AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY

This Agreement is entered into this _____ day of _____ , 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Mental Health Association of San Mateo County, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of mental health services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C—Contractor's Budget
Attachment C—Election of the Third-Party Billing Process
Attachment D—Payor Financial Information
Attachment E—Fingerprinting Certification
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal

obligation under this Agreement exceed FOUR MILLION THREE HUNDRED FIFTY-TWO THOUSAND SIXTY-EIGHT DOLLARS ($4,352,068). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018 through June 30, 2020.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. **Hold Harmless**

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the

services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	$1,000,000
(b) Motor Vehicle Liability Insurance...	$1,000,000
(c) Professional Liability.....	$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

i. termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right

to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

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

In the case of County, to:

Name/Title: Mariana Rocha/Clinical Services Manager
Address: 802 Brewster Avenue, Redwood City, CA 94063
Telephone: (650) 363-4111

Facsimile: (650) 364-6927
Email: mrocha@smcgov.org

In the case of Contractor, to:

Name/Title: Melissa Platte/Executive Director
Address: 2868 Spring Street, Redwood City, CA 94063
Telephone: (650) 368-3345
Facsimile: (650) 368-9017
Email: melissap@mhasmc.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MENTAL HEALTH ASSOCIATION OF
SAN MATEO COUNTY

Melissa Platta
Contractor's Signature

Date: 9/24/2018

EXHIBIT A – SERVICES
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY
FY 2018 – 2020

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. 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, Stipend Fund, and Lived Experience Scholarship Fund.

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 A, 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 with at least one (1) gender neutral stall. 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, Service Connect Flexible Fund, NMT Flexible 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 Service Connect Flexible Fund. The Service Connect Flexible Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Service Connect Flexible Funded goods and services, Contractor shall appropriate the amount requested to the specified vendor or to reimburse a provider.

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

8. 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.

9. 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).

10. Specific administrative activities shall include:

a. Administer Flexible Fund, Stipend Fund, Pathways Flexible Fund, Total Wellness Flexible Fund, Veterans Treatment Court Flexible Fund, NMT Flexible Fund, and Service Connect Flexible Fun in conformance with BHRS Policy 00-03: Flexible Funds.

b. Receive and process Flexible Fund, Stipend Fund, Pathways Flexible Fund, Total Wellness Flexible Fund, NMT Flexible Fund, Veterans Treatment Court Flexible Fund, and Service Connect Flexible Fund authorization forms;

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

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

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

f. 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, NMT Flexible Fund, Service Connect Flexible Fund, and Lived Experience Scholarship Fund.

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

h. 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 and Waverly Place 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 or Waverly Place.

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, Burlingame House and Waverly Place.

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. Any modifications to the MOU are to be submitted to BHRS within thirty (30) days of the signed change. 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.

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 involvement.

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 A) 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, places of worship, 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.

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 14 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 within twenty-four (24) hours to BHRS Quality Management (via fax # 650-525-1762) and contact the BHRS Deputy Director of Adult and

Older Adult Services 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 comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can be found online at: http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01. 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 a plan to correct to address the matter.

a. Credentialing Check – Initial
During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment F – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment F and return it along with all other contract forms.

b. Credentialing Check – Monthly
Contractor will complete Attachment F – Agency/Group Credentialing Information each month and submit the

completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

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

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

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR

2. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

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

16. Staff Termination

Contractor shall inform BHRSwhen staff have been terminated prior to or at the time of separation. 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. Termination of computer access needs to be simultaneous with the departure of staff, not after or later.

17. 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 ode@smcgov.org.

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

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

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

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

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

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

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

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

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

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

5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS

Analyst/Program Manager and HEIM at ode@smcgov.org 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 A ***

EXHIBIT B – PAYMENTS AND RATES
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY
FY 2018 – 2020

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed FOUR MILLION THREE HUNDRED FIFTY-TWO THOUSAND SIXTY-EIGHT DOLLARS ($4,352,068).

