOLLARS (\$750).
- d. Contractor shall be reimbursed for Family Housing at a rate of SEVENTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$71.25) per day, per family.
- e. Contractor shall be reimbursed at a rate of FIFTY-FIVE DOLLARS (\$55.00) per day, for Vendome and/or Maple Street shelter services.

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

5. Payments and Reporting

Contractor shall submit billing for AOD, Drug Court and A-180 Housing Subsidy clients by funding source, and shall include client name and date of birth receiving subsidy, subsidy agreement/monthly record and requested amount. Contractor shall identify the client payment, the subsidy payment, and the total amount expected to be paid out over the subsidized period.

6. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.

7. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.

8. Alcohol and Other Drug Services Maximum Obligation

Subject to availability of State funding for services described in Section I.A. of Exhibit A, Contractor shall receive a maximum of TWO HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED THIRTY-EIGHT DOLLARS (\$262,238) for the term of the Agreement.

9. Required Fiscal Documentation

- a. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.

- b. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

B. MENTAL HEALTH SERVICES

1. Transitional Beds – Maple Street Shelter

Contractor shall provide five (5) dedicated transitional beds per night and one (1) fee-for-service transitional bed per night at the rate of FORTY-FIVE DOLLARS (\$45) per bed per night. Should additional transitional beds be available, County has the option to purchase on an as-needed basis such additional beds at the same rates as the dedicated beds. Contractor shall invoice County on a monthly basis for these emergency shelter and transitional beds.

2. Emergency SRO/Vendome

Contractor shall provide two (2) single room occupancy rooms for emergency housing at the Vendome Hotel at the rate of EIGHT HUNDRED EIGHT DOLLARS AND FIFTY CENTS (\$808.50) per month, not to exceed the total amount of NINETEEN THOUSAND FOUR HUNDRED FOUR DOLLARS (\$19,404). This payment can be decreased if the occupant has a source of income benefit package. The client would pay one-third of their income, up to FOUR HUNDRED TWENTY DOLLARS (\$420) per month. Contractor shall invoice County on a monthly basis. Invoice shall identify clients receiving services.

3. Pathways

a. Transitional Beds

Contractor shall provide two (2) dedicated transitional beds per night at the rate of FIFTY DOLLARS (\$50) per bed per night. Should additional transitional beds be available, County has the option to purchase on an as-needed basis such additional beds at the same rates as the dedicated beds. Contractor shall invoice County on a monthly basis for these emergency shelter and transitional beds. Payments shall be made only for services authorized by BHRS Deputy Director of Adult Services or designee.

b. Family Shelter Housing

- i. Contractor shall provide one (1), fee-for-service one (1) bedroom apartment as described in Exhibit A Paragraph I.B.2.a. as Family Shelter Housing in the Shelter Network system, at the rate of ONE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS (\$1,227) per month, not to exceed the total amount of FOURTEEN THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$14,724). Payments shall be made only for actual services as authorized by BHRS Deputy Director of Adult Services or designee.

- ii. For provision of supported housing services, at the above apartment,

as described in Exhibit A Paragraph I.B.2.b. Contractor shall be paid a monthly amount of EIGHT HUNDRED TWENTY-EIGHT DOLLARS (\$828), not to exceed a total amount of NINE THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS (\$9,936).

4. Programmatic Support

For provision of administrative support services, as described in Exhibit A Paragraph I.B.3. Contractor shall be paid FIVE THOUSAND DOLLARS (\$5,000). Eleven monthly payments shall be made in the amount of FOUR HUNDRED SEVENTEEN DOLLARS (\$417). A final monthly payment shall be made in the amount of FOUR HUNDRED THIRTEEN DOLLARS (\$413).

5. Childcare Services

For childcare services as described in Exhibit A Paragraph I.B.4. Contractor shall be reimbursed at a rate of THIRTY-FIVE DOLLARS (\$35.00) per hour, up to a maximum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500). The minimum charge for these services shall be for two (2) hours or SEVENTY DOLLARS (\$70.00).

6. Mental Health Services

Subject to availability of funding for services described in Section I.A. of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED SEVENTY-ONE THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS (\$171,189) for the term of the Agreement.

7. Monthly Reporting

- a. 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 changes for the month of service.
- b. Contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - i. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - ii. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided, and duration of service.
- c. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

8. Claims Certification and Program Integrity

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.

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 _____“

C. ALL PROGRAMS

1. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS (\$433,427).

2. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3.

3. Contract Amendments

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.

4. Early Termination

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.

5. Anticipated Change in Revenue

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.

6. 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.
7. 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.

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that 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: (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).

Name of Contractor

Signature of Authorized Official

Name (please print)

Title (please print)

Date

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.

Name of 504 Person - Type or Print

Shelter Network

Name of Contractor(s) - Type or Print

1450 Chapin Avenue, Second Floor

Street Address or P.O. Box

Burlingame, CA 94010

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."

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Shelter Network	Phone:	650-685-5880
Contact Person:	Karae Lisle	Fax:	650-685-5881
Address:	1450 Chapin Avenue, Suite 2 Burlingame, CA 94010		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title