**FIRST AMENDMENT TO AGREEMENT**
**BETWEEN THE COUNTY OF SAN MATEO AND**
**MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY, 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, the parties entered into an Agreement on October 6, 2015 for professional services; and

WHEREAS, the parties wish to amend the Agreement to increase the number of housing units for the transition age youth housing program, increasing the maximum obligation of the agreement by $50,000 to a new maximum of $1,810,503, with no change to the term of the agreement.

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

1. Section 3. Payments of the agreement is amended to read as follows:

   In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." 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 ONE MILLION EIGHT HUNDRED TEN THOUSAND FIVE HUNDRED THREE DOLLARS (1,810,503).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.

3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.

4. All other terms and conditions of the agreement dated October 6, 2015, between

the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

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

COUNTY OF SAN MATEO

By:_____
President, Board of Supervisors
San Mateo County

Date:_____

ATTEST:

By:_____
Clerk of Said Board

MENTAL HEALTH ASSOCIATION OF
SAN MATEO COUNTY

Melissa P Castro
Contractor's Signature

Date: 2/29/2016

EXHIBIT A1 – SERVICES
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY
FY 2015 – 2016

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Outpatient Rehabilitative Mental Health Services focus on individual needs, strengths, and choices; the individual is always involved in service planning and implementation. The goal of rehabilitation is to help individuals take charge of their own lives through informed decision-making. Services are based on the individual's desired results from mental health services (long term goals) concerning his/her own life, and consider his/her diagnosis, functional impairments, symptoms, disabilities, life conditions and rehabilitation readiness. Services are focused on achieving specific shorter-term personal milestones (measurable objectives) to support the individual in accomplishing his/her desired results.

B. Program staffing is multi-disciplinary and reflects the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community that the program serves. Families, caregivers, human service agency personnel and other significant support persons are encouraged to participate in the planning and implementation process to help the individual meet his/her needs, choices, responsibilities and desires. Programs are designed to use both licensed and non-licensed personnel who are experienced in providing mental health services. Consumers and family members of consumers are valued as volunteer or paid staff.

C. Services are optimal when delivered to individuals who live in housing of their own choice. Single room occupancy is a highly valued housing choice by consumers and is emphasized in resource development and service planning.

D. Contractor shall provide emergency housing and support services, rehabilitation services, and administrative services including fiscal intermediary for Flexible Funds.

E. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. The San Mateo County Behavioral Health and Recovery Services (BHRS) Documentation Manual ("County

Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions of the County Documentation Manual shall prevail. The Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Target Case Management is included herein by reference. All payments under this Agreement must directly support services specified in this Agreement.

F. Contractor will meet at least every two (2) months with the Deputy Director of Adult and Older Adult Services or designee to discuss fiscal and operational issues, program goals and objectives and any quality improvement issues as deemed appropriate.

II. SERVICES

A. Emergency Housing/Shelter (Spring Street Shelter)

Contractor shall provide a fifteen (15) bed, twenty-four (24) hour facility for emergency and short-term housing, including at least two (2) meals per day, for mentally ill and co-occurring clients who require immediate shelter but who do not require care and supervision as defined by Section 80001 (a) (10) of Title 22 of Community Care Licensing Regulations ("Emergency Housing/Shelter"). In addition to providing Emergency Housing/Shelter, Contractor shall collaborate with other public and private services and resources to assist these clients in finding permanent housing and securing other basic needs. Clients shall be assisted in securing medical and psychiatric services as needed.

1. Emergency Housing/Shelter staff shall accept referrals between 8 a.m. and 10 p.m., seven (7) days per week.

2. Contractor shall admit only those clients who meet the following criteria:

   a. Have a primary mental health problem as designated on referral form; clients whose predominant problem is alcohol or substance abuse are not eligible;

   b. Be at least eighteen (18) years of age or an emancipated minor;

   c. Have no other identified resource for housing; and

   d. Not be considered assaultive or suicidal, or present serious medical health problems.

3. For clients eligible for Emergency Housing/Shelter, i.e., who meet all the criteria in Paragraph II.A.2. of this Exhibit A1, Contractor shall work collaboratively with Adult Resource Management when necessary to prioritize, clients who are confined at San Mateo Medical Center Inpatient Psychiatric Unit or at Psychiatric Emergency Services (PES) who need a residence in order to be released from the hospital.

4. At least two (2) staff persons shall be on duty at all times, twenty-four (24) hours per day. BHRS staff shall provide consultation to Contractor's staff as deemed appropriate by the BHRS Director or designee.

5. The Emergency Housing/Shelter shall provide separate dormitory sections with showers and toilets for men and women. The facility shall also include a kitchen and office space. Accessibility shall be provided to the handicapped, and a sprinkler system shall be included throughout shelter.

6. Contractor shall provide five thousand one hundred ten (5,110) days of care (based on 94% occupancy) to one hundred twenty-five (125) unduplicated clients during the term of this Agreement. A client day shall be deemed to mean any and all services rendered by Contractor on behalf of one (1) client during any single day.

7. All clients who remain in the Emergency Housing/Shelter beyond three (3) days shall have a written plan of action outlining objectives for obtaining permanent housing and any other necessary case management needs that would support locating and securing housing, including income, health insurance, medical care and ongoing support.

8. At least seventy-five percent (75%) of all clients shall receive a minimum of two (2) rehabilitation services (exclusive of medication services) during their stay in the program to include but not limited to cooking skills, occupational therapy, using washer/dryer, use of Craig's list to search for resources/ employment, etc.

9. Individuals who are provided a bed who have not been connected to any Behavioral Health Services will be provided case management services until they have been appropriately connected to services for treatment.