1. FY 2018-19

County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement for the period July 1, 2018 through June 30, 2019:

Service Component	Maximum Amount
Emergency Housing/Shelter (Spring St. Shelter)	$462,841
Outpatient Services/Rehabilitative Services	
CHRIS Program	56,719
Services to clients in the community	348,965
Supported Housing Project (Belmont Apts.)	217,455
Supported Housing Project (Cedar Street Apts.)	124,833
Supported Housing Project (Waverly Place)	143,550
Transportation	1,003
Total Outpatient Services/Rehabilitative Services	892,525
Friendship Center/Community Friends	84,187
Flexible Funds	
Flexible Funds	74,130
Flexible Funds administration	9,162
Stipend Funds	12,783
Stipend Funds administration	1,580
Pathways Flexible Fund	26,700

Pathways Flexible Fund Administration	3,300
Service Connect Flexible Fund	27,047
Service Connect Flexible Fund Administration	3,343
NMT Flexible Fund	9,790
NMT Flexible Fund Administration	1,210
Total Wellness Flexible Fund	8,587
Total Wellness Flexible Fund Administration	1,061
Lived Experience Scholarship Fund	10,235
Lived Experience Scholarship Administration	1,265
Veterans Treatment Court Flexible Fund	27,894
Veterans Treatment Court Flexible Fund Administration	3,447
Total Flexible Funds	221,535
Shelter Plus Care Project Coordination	69,896
Continuum of Care Supported Housing Project (SHP)	19,903
Property Management	67,234
MHSA Supported Housing (TAY)	378,446
TOTAL FY 2018-19 OBLIGATION	$2,196,567

2. FY 2019-20

County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement for the period July 1, 2019 through June 30, 2020:

Service Component	Maximum Amount
Emergency Housing/Shelter (Spring St. Shelter)	$462,841
Outpatient Services/Rehabilitative Services	
CHRIS Program	56,719
Services to clients in the community	348,965
Supported Housing Project (Belmont Apts.)	217,455
Supported Housing Project (Cedar Street Apts.)	124,833
Supported Housing Project (Waverly Place)	143,550
Transportation	1,003
Total Outpatient Services/Rehabilitative Services	892,525
Friendship Center/Community Friends	84,187
Flexible Funds	
Flexible Funds	55,254
Flexible Funds administration	6,829
Stipend Funds	8,900
Stipend Funds administration	1,100
Pathways Flexible Fund	26,700
Pathways Flexible Fund Administration	3,300
Service Connect Flexible Fund	26,700
Service Connect Flexible Fund Administration	3,300
NMT Flexible Fund	9,790
NMT Flexible Fund Administration	1,210
Total Wellness Flexible Fund	4,895
Total Wellness Flexible Fund Administration	605
Lived Experience Scholarship Fund	9,790
Lived Experience Scholarship Administration	1,210
Veterans Treatment Court Flexible Fund	18,589
Veterans Treatment Court Flexible Fund Administration	2,297
Total Flexible Funds	180,469
Shelter Plus Care Project Coordination	69,896
Continuum of Care Supported Housing Project (SHP)	19,903

Property Management	67,234
MHSA Supported Housing (TAY)	378,446
TOTAL FY 2019-20 OBLIGATION	$2,155,501

B. Rate of Payment

1. FY 2018-19

The maximum amount County shall be obligated to pay Contractor for services listed below shall not exceed ONE MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND THIRTY-TWO DOLLARS ($1,975,032). The rate of payment by County to Contractor shall be one-twelfth (1/12th) of the maximum amount, per year, per month, or ONE HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS ($164,586).

