

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND PENINSULA FAMILY SERVICE**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Peninsula Family Service, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on May 26, 2016, for senior peer counseling services for the term of July 1, 2016 through June 30, 2018, in an amount not to exceed \$612,784; and

WHEREAS, the parties wish to amend the Agreement extend the term to July 1, 2016 through June 30, 2020, and increase the amount by \$686,784, for a new amount not to exceed of \$1,299,568.

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

1. Section 1. Exhibits and Attachments of the agreement is amended to read as follows:

Exhibits, Attachments, and Services

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

- Exhibit A-1—Services
- Exhibit B-1—Payments and Rates
- Attachment D—Agency Payor Financial
- Attachment E—Fingerprinting Certification
- Attachment I—§ 504 Compliance

Attachment H—HIPAA Business Associate Requirement

Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B-1, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A-1.

2. Section 2. Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A-1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B-1." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION TWO HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS (\$1,299,568).

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016 through June 30, 2020.

4. Exhibit A is hereby deleted and replaced with Exhibit A-1 attached hereto.
5. Exhibit B is hereby deleted and replaced with Exhibit B-1 attached hereto.
6. All other terms and conditions of the agreement dated May 26, 2016, between the County and Contractor shall remain in full force and effect.

Signature page follows

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PENINSULA FAMILY SERVICE

Beatrix Chang
Contractor's Signature

Date: 8/23/18

EXHIBIT A-1 – SERVICES
PENINSULA FAMILY SERVICE
FY 2016 – 2020

In consideration of the payments set forth in Exhibit B-1, Contractor shall provide the following services:

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

I. Senior Peer Counseling Services Program

The goals of this program are: 1) to improve the ability of ethnically and culturally diverse communities of older adults in all areas of the San Mateo County to live in community based settings and to have the highest possible quality of life; and 2) to ensure access to Senior Peer Counseling services for older adults in every area of the County and to the diverse ethnic/cultural groups in the County. These goals will be achieved by developing a broad culturally/linguistically diverse volunteer network. Contractor will maintain and expand the Senior Peer Counseling Program with a focus on serving older adults from unserved/underserved populations and geographical areas in the County.

A. Target Populations

The target population for these services includes older adults experiencing mental health issues such as depression or anxiety which impact their functioning and overall quality of life. The focus of these services will be on serving clients from the following cultural backgrounds or groups: Chinese, Pacific Islander, Filipino, and other Asian, Latino/Spanish-speaking, African American and Lesbian/Gay/Bisexual /Transgender (LGBT).

B. Target Geographical Areas

The focus of these services will include services to older adults experiencing mental health in geographically isolated areas: Coast-side, North County and South County.

C. Outcomes

Contractor shall achieve the following program outcomes.

1. Have a minimum of ninety (90) trained and active Senior Peer Counselors in the program who reflect the diversity of San Mateo County's un/underserved populations of older adults, specifically the target populations. An active volunteer is defined as someone who has successfully completed the senior peer counseling six (6) week training program and who has provided face-to-face senior peer counseling services to a client in the last ninety (90) days.
2. Recruit new Senior Peer Counselor volunteers who reflect the diversity of target populations.
 - a. A minimum of sixty (60) new Senior Peer Counselor volunteers in FY 2016-2018.
 - b. A minimum of sixty-seven (67) new Senior Peer Counselor volunteers in FY 2018-2020.
3. New Senior Peer Counselor volunteers will be trained and complete a six (6) week Senior Peer Counselor volunteer training. A minimum of three (3) trainings consisting of two (2) in English with breakout sessions addressing more complex clinical issues provided in Chinese Language as needed, and (1) in Spanish) Volunteers shall reflect the diversity of San Mateo County, particularly the target populations. Of the new recruits ten (10) will pilot new program to provide one to one service on every other week to reduce the waiting list and serve more clients.
 - a. A minimum of thirty-six (36) New Senior Peer Counselors will be trained in FY 2016-2018.
 - b. A minimum of forty (40) New Senior Peer Counselors will be trained in FY 2018-2020.
4. Expand the Senior Peer Counseling Program to serve new, unduplicated clients. An active client is defined as an individual who has received face-to-face services from a senior peer counselor in the last ninety (90) days. Clients will primarily represent the target populations.
 - a. One hundred (100) new, unduplicated clients, for a total number of four hundred twenty-five (425) active clients shall be served in FY 2016-2018.
 - b. One hundred eleven (111) new, unduplicated clients, for a total number of four hundred seventy-two (472) active clients shall be served in FY 2018-2020.