B. Outpatient Services/Rehabilitation Services

Contractor shall provide seriously mentally ill and co-occurring adults with community-based rehabilitative mental health services ("Outpatient Services/Rehabilitation Services"). Outpatient Services/Rehabilitation Services are intended to identify and provide assistance in locating and obtaining adequate and appropriate living arrangements and supportive resources (medical, social, vocational and educational) to enhance clients' potential for successful community placement.

1. Ongoing Outpatient Services/Rehabilitation Services shall include, but not be limited to: assessment/evaluation, plan development, individual and group counseling (including dual diagnosis and co-occurring support groups), collateral services, rehabilitation services, case management, and crisis intervention. Services may incorporate, the Community Housing Rehabilitation Independent Skills ("CHRIS") program which provides living skills assessments and training provided by a licensed occupational therapist and student interns for residents in all MHA owned housing sites, Spring Street Shelter, transitional housing and community clients.

2. Contractor shall provide three hundred fifty thousand (350,000) minutes of Outpatient Services/Rehabilitation Services to one hundred sixty-five (165) unduplicated adult clients. These numbers reflect all units of service, not only billable units of service.

3. Contractor shall provide at least a total of one hundred fifty thousand (150,000) billable units of service from outpatient services and rehabilitation services.

4. Referrals for Outpatient Services/Rehabilitation Services will be coordinated with BHRS Adult Supervising Mental Health Clinicians and/or clinic staff of regional clinic sites. These services will be provided to at least nineteen (19) residents of the St. Matthew residential hotel; at least twenty-two (22) residents of Belmont Apartments; and at least one hundred fifteen (115) residents in scattered safe community housing.

5. Contractor shall provide community based case management services to an active case load of one hundred thirty (130) BHRS clients with a client staff ratio of not more than one (1) to twenty-six (26).

6. Contractor will manage transportation needs of clients in all contractor sponsored programs. Contractor will assess client's transportation needs and ability to use public transportation, Redi-Wheels, staff provided transportation or taxi's. Contractor will identify rehabilitation goals related to client's ability to use identified

transportation, and will provide hands-on coaching/ training about how to use transportation as needed.

7. Contractor will develop a regular schedule with each Community Service Area BHRS Unit Chief and or contract monitor, to review cases of clients who have not received care within the previous ninety (90) day period. The purpose of the meeting will be to discuss appropriate levels of care and/or need to close the case. This review will be set up to reoccur on a continuous basis.

C. Friendship Center/Community Friends

1. Contractor shall operate Friendship Centers for community based social, recreational, wellness, and educational programs. Services and programming may include meals, arts and crafts, social and rehabilitative outings and groups including but not limited to Self-care; Dealing with Stress; Physical Activity in Daily Life; Eating Well, & Finding and Using Community Resources. Services will be located in at least five (5) sites throughout San Mateo County including Daly City and East Palo Alto, and may include programs based in San Mateo, Belmont and Redwood City.

2. Contractor shall provide seven thousand (7,000) client days of services at the Friendship Centers. A "client day" is one client's participation for one day. Contractor will provide Friendship Center services for at least three hundred seventy-five (375) unduplicated clients per year and each location will maintain an attendance of at least ten (10) clients per client day.

3. Friendship Centers will maintain an 8:1 client to staff ratio which may include volunteers. At all times a paid MHA staff person will be in attendance.

4. Contractor shall operate a Community Friends Program which will provide a companion/support network for isolated individuals so they can safely participate in community activities ("Community Friends Program"). Contractor will provide up to one thousand (1,000) hours of Community Friends Program services.

5. Contractor will provide outreach to various sites within each Community Service Area, and written information regarding the Community Friends Program which will a) identify clients who might be able to utilize those services, and b) outline criteria for identifying peers to provide the services. Policy and procedures will define the length of time of participation in the program for each participant with the goal of an established participation time frame

to assure a continuous flow of new clients to accepted into the program. The policy will also address issues pertaining to friendships continuing on a voluntary basis beyond completion of allotted time.

D. Flexible Fund, Stipend Fund, Pathways Flexible Fund, Total Wellness Flexible Fund, Lived Experience Scholarship Fund, and Veterans Treatment Court Flexible Fund.

1. Contractor shall manage the fiscal distribution of the Flexible Fund of the Adult Services System of Care ("Flexible Fund"). The Flexible Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Flexible Funded goods and services, Contractor shall appropriate the amount requested to the specified vendor or to reimburse a provider.

2. Contractor shall manage the fiscal distribution of the Consumer/Family Member Stipend Fund of the Adult Services System of Care ("Stipend Fund(s)"). The Stipend Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Stipend Funds, Contractor shall appropriate the amount requested to the specified consumer/family member.

3. Contractor shall manage the fiscal distribution of the Flexible Fund of the program ("Pathways Flexible Fund"). The Pathways Flexible Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Pathways Flexible Funded goods and services, Contractor shall appropriate the amount requested to the specified vendor or to reimburse a provider.

4. Contractor shall manage the fiscal distribution of the Total Wellness Flexible Fund. This Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Total Wellness Flexible funded goods, services, and consumer/family stipends, Contractor shall appropriate the amount requested to the specified vendor or reimburse a provider.

5. Contractor shall manage the fiscal distribution of the Veterans Treatment Court Flexible Fund. This Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Veterans Treatment Court Flexible funded goods, services, and consumer/family stipends, Contractor shall

appropriate the amount requested to the specified vendor or reimburse a provider.