Service Component	Maximum Amount
Emergency Housing/Shelter (Spring Street Shelter)	$ 462,841
Outpatient Services/Rehabilitative Services	892,525
Friendship Center/Community Friends	84,187
Shelter Plus Care Project Coordination	69,896
Supportive Housing Project (SHP)	19,903
Property Management	67,234
MHSA Supported Housing (TAY)	378,446
Total	$1,975,032
1/12th payment per month	$ 164,586

2. FY 2019-20

The maximum amount County shall be obligated to pay Contractor for services listed below shall not exceed ONE MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND THIRTY-TWO DOLLARS ($1,975,032). The rate of payment by County to Contractor shall be one-twelfth (1/12th) of the maximum amount, per year, per month, or ONE HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS ($164,586).

Service Component	Maximum Amount
Emergency Housing/Shelter (Spring Street Shelter)	$ 462,841
Outpatient Services/Rehabilitative Services	892,525
Friendship Center/Community Friends	84,187
Shelter Plus Care Project Coordination	69,896
Supportive Housing Project (SHP)	19,903
Property Management	67,234
MHSA Supported Housing (TAY)	378,446
Total	$ 1,975,033

1/12th payment per month $ 164,586

C. Flexible Funds, Stipend Funds, Pathways Flexible Fund, Total Wellness Flexible Fund, Service Connect Flexible Fund, Veterans Treatment Court Flexible Fund, NMT Flexible Fund, and Lived Experience Scholarship Fund

1. FY 2018 – 2019

Subject to the availability of State funding, Contractor shall receive the following:

a. Adult Flexible Funds

The maximum amount shall not exceed EIGHTY-THREE THOUSAND TWO HUNDRED NINETY-TWO DOLLARS ($83,292) for the Adult 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.

i. The maximum Adult Flexible Fund expenditures amount is SEVENTY-FOUR THOUSAND ONE HUNDRED THIRTY DOLLARS ($74,130). At the beginning of the contract year, Contractor may request an advance of up to thirty percent (30%) of the maximum expenditure amount or TWENTY-TWO THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS ($22,239).

ii. Contractor is entitled to NINE THOUSAND ONE HUNDRED SIXTY-TWO DOLLARS ($9,162) for administrative costs for managing the Adult Flexible Fund.

b. Stipend Funds

Subject to the availability of State funding, Contractor shall receive a maximum of FOURTEEN THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS ($14,363) 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.

i. The maximum Stipend Fund expenditures amount is TWELVE THOUSAND SEVEN HUNDRED EIGHTY-THREE DOLLARS ($12,783).

ii. Contractor is entitled to ONE THOUSAND FIVE HUNDRED EIGHTY DOLLARS ($1,580) for administrative costs for managing the Stipend Fund.

c. 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.

i. The maximum Pathways Flexible Fund expenditures amount is TWENTY-SIX THOUSAND SEVEN HUNDRED DOLLARS ($26,700). 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 TEN DOLLARS ($8,010).
ii. Contractor is entitled to THREE THOUSAND THREE HUNDRED DOLLARS ($3,300) for administrative costs for managing the Pathways Flexible Fund.

d. Total Wellness Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of NINE THOUSAND SIX HUNDRED FORTY-EIGHT DOLLARS ($9,648) 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

i. The maximum Total Wellness Flexible Fund expenditures amount is EIGHT THOUSAND FIVE HUNDRED EIGHTY-SEVEN DOLLARS ($8,587).
ii. Contractor is entitled to ONE THOUSAND SIXTY-ONE DOLLARS ($1,061) for administrative costs for managing the Total Wellness Flexible Fund.

e. Lived Experience Scholarship Fund

Subject to the availability of State funding, Contractor shall receive a maximum of ELEVEN THOUSAND FIVE HUNDRED DOLLARS ($11,500) 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.

i. The maximum Lived Experience Scholarship Fund expenditures amount is TEN THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS ($10,235).

ii. Contractor is entitled to ONE THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS ($1,265) for administrative costs for managing the Lived Experience Scholarship Fund.

f. Service Connect Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of THIRTY THOUSAND THREE HUNDRED NINETY DOLLARS ($30,390) for the Service Connect 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.