D. Services to be Provided

Administrative and program management services will be provided to expand the Senior Peer Counseling Program and support its continued operation. Services include volunteer and client recruitment, volunteer employment, volunteer training and supervision, and data collection services. Direct services to older adults with mental health issues will be provided by the volunteer Senior Peer Counselors. Services will be provided through one-to-one home visits and community-based support group meetings, offering emotional support, guidance, and resource linkage to older adults in San Mateo County.

1. Recruitment of New Senior Peer Counselor Volunteers

- a. Sixty (60) New Senior Peer Counselor Volunteers in FY 2016-2018.
- b. Sixty-seven (67) New Senior Peer Counselor Volunteers in FY 2018-2020.
- c. Continue developing LGBT focused component of Senior Peer Counseling Program.
- d. Implement recruitment strategies ensuring outreach is made to the priority population groups.
- e. Revise volunteer selection criteria and screening tools as appropriate.
- f. Continue to actively recruit Senior Peer Counselor Volunteers.
- g. Provide regular in-service training for Senior Peer Counseling Volunteers.
- h. Option to plan and host a yearly Senior Peer Counseling recognition event and annual party.

2. Train new Senior Peer Counselor Volunteers through conducting three (3) six (6) week Senior Peer Counselor Volunteer Trainings. Trainings will be presented in a fashion to reflect the needs of the volunteers and will include one training provided in Spanish and one training provided in Chinese Language as needed.

- a. Train at least thirty-six (36) new Senior Peer Counselor Volunteers in FY 2016-2018.

- b. Train at least forty (40) new Senior Peer Counselor Volunteers in FY 2018-2020.
- c. Provide ongoing training for all Program Coordinators.
- d. Review training materials and ensure training materials are appropriate to meet the needs of the volunteers.
- e. Translate any new training materials as is appropriate to meet the needs of the volunteers to be trained.
- f. Hold a minimum of three (3) six (6) week Senior Peer Counselor Volunteer trainings (consisting of two (2) English with breakout sessions addressing more complex clinical issues provided in Chinese Language as needed, and one (1) in Spanish with between eight (8) – twelve (12) people in each training.

Trainings will be presented in a fashion to reflect the needs of the of the volunteers and will include one (1) training provided in Spanish and one (1) training provided in the Chinese Language as needed.

- 3. Provide and meet all volunteer employment requirements related to confidentiality and certification of volunteers to work with dependent older adults including HIPAA training, fingerprinting of volunteers.
- 4. Expand the current Senior Peer Counseling Services Program to provide services.
 - a. To a total of one hundred (100) new, unduplicated clients for a total number of four hundred twenty-five (425) unduplicated clients in FY 2016-2018.
 - b. To a total of one hundred eleven (111) new, unduplicated clients for a total number of four hundred seventy-two (472) unduplicated clients in FY 2018-2020.
 - c. Assess the ability of the current Senior Peer Counseling Program to increase the number of clients being seen and develop strategies to increase capacity.
 - d. Develop strategies to recruit clients into program, particularly reaching out to the un/underserved population groups and underserved geographical areas.

- e. Implement outreach and recruitment strategies.
- f. Maintain supervision structure that meets the needs for cultural and geographic area.
- g. Explore options for providing group services to homebound older adults.

5. Senior Peer Counseling Services

Provide volunteer senior peer counseling services to clients including one-to-one home visits, community-based support group meetings, and social events (group and individual). Senior peer counseling service will include providing linkages which address mental health, medical, daily living, and socialization needs.

E. Staffing

Contractor shall provide administrative, supervisory, and training services necessary to oversee this program. Contractor shall provide staff who give the program the broadest ethnic/cultural and linguistic coverage possible.

F. Data Collection

Contractor will build database of clients and volunteers, collect and analyze data.

Contractor will collect the following data quarterly throughout the life of the contract and in a final report. Data shall be provided at a total and by individual target populations.

1. Number of recruited Senior Peer Counselors
2. Total number of Senior Peer Counselors
3. Number of new, trained Senior Peer Counselors
4. Total Number of trainings held, and the number of people completing each training
5. Total number unduplicated clients served
6. Number of clients receiving individual (one-to-one) services and number of clients receiving group services

7. Detailed information on groups
8. Waiting list status/update
9. Top referral sources

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. 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.

2. 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 Mental Health & AOD Documentation Manual