6. Contractor shall manage the fiscal distribution of the Lived Experience Scholarship Fund for the fiscal year. Students with lived experience enrolled at an accredited community college or four-year university will submit applications to the Contractor for the scholarships which are FIVE HUNDRED DOLLARS ($500) each. Up to twenty (20) scholarship recipients will be chosen. Contractor will oversee the scholarships which are intended to defray costs of tuition and supplies. Those with lived experience are identified as mental health/alcohol and other drug consumers and/or family members of consumers who are engaged in service at BHRS or contracted agency program. Specific responsibilities of Contractor:

    a. Create and distribute applications to up to twenty (20) students enrolled in college of choice and who have the following qualifications:
        i. Enrolled in college of choice for at least six units of coursework
        ii. Interest in pursuing a career in behavioral healthcare as expressed in detail in scholarship application

    b. Review applicant's registration at the time of application for scholarship to determine student status. Applicants are to review with Contractor their education plan at the time of award.

    c. In addition to creating the application form, Contractor shall review application and select the candidates.

    d. Require Scholarship Recipient to sign contract stipulating the requirement to provide receipts and make good faith effort to collect them at the end of the semester.

7. Administrative costs include the following activities:

    a. Processing checks (postal costs included);

    b. Administrative time in receiving authorized funds, returning documentation of completed transactions and sending fiscal expenditure reports to BHRS Administration;

    c. Bonding insurance coverage costs (liability coverage separate from typical malpractice requirements).

8. Specific administrative activities shall include:

   a. Receive and process Flexible Fund, Stipend Fund, Pathways Flexible Fund, Total Wellness Flexible Fund, and Veterans Treatment Court Flexible Fund authorization forms;

   b. Issuance of checks to specified vendors, providers, or consumer/family members (for reimbursement purposes);

   c. Maintain proper documentation of checks distributed and transactions completed (e.g., receipts received);

   d. Provide monthly fiscal reports of Flexible Fund, Stipend Fund, Pathways Flexible Fund, Total Wellness Flexible Fund expenditures, Veterans Treatment Court Flexible Fund, and Lived Experience Scholarship Fund and;

   e. Provide a six (6) month and final year report showing fund distribution for the General Flexible Fund, Housing Assistance funds, Stipend Fund, Pathways Flexible Fund, Total Wellness Flexible Fund, Veterans Treatment Court Flexible Fund, and Lived Experience Scholarship Fund.

   f. Provide a running balance of the total flexible fund loan amount owed by each consumer on a quarterly basis to BHRS contract monitor.

   g. Contractor will make a form letter available to be used by BHRS case managers to notify clients of their loan amount and how they can remit payment to contractor.

E. Shelter Plus Care Project Coordination

Contractor shall provide the following services for the Shelter Plus Care Project:

1. Act as information and coordination hub for Shelter Plus Care Project.

2. Co-lead the Shelter Plus Care Screening Committee.

3. Coordinate with BHRS housing liaison and attend regional and relevant ad hoc Shelter Plus Care Committee meetings and disseminate information to Shelter Plus Care County representative and contract agencies.

4. Maintain current Program Information System.

5. Maintain computer and reporting system with contract agencies that track all data and information necessary for the completion of the HUD annual progress report, including the program's measurable objectives.

6. In conjunction with the Housing Authority, complete and submit to HUD the Annual Progress Report.

F. Continuum of Care Permanent Supportive Housing Project (SHP)

In cooperation with the Housing Authority of San Mateo, Contractor shall provide supportive services to assist participants in maintaining their housing in the community. These services shall include intensive case management, mental health and substance abuse services, health care, and access to educational and vocational programs. Services shall be provided to fourteen (14) homeless clients selected to participate in this project.

G. Provider-owned Property Integrated Full Service Partnership (IFSP)

All tenants at Cedar Street apartments will be members of the IFSP. They will be provided with case management and support services and on-site recovery based education and activities.

1. Selection of tenants will meet all housing funding criteria plus a need to live in a site-based supportive community. Level of care will be based on an assessment including Locus Level of at least seventeen (17) with a history of acute and/or sub-acute hospitalization.

2. Contractor will coordinate the tenant outreach and selection process. The process will include: outreach and marketing to a variety of entities that serve potentially eligible individuals; a selection process that includes the appropriate FSP eligibility and for the applicants for the MHSA-funded units, MHA participation in the BHRS MHSA criteria review committee.

3. Contractor will coordinate the moving process for selected tenants.

4. Contractor Case Management staff will be the assigned coordinated care provider and will assume this responsibility when a tenant is selected for Cedar Street Apartment.

5. The following services will be provided:

a. Comprehensive Case Management Services including regular visits, referral for medical or mental health services, assistance with completion of forms and applications, medication management and regular support and assistance in symptom and illness management.

b. Daily Living Skills Training including, but not limited to, cooking, budgeting, money management, and cleaning.

c. Transportation Assistance and Training which will include support and assistance with completing transit discount application, help in using schedules and one-on-one support in using any and all needed forms for public transportation.

d. Pre-Employment Activities, e.g., resume writing, employment interview techniques and practice, and job search.

e. Social and Recreational Activities through Contractor's Friendship Center Programs, on-site social activities and participation in Heart and Soul-sponsored activities.

f. Occupational Therapy and Treatment, including an assessment of daily living skills and follow-up treatment recommendations for deficits, inventory of learning styles, etc.

g. Coordination of services provided by external agencies and/or other programs in which the client is enrolled.

6. Medication and Medication Support

Medication assistance will include at least daily medication reminders, nursing support and education, and coordination with medication provider. The Contractor will not be responsible for medication evaluation and provision.

H. Property Management

County agrees and acknowledges that Contractor owns property used to provide permanent and transitional housing for adults with serious mental illness. Some properties are owned and their respective programs operated by Contractor, other properties are owned by Contractor with their respective programs operated in collaboration with other community based non-profit agencies.