i. The maximum Service Connect Flexible Fund expenditures amount is TWENTY-SEVEN THOUSAND FORTY-SEVEN DOLLARS ($27,047). 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 FOURTEEN DOLLARS ($8,114).

ii. Contractor is entitled to THREE THOUSAND THREE HUNDRED FORTY-THREE DOLLARS ($3,343) for administrative costs for managing the Service Connect Flexible Fund.

g. NMT Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of ELEVEN THOUSAND DOLLARS ($11,000) for the NMT 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.

i. The maximum NMT Flexible Fund expenditures amount is NINE THOUSAND SEVEN HUNDRED NINETY DOLLARS ($9,790). At the beginning of the

contract year, Contractor may request an advance of up to thirty percent (30%) of the maximum expenditure amount or TWO THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS ($2,937).

ii. Contractor is entitled to ONE THOUSAND TWO HUNDRED TEN DOLLARS ($1,210) for administrative costs for managing the NMT Flexible Fund.

h. Veteran's Treatment Court Flexible Fund

Subject to the availability of federal grant funding, Contractor shall receive a maximum of THIRTY-ONE THOUSAND THREE HUNDRED FORTY-TWO DOLLARS ($31,342) for the Veteran's Treatment Court 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.

i. The maximum Veteran's Treatment Court Flexible Fund expenditures amount is TWENTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS ($27,894).

ii. Contractor is entitled to THREE THOUSAND FOUR HUNDRED FORTY-SEVEN DOLLARS ($3,447) for administrative costs for managing the Veteran's Treatment Court Flexible Fund.

i. 2017-18 Unspent Flexible Funds

County shall pay Contractor one time only FY 2017-18 unspent Flexible Funds in the amount of FORTY-ONE THOUSAND SIXTY-SIX DOLLARS ($41,066), as described above and in Exhibit C of Contractor's FY 2018-19 Budget. The rollover Flex Fund amounts for FY 2018-19 are as follows:

Adult Flexible Fund	$21,209.07
Consumer Stipend Flex Fund	$ 4,362.50
Service Connect Flex Fund	$ 390.32
Total Wellness Flex Fund	$ 4,148.34
Veterans Court Flex Fund	$10,455.75
Lived Experience Scholarship Fund	$ 500.00

2. FY 2019 – 2020

Subject to the availability of State funding, Contractor shall receive the following:

a. Adult Flexible Funds

The maximum amount shall not exceed SIXTY-TWO THOUSAND EIGHTY-THREE DOLLARS ($62,083) for theAdult 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.

i. The maximum Adult Flexible Fund expenditures amount is FIFTY-FIVE THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS ($55,254). 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 FIVE HUNDRED SEVENTY-SIX DOLLARS ($16,576).

ii. Contractor is entitled to SIX THOUSAND EIGHT HUNDRED TWENTY-NINE DOLLARS ($6,829) for administrative costs for managing the Adult Flexible Fund.

b. 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.

i. The maximum Stipend Fund expenditures amount is EIGHT THOUSAND NINE HUNDRED DOLLARS ($8,900).

ii. Contractor is entitled to ONE THOUSAND ONE HUNDRED DOLLARS ($1,100) for administrative costs for managing the Stipend Fund.

c. 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.

i. The maximum Pathways Flexible Fund expenditures amount is TWENTY-SIX THOUSAND SEVEN HUNDRED DOLLARS ($26,700). 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 ELEVEN DOLLARS ($8,011).

ii. Contractor is entitled to THREE THOUSAND THREE HUNDRED DOLLARS ($3,300) for administrative costs for managing the Pathways Flexible Fund.

d. Total Wellness Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500) 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.

i. The maximum Total Wellness Flexible Fund expenditures amount is FOUR THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS ($4,895).

ii. Contractor is entitled to SIX HUNDRED FIVE DOLLARS ($605) for administrative costs for managing the Total Wellness Flexible Fund.

e. 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.

i. The maximum Lived Experience Scholarship Fund expenditures amount is NINE THOUSAND SEVEN HUNDRED NINETY DOLLARS ($9,790).

ii. Contractor is entitled to ONE THOUSAND TWO HUNDRED TEN DOLLARS ($1,210) for administrative costs for managing the Lived Experience Scholarship Fund.

f. Service Connect Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of THIRTY THOUSAND DOLLARS ($30,000) for the Service Connect 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.

i. The maximum Service Connect 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).