1. For properties that are owned by Contractor and for which their respective programs are operated by Contractor, Contractor will provide services which include: screening clients for eligibility as property residents; rental and leasing to clients; regular property inspections for health, safety, habitability, and County and local code compliance; rent collection; and staffing to ensure property repair and maintenance is completed in a timely manner. These properties include: Spring Street Shelter, Cedar Street Apartments, Belmont Apartments, Villa Terrace, Burlingame Apartments, and Hurlingame House.

2. For properties that are owned by Contractor and for which their respective programs are operated in collaboration with other community based non-profit agencies, a Memorandum Of Understanding will be completed indicating contractor's obligations including: completion of rental contracts between Contractor and clients; regular property inspections for health, safety, habitability of non-residential community areas and County and local code compliance; rent collection; and staffing to ensure that property repair and maintenance is completed in a timely manner. Included in the MOU will be a protocol for notification to the respective agency within an agreed upon timeframe, of any issues found by the property manager that could affect the health, safety and or habitability of the residents and/or lead to housing instability. A copy of the MOU will be provided to the BHRS Deputy Director by November 1st, 2015. In cooperation with such other community based non-profit agencies, contractor will participate in review of residential units as tenants move into or out of the property to assess needed repairs and assign responsibility for payment for repairs in excess of normal wear and tear. Such properties include: Santa Barbara Street, 3rd Ave., and Clinton.St. Contractor will meet on a regularly scheduled basis with the respective agenc(ies) to review any property management concerns as cited above.

I. Mental Health Services Act Funded Full Service Partnership Housing Support Program (Edgewood Turning Point)

Contractor shall provide housing and property management for up to thirty (30) Transition Age Youth through Mental Health Services Act funds in various sites and locations throughout San Mateo County.

1. Description of Services for Housing Support Program

   a. Contractor shall provide housing services for Transition-Age Youth Full Service Partnership ("FSP") Provider.

b. Contractor shall be responsible for managing service enriched housing that offers integrated housing and support services for the Housing Support Program geared toward achieving maximum levels of residential stability and improved health outcomes for enrollees.

c. Contractor shall provide Case Management and support services to Transition Age Youth who meet eligibility criteria determined by the Edgewood FSP program staff, and who will continue in Contractor's subsidized housing following their need for FSP services. Case Management and support services will focus on assisting TAY to secure employment, income and other services critical to improve self-sufficiency and maintain housing.

2. Description of Housing Support Program

a. Locate and obtain needed units of housing.

b. Ensure that leased housing remains in clean, safe, and habitable condition.

c. Collaborate on a regular basis with FSP Provider to ensure that tenants receive all practical chances and opportunities to remain housed. This will require the utilization of creative, harm reduction based techniques that go well beyond standard property management practices and activities.

d. Effectively manage relationship with property owners including timely payment of rent, monitoring and enforcement of lease provisions, and problem solving in the event of disruptive tenant behavior.

e. When all reasonable interventions have been exhausted, manage eviction, transfer, or the voluntary vacating of the unit in a timely, professional, and consistent manner in compliance with all State and local housing laws.

3. Populations to Be Served

a. Up to thirty (30) individuals made up of youth ages eighteen (18) to twenty-five (25) and emancipated minors ages sixteen (16) to eighteen (18) (collectively referred to as "Transition Age Youth" or "TAY")

b. SED and co-occuring Transition Age Youth at risk of or returning from residential placement or emancipating, with past juvenile justice or child welfare involve ment.

c. SED and dually diagnosed homeless Transition Age Youth and Transition Age Youth exiting school based, individual educational plan (IEP) driven services.

d. Newly identified Transition Age Youth that are experiencing a "first break" and have been recently diagnosed with a psychotic disorder. This target population may or may not have had prior involvement with the mental health, juvenile justice and/or child welfare systems.

4. Housing Characteristics

a. Contractor will ensure that tenants have safe, decent, affordable housing in a state of good repair, and that ongoing maintenance and repairs occur in a timely manner. Before leasing, each unit will be inspected by the Property Manager and Occupational Therapist (as each is defined in Paragraphs II.H.14.a.iii. and II.H.14.d. respectively, of this Exhibit A1) to identify any deficits relating to housing occupancy standards (HOS). These items will require repair by the landlord prior to move-in.

b. In addition to health and safety issues in identifying appropriate sites for housing, Contractor shall look at issues of access to transportation, banks, churches, parks, shopping and employment. All of these considerations will play a major role in identifying and selecting housing units for this project. On an individual basis, each unit must include a stove, refrigerator, smoke detectors, sufficient electricity to operate several appliances (at least 110 amps), window coverings, deadbolt locks, and the ability to have cable or satellite television and internet services.

5. Type of Housing

a. The plan for identifying housing will incorporate both multiple units in single sites as well as single units in scattered sites located throughout San Mateo County so that tenants can access their health care and mental health care providers, may reside close to family and other supports, and can have

opportunity and choice. These are all elements critical to successful housing.

b. As appropriate, housing options will be identified which provide elements of assisted living and 24-hour care, semi-independent living, and/or board and care facilities.

6. Collaborative Approach

a. Meetings between the Property Manager, Program Supervisor, and the FSP Provider representatives will occur on a regular basis. County will ask each FSP Provider to assign one (1) person as the single point of responsibility for contact for that agency ("FSP Provider Administrator"). Contractor will also identify a primary person to serve as the single point of responsibility and contact for the Housing Support Program. These individuals will be responsible for the coordination of communication between the two (2) entities. Additionally, Contractor will be responsible for ensuring that the following specific activities occur:

b. Property Manager will notify case managers/FSP provider staff of any problematic behavior or other circumstances that could lead to housing instability within twenty-four (24) hours of becoming aware of such behavior or circumstance, including late payment of rent.

c. Contractor staff will meet with the FSP Provider staff for regularly scheduled meetings at a minimum of once per month.

d. No eviction proceedings will begin without prior notification and/or case conference with the FSP Provider.

e. Contractor's Executive Director and Associate Director will meet with FSP Provider management on an as needed basis to resolve communication and other issues that arise between line staff.

f. Contractor's Executive Director will meet regularly with BHRS Deputy Director for Child and Youth Services and the FSP Provider Administrator to review housing trends.

g. BHRS Deputy Director for Child and Youth Services will be the arbiter of conflicting needs requests and determine

housing priorities in consultation with Contractor and FSP Provider Administrator.

7. Client Selection and Placement

   a. A personal meeting with the tenant will be held to complete the screening process. This will focus on assessing the likelihood that any applicant will be able to meet the essential requirements of tenancy as expressed in the lease as follows:
      i. To pay rent and any other charges in a timely manner.
      ii. To care for and avoid damaging the unit and common areas, use the facilities and equipment in a reasonable way, to not create health or safety hazards, to report significant maintenance needs in a timely manner.
      iii. To respect the personal and property rights of others.
      iv. To not engage in criminal activity that threatens the health and/or safety of other residents or staff.
      v. To comply with health and safety codes and necessary and reasonable rules and program requirements.

   b. Assessment for housing shall include a criminal justice background check, rental history and income verification. This will allow the rent to be set on a per person basis.

   c. If problems, issues or concerns arise, the Property Manager will meet with FSP Provider Administrator to determine if accommodations of some type are required.

8. Specific expectations pertaining to the rent-up process include:

   After initial rent up and when a unit becomes vacant, Contractor will ensure that such unit is ready for occupancy within four (4) weeks. If there are extenuating circumstances that cause placement to happen later than four (4) weeks, Contractor will notify the County.

9. Rent And Tenant Relations

   Contractor will meet the following objectives relating to rent collection and general tenant relations:

a. Contractor will ensure that the Property Management Staff will make themselves available by phone to tenants twenty-four (24) hours a day/seven (7) days per week.

b. Contractor staff will be available by phone or in person during regular business hours to assist tenants with a broad range of issues related to housing stability.

c. Contractor will establish a clear and consistent method for tenants to pay rent, including standard practices for providing notice to tenants regarding late payment.

d. When appropriate, Contractor will establish a 3rd party rent payment mechanism for tenants.

e. Contractor will develop and administer a client satisfaction survey that assesses tenant satisfaction with housing and property management services.

f. Should it be necessary to begin the eviction process, Contractor will ensure that the Property Management Staff will proceed according to all legal statutes and requirements.

10. Eviction Prevention

Individuals who are deemed continuously disruptive will become the subject of a meeting to identify possible intervention to alleviate the problem. The participants in such meeting shall be the individual, the Property Manager, the Program Supervisor and the FSP Provider staff. Efforts will be made to determine if the disruption is the result of symptoms of illness, or if the resident is under the influence of alcohol or drugs when the disruption occurs. Meeting participants will seek to determine if there is a cause that can be ameliorated, reduced or eliminated to avoid eviction, and will develop a plan of action based on complete, accurate and factual documentation of the activity. In cases where disruptive behavior is a coping mechanism for symptoms which are never completely eliminated, participants will seek to identify housing that reduces interaction with others, while maintaining the necessary supports to keep the individual successfully housed.

11. Maintenance And Unit Habitability

a. One hundred percent (100%) of the units will meet local building and health codes at time of initial rent-up.

b. One hundred percent (100%) of the units will receive a thorough annual housing quality inspection including but not limited to inspections of smoke detectors, plumbing, gas, electricity and heating systems

c. Any hazards or other unsafe or unhealthy conditions that are reported by tenant, landlord, or program personnel will be investigated within forty-eight (48) hours. Life/safety issues (including, but not limited to, heating, plumbing, and electrical systems) will be corrected within twenty-four (24) hours; non-emergency repairs will be corrected within fifteen (15) working days.

d. One hundred percent (100%) of clients needing accessibility modifications will receive them prior to move-in.

e. After thirty (30) days of trying to resolve a unit habitability issue, if a suitable resolution has not occurred, Contractor will report such occurrence to BHRS Deputy Director for Adult and Older Adult Services.

12. Landlord Relationship

a. Contractor will ensure that the Property Management Staff responds to all non-emergency complaints or calls for assistance from program landlords within twenty-four (24) hours.

b. Contractor will ensure that the Property Management Staff will respond to all emergency calls from landlords within two (2) hours.

c. Contractor will ensure that all landlords receive their rent each month on or before the date stipulated in the rental agreement.

d. Contractor will enter into rental agreements for all independent housing units rented and such agreement will include all customary tenant/landlord provisions.

e. Contractor will make all reasonable efforts to maintain positive relationships with program landlords.

13. Furnishings

a. At the point of assessment, the Property Manager, the Program Supervisor, and FSP Provider staff will work collaboratively upon referral to identify the most appropriate sites, required community amenities and resident needs. This information will all be used to create or find the optimal setting for each individual.

b. All units will have a base level of amenities and Contractor will make every effort to obtain donated furnishing for tenants of this program. Only items of good quality or better will be accepted and used. Contractor will not be responsible for storage or transportation of items.