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

g. NMT Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of ELEVEN THOUSAND DOLLARS ($11,000) for the NMT 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.

i. The maximum NMT Flexible Fund expenditures amount is NINE THOUSAND NINE HUNDRED DOLLARS ($9,900). At the beginning of the contract year, Contractor may request an advance of up to thirty percent (30%) of the maximum expenditure amount or TWO THOUSAND NINE HUNDRED SEVENTY DOLLARS ($2,970).

ii. Contractor is entitled to ONE THOUSAND ONE HUNDRED DOLLARS ($1,100) for administrative costs for managing the NMT Flexible Fund.

h. Veteran's Treatment Court 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 Treatment Court 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.

i. The maximum Veteran's Treatment Court Flexible Fund expenditures amount is EIGHTEEN THOUSAND FIVE HUNDRED EIGHTY-NINE DOLLARS ($18,589).

ii. Contractor is entitled to TWO THOUSAND TWO HUNDRED NINETY-SEVEN DOLLARS ($2,297) for administrative costs for managing the Veteran's Treatment Court Flexible Fund.

D. Contractor's annual FY 2018-19 budget is attached and incorporated into this Agreement as Exhibit C. Contractor's FY 2019-20 budget is attached and incorporated into this Agreement as Exhibit D.

E. 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 B 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, 2020, 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
Attn: Contracts Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

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

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 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 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 A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

   Executed at _____ California, on _____20___

Signed _____ Title _____

Agency _____ "

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 A 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 III.A.4. of Exhibit A 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 B ***

MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY			
EXHIBIT C - CONTRACTOR'S BUDGET			
		2018/2019 Board Approved Budget	
EXPENDITURES			
Salaries		$1,758,900	
FICA		$140,196	
SUI		$20,730	
Workman's Comp		$90,056	
Retirement		$30,723	
Medical/Dental/Vision 24% inc.		$237,779	
Independent Contractors		$66,514	
Liability Insurance		$53,598	
Audit and Accounting		$8,000	
Property Management		$203,931	
Office Supplies		$15,211	
Telephone		$31,767	
Friendship Center Activities		$27,500	
Program Activities		$23,065	
Direct Client Assistance		$697,334	
Mortgages/Occupancy/Reserve Interest		$53,500	
Food/Housekeeping Supplies		$36,750	
Utilities		$116,100	
Printing		$1,450	
Postage		$3,900	
Subscriptions/Publications		$925	
Equipment/Maintenance		$175,785	
Property Tax		$24,577	
Transportation (Mileage)		$35,100	
Hotels/Meals/Meetings		$1,725	
Miscellaneous		$1,800	
Staff Recruitment/Training		$17,328	
Replacement and Operating Reserves		$32,568	
ADM./MGMT.		$494,054	
TOTAL		**$4,400,866**	
INCOME			
Foundations/Contributions		$273,649	
Investment Income		$81,757	
Mental Health Association Rental Income		$669,447	
HUD/FEMA		$143,284	
Total Gov't Fees and Grants		$2,867,420	
Program Service Fees			
Mid-Peninsula Housing Corp.		$132,008	
Training Support		$5,253	
Cedar Street Apartments, Inc. /Waverly		$41,428	
Total Program Service Fees		$178,689	
Total Administrative Overhead Income		$123,273	
Other Income		$63,348	
TOTAL INCOME		**$4,400,867**	

Attachment C
Election of Third Party Billing Process

Effective July 1, 2005, San Mateo County Behavioral Health and Recovery Services (SMCBHRS) will be required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

In order to comply with the serial billing requirement, you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this information. Please select and complete one of the two options below:

Option One
Our agency will bill other insurance, and provide SMCBHRS with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

We Mental Health Association of San Mateo County elect option one.