14. Staffing Operations

a. Property Management

i. The parties agree and acknowledge that Contractor will self-manage through agency staff all aspects of property management as identified below:

ii. In order to protect client privacy, Contractor will share with the Property Management staff only the minimum client information necessary to carry out the duties hereunder. Further, no confidential mental health information will be disclosed by Contractor to the Property Management staff, nor any information prohibited from disclosure under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

iii. The agency will hire one (1.0) part-time property manager to provide property management services for the Housing Support Program ("Property Manager"). The Property Manager hours will be flexed to provide twenty-four (24) hour coverage, much of it on-call after initial lease up.

iv. The Property Manager will provide twenty-four (24) hour phones response. At all times tenants and landlords will be able to reach a person to report or address a problem.

v. The Property Manager will provide a property repair specialist (a handyman) to attend to minor repairs and maintenance of the sites.

b. Program Supervisor

As prospective tenants are identified the Program Supervisor will be responsible for orienting them to health and safety aspects of their units, local transportation and other nearby

amenities such as grocery stores and shopping center, parks, libraries, banks, churches, etc.

c. Associate Director

Contractor shall provide a twenty percent (.20) FTE associate director ("Associate Director") for the Housing Support Program who will function as the liaison between the Contractor and FSP Providers, representative payees, vendors, and will provide reporting details to funders. The Associate Director will provide general oversight of the Housing Support Program and its operations, supervise all staff, ensure completion of all reports, budgets and financial statements, oversee the work of the Property Management Firm, and function as the Housing Support Program liaison between Contractor and BHRS.

d. Occupational Therapist

Contractor shall provide a twenty percent (.20) FTE occupational therapist ("Occupational Therapist") for the Housing Support Program. The Occupational Therapist will work with each resident to assure that he or she is knowledgeable about cleaning expectations and truly understand what products to use, how and when. Periodically the Occupational Therapist may return to the housing sites to work with clients who need additional support and assistance.

e. Case Manager

Contractor shall provide a .20 FTE Case Manager for the Housing Support Program. The Case Manager will provide case management and support services, and will focus on assisting Transition Age Youth secure employment, income and other services critical to improve self-sufficiency and maintain housing.

J. Single Case Agreement

Contractor will provide housing and three meals per day for one client with serious mental illness. This client, who is without income and benefits, has been with BHRS for several years. The latest round of services began at Contractor's Spring Street Shelter. From there, client moved into transitional housing, then into more permanent housing. The

appropriateness of this current housing plan will be assessed on an annual basis on the anniversary of client's entry therein.

III. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than 5%, and 3) first appointment will be within 14 days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

a. Medications are logged in, verified, counted and added to inventory sheets.

b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.

d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

f. Medications are disposed of after the expiration date and recorded.

g. Injectable multi-dose vials are dated and initialed when opened.

h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.

i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

4. Record Retention

Paragraph 15 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 ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

5. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for

approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRS Documentation Manual located online at:
http://www.smchealth.org/sites/default/files/docs/BHRS/BHRSDocManual.pdf.

SOC contractor will utilize either documentation forms located on http://smchealth.org/SOCMHContractors or contractor's own forms that have been pre-approved.

6. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

8. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website http://www.smchealth.org/bhrs/providers/mandpost.

9. Licensing Reports

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, BHRS Deputy Director of Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

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

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

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

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

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

2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

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

11. Site Certification

a. Contractor will comply with all site certification requirements

b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:

1) Major leadership or staffing changes.
2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
5) Change of ownership or location.
6) Complaints regarding the provider.

12. Critical Incident Reporting

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

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

13. Ineligible Employees

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below.

The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. Office of Inspector General

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 of San Mateo 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: http://exclusions.oig.hhs.gov/.

b. California Department of Healthcare Services

Contractor providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Healthcare Services (DHCS) 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/SandILanding.asp. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

14. Compliance Plan and Code of Conduct

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

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

15. Fingerprint Compliance

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 or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals 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 or others who receive services through this Agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

16. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at https://www.breeze.ca.gov/datamart/loginCADCA.do Contractor will obtain a waiver when needed from BHRS Quality Management. All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form located at http://www.smchealth.org/AvatarAccess and submitted to BHRS. Contractor is requirement to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit plan to correct to address the matter.

17. Staff Termination

Contractor shall inform BHRS, in a timely fashion, when staff have been terminated. BHRS Quality Management requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

18. Minimum Staffing

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

Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org.

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

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

   a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.

   b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).

   c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.

   d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)

   e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

C. Surety Bond

Contractor shall retain and show proof of a bond issued by a surety company in accordance with Community Care Licensing's regulations for a licensee who may be entrusted with care and/or control of client's cash resources.

D. 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.

E. 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.

## IV. GOALS AND OBJECTIVES

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

A. Satisfaction

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

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

Objective 2: At least ninety percent (90%) of customer survey respondents will rate access to mental health services as good or better.

Objective 3: At least ninety percent (90%) of tenants will express satisfaction with the property management services.

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

B. Shelter

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 fifty percent (50%) of clients shall obtain stable (permanent or transitional) housing upon discharge.

Data collection to be completed by the Contractor.

C. Outpatient Services/Rehabilitation Services and Continuum of Care Permanent Supportive Housing Project (SHP)

1. Hospitalizations

Goal: To increase or maintain the client's ability to remain in the community and out of the hospital.

Objective: No more than fifteen percent (15%) of the clients in each of the programs listed in this Paragraph II. B. shall be hospitalized.

Data to be collected by Contractor.

Note: Contractor shall establish baseline data for the contract year in order to set realistic outcomes for subsequent contract years.

2. Homeless

Goal: To increase or maintain the client's ability to remain in community housing and not becoming homeless.

Objective: No more than five percent (5%) of clients in each of the programs listed in this Paragraph II.B. shall become homeless.

Data collection to be completed by Contractor.

3. Employment

Goal: To increase or maintain the client's ability to work in paid or unpaid positions, or actively seeking employment.

Objective: There shall be an increase of at least five percent (5%) in the number of clients in each of the programs listed in this Paragraph II.B. who are working in paid or unpaid positions, or actively seeking employment.

Note: Contractor shall establish baseline data for the contract year in order to set realistic outcomes for subsequent contract years.

Data collection to be completed by Contractor.

4. Incarcerations

Goal: To increase or maintain the client's ability to remain in the community and not being incarcerated.

Objective: No more than five percent (5%) of clients in each of the programs listed in this Paragraph II.B. shall be incarcerated.

Data collection to be completed by Contractor.

5. MHSA funded Full Service Partnership Housing Support Program

Goal: To increase or maintain the probability of clients remaining in housing.

Objective: At least eighty-five percent (85%) of situations that could result in eviction will be resolved without loss of housing for tenant.

To document success in meeting this objective, Contractor will develop, and submit to the County, a list of primary actions or behaviors that typically lead to eviction and a mechanism for tracking when those behaviors occur, what specific actions were taken to ameliorate the situation, and whether or not a loss of housing was avoided.

The overall evaluation of the program will be determined by tenants successfully maintaining housing. This will be tracked monthly by Contractor and reported to County.

D. Lived Experience Scholarship Fund

Goal: To provide accountability and oversight of the Lived Experience Scholarship Fund to prepare workforce with lived experience entry into the broad field of behavioral health and recovery services.

Objective: One hundred percent (100%) of the Scholarship Recipients will complete coursework in behavioral healthcare the semester the scholarship in awarded.

Data collection to be completed by Contractor.

*** END OF EXHIBIT A1 ***

EXHIBIT B1 – PAYMENTS AND RATES
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY
FY 2015 – 2016

In consideration of the services provided by Contractor in Exhibit A1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed ONE MILLION EIGHT HUNDRED TEN THOUSAND FIVE HUNDRED THREE DOLLARS ($1,810,503).

| Service Component | Maximum Amount |
|---|---|
| Emergency Housing/Shelter (Spring St. Shelter) | $440,550 |
| Outpatient Services/Rehabilitative Services | |
| CHRIS Program | 53,987 |
| Services to clients in the community | 332,157 |
| Supported Housing Project (Belmont Apts.) | 206,982 |
| Supported Housing Project (Cedar Street Apts.) | 118,821 |
| Transportation | 955 |
| Total Outpatient Services/Rehabilitative Services | 712,902 |
| Friendship Center/Community Friends | 80,132 |
| Flexible Funds | |
| Flexible Funds | 53,985 |
| Flexible Funds administration | 8,098 |
| Stipend Funds | 9,000 |
| Stipend Funds administration | 1,000 |
| Pathways Flexible Fund | 27,000 |
| Pathways Flexible Fund Administration | 3,000 |
| Total Wellness Flexible Fund | 20,000 |
| Total Wellness Flexible Fund Administration | 2,000 |
| Lived Experience Scholarship Fund | 10,000 |

| | |
|---|---|
| Lived Experience Scholarship Administration | 1,000 |
| Veterans Treatment Court Flexible Fund | 18,797 |
| Veterans Treatment Court Flexible Fund Administration | 2,089 |
| Total Flexible Funds | 155,969 |
| Shelter Plus Care Project Coordination | 66,530 |
| Continuum of Care Supported Housing Project (SHP) | 18,945 |
| Property Management | 63,996 |
| MHSA Supported Housing (TAY) (7/1/15 – 12/31/15) | 212,180 |
| MHSA supported Housing (TAY) (1/1/16 – 6/30/16) | 50,000 |
| Single Case Agreement | 9,300 |
| Total Maximum Obligation | $1,810,503 |

B. Rate of Payment

The maximum amount County shall be obligated to pay Contractor for services listed below shall not exceed ONE MILLION SIX HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS ($1,654,534).

1. For the term July 1, 2015 through December 31, 2015, Contractor shall be paid one-sixth (1/6$^{th}$) of the maximum amount per month, or ONE HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED ELEVEN DOLLARS ($133,711).

2. For the term January 1, 2016 through June 30, 2016, Contractor shall be one sixth (1/6$^{th}$) of the maximum amount per month, or ONE HUNDRED FORTY-TWO THOUSAND FORTY-FIVE DOLLARS ($142,045).

| Service Component | Maximum Amount |
|---|---|
| Emergency Housing/Shelter (Spring Street Shelter) | $ 440,550 |
| Outpatient Services/Rehabilitative Services | 712,902 |
| Friendship Center/Community Friends | 80,132 |
| Shelter Plus Care Project Coordination | 66,530 |
| Supportive Housing Project (SHP) | 18,945 |
| Property Management | 63,996 |
| MHSA Supported Housing (TAY) (7/1/15 – 6/30/16) | 262,180 |
| MHSA Supported Housing (TAY) (1/1/16 – 6/30/16) | 50,000 |
| Single Case Agreement | 9,300 |
| Total | $ 1,654,534 |

| | | |
|---|---|---|
| 1/6$^{th}$ payment per month | (7/1/15 – 12/31/15) | $ 133,711 |
| 1/6$^{th}$ payment per month | (1/1/16 – 6/30/16) | $ 142,045 |

C. Flexible Funds, Stipend Funds, Pathways Flexible Fund, Total Wellness Flexible Fund, and Lived Experience Scholarship Fund

1. Flexible Funds

Subject to the availability of State funding, Contractor shall receive a maximum of SIXTY-TWO THOUSAND EIGHTY-THREE DOLLARS ($62,083) for the Flexible Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the contract year shall be returned to County. Contractor shall invoice the County monthly for such services.

a. The maximum Flexible Fund expenditures amount is FIFTY-THREE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS ($53,985). At the beginning of the contract year, Contractor may request an advance of up to thirty percent (30%) of the maximum expenditure amount or SIXTEEN THOUSAND ONE HUNDRED NINETY-SIX DOLLARS ($16,196).

b. Contractor is entitled to EIGHT THOUSAND NINETY-EIGHT DOLLARS ($8,098) for administrative costs for managing the Flexible Fund.