_____ _____
Signature of authorized agent Name of authorized agent

_____
Telephone number

Option Two
Our agency will provide information to San Mateo County Behavioral Health and Recovery Services (SMCBHRS) so that SMCBHRS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCBHRS Billing Office with the completed "assignment" that indicates the client's permission for SMCBHRS to bill their insurance.

We Mental Health Association of San Mateo County elect option two.

Melissa L Platte Melissa Platte
Signature of authorized agent Name of authorized agent

(650)257-8814
Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Business Systems Manager
Behavioral Health and Recovery Services
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403
(650) 573-2284

Attachment D – Agency Payor Financial

Client ID *(Do name search):*	**Client Date of Birth (Required):**	**SSN (Required):**
Last Name:	**First Name:**	**M.I.**
Alias or other names used:	**Undocumented?** ☐ Yes ☐ No	

Does Client have Medi-Cal? ☐ Yes ☐ No **Share of Cost Medi-Cal?** ☐ Yes ☐ No

Client's Medi-Cal Number *(CIN Number)*? _____

Please attach copy of MEDS screen. If client has Full Scope Medi-Cal and no other insurance coverage, skip the remaining sections of this form and fax to MIS/Billing Unit (650) 573-2110.

Is client potentially eligible for Medi-Cal benefits? ☐ Yes ☐ No Client referred to Medi-Cal? ☐ Yes ☐ No

Date of Referral: _____ **Is this a Court-ordered Placement?** ☐ Yes ☐ No

Does Client have Medicare? ☐ Yes ☐ No

If yes, please check all that apply ____Part A ____Part B ____Part D

What is the Client's Medicare Number (*HIC Number*)? _____

Signed Assignment of Benefits? ☐ Yes ☐ No **Please attach copy of Medicare card**

Responsible Party's Information (Guarantor):

Name: _____ **Phone:** _____

Relationship to Client: _____ ☐ **Self**

Address: _____ **City:** _____

State: _____ **Zip Code:** _____

☐ **Refused to provide Financial Information and will be charged full cost of service.**

3rd Party Health Insurance Information

Health Plan or Insurance Company (Not employer)

Company Name: _____ **Policy Number:** _____

Street Address: _____ **Group Number:** _____

City: _____ **Name of Insured Person:** _____

State: _____ **Zip:** _____ **Relationship to Client:** _____

Insurance Co. phone number: _____ **SSN of Insured Person (if other than client):** _____

Please attach copy of insurance card *(front & back)* **Signed Assignment of Benefits?** ☐ Yes ☐ No

Does the client have Healthy Kids Insurance? ☐ Yes ☐ No If Yes, please attach copy of insurance card *(front & back)*

Does the client has HealthWorx Insurance? ☐ Yes ☐ No If Yes, please attach copy of insurance card *(front & back)*

Client Authorization

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more that the UMDAP liability amount, I will pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not authorize, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided un 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

_____ _____

Signature of Client or Authorized Person Date

Client refused to sign Authorization: ☐ Please check, if applicable Date: _____ Reason_____

Name of Interviewer:_____ Phone Number: _____ Best time to contact_____

Fax completed copy to: MIS/Billing Unit (650)573-2110

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

____ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Mental Health Association of San Mateo County
Name of Contractor

Melissa Platte
Signature of Authorized Official

Melissa Platte
Name (please print)

Executive Director
Title (please print)

9/24/2018
Date

Revised 10/5/2017 S.Reed

ATTACHMENT I

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

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:	Shane Young
Name of Contractor(s):	Mental Health Association of San Mateo County
Street Address or P.O. Box:	2686 Spring Street
City, State, Zip Code:	Redwood City, CA 94063

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

Signature:	Melissa Platto
Title of Authorized Official:	Executive Director
Date:	9/24/2018

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