2. Stipend Funds

Subject to the availability of State funding, Contractor shall receive a maximum of TEN THOUSAND DOLLARS ($10,000) for the Stipend Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the contract year shall be returned to County. Contractor shall invoice the County monthly for such services.

a. The maximum Stipend Fund expenditures amount is NINE THOUSAND DOLLARS ($9,000).

b. Contractor is entitled to ONE THOUSAND DOLLARS ($1,000) for administrative costs for managing the Stipend Fund.

3. Pathways Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of THIRTY THOUSAND DOLLARS ($30,000) for the Pathways Flexible Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the

contract year shall be returned to County. Contractor shall invoice the County monthly for such services.

a. The maximum Pathways Flexible Fund expenditures amount is TWENTY-SEVEN THOUSAND DOLLARS ($27,000). At the beginning of the contract year, Contractor may request an advance of up to thirty percent (30%) of the maximum expenditure amount or EIGHT THOUSAND ONE HUNDRED DOLLARS ($8,100).

b. Contractor is entitled to THREE THOUSAND DOLLARS ($3,000) for administrative costs for managing the Pathways Flexible Fund.

4. Total Wellness Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of TWENTY-TWO THOUSAND DOLLARS ($22,000) for the Total Wellness Flexible Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the fiscal year shall be returned to County. Contractor shall invoice the County monthly for such services

a. The maximum Total Wellness Flexible Fund expenditures amount is TWENTY THOUSAND DOLLARS ($20,000).

b. Contractor is entitled to TWO THOUSAND DOLLARS ($2,000) for administrative costs for managing the Total Wellness Flexible Fund.

5. Lived Experience Scholarship Fund

Subject to the availability of State funding, Contractor shall receive a maximum of ELEVEN THOUSAND DOLLARS ($11,000) for the Lived Experience Scholarship Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the fiscal year shall be returned to County. Contractor shall invoice the County monthly for such services.

a. The maximum Lived Experience Scholarship Fund expenditures amount is TEN THOUSAND DOLLARS ($10,000).

b. Contractor is entitled to ONE THOUSAND DOLLARS ($1,000) for administrative costs for managing the Lived Experience Scholarship Fund.

6. Veteran's Drug Court Treatment Flexible Fund

Subject to the availability of federal grant funding, Contractor shall receive a maximum of TWENTY THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS ($20,886) for the Veteran's Drug Court Treatment Flexible Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the contract year shall be returned to County. Contractor shall invoice the County monthly for such services.

a. The maximum Veteran's Drug Court Treatment Flexible Fund expenditures amount is EIGHTEEN THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS ($18,797).

b. Contractor is entitled to TWO THOUSAND EIGHTY-NINE DOLLARS ($2,089) for administrative costs for managing the Veteran's Drug Court Treatment Flexible Fund.

D. Single Case Agreement

Contractor shall be paid a maximum monthly amount of SEVEN HUNDRED SEVENTY-FIVE DOLLARS ($775). Of this amount, SIX HUNDRED FIFTY DOLLARS ($650) is for the client's room and board, SEVENTY-FIVE DOLLARS ($75) is for food and activities, and FIFTY DOLLARS ($50) is for personal expenses.

E. Contractor's annual FY 2015-16 budget is attached and incorporated into this Agreement as Exhibit C.

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

F. Modifications to the allocations in Paragraph A of this Exhibit B1 may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

G. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than $25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing

services under the terms of this Agreement through the end of the contract period without further payment from County.

I. In the event this Agreement is terminated prior to June 30, 2016, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.

J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.

K. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

L. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.

M. Monthly Invoice and Payment

1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

    a. Direct Services/Claims

    Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. 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. The electronic services file shall be in the County approved Avatar record format.

    b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

   County of San Mateo
   Behavioral Health and Recovery Services
   Contracts Unit
   225 37th Avenue, Third Floor
   San Mateo, CA 94403

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

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

P. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing

reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

Q. Inadequate Performance

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

R. Cost Report – for contracts that include Third party billing and for those contracts where a cost report is required

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

2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph R of this Exhibit B.

S. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

   a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

   b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

2. Option Two

   a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B1. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be

entitled to recoup such reimbursement through the Cost Report reconciliation.

b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

T. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

U. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A1 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 _____ "

3. The certification shall attest to the following for each beneficiary with services included in the claim:

   a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.

   b. The beneficiary was eligible to receive services described in Exhibit A1 of this Agreement at the time the services were provided to the beneficiary.

   c. The services included in the claim were actually provided to the beneficiary.

   d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.

   e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

   f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.

g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph II.A.4. of Exhibit A1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

V. Unspent Funds

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

1. Contractor shall submit a projected calculation of any savings no later than ninety (90) days before end of the fiscal year. The projected calculation will be a separate report from the year-end cost report. With the projected calculation Contractor shall return the amount of the savings.

2. At the time of the submission of the projected calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.

3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the

unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.

5. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

*** END OF EXHIBIT B1 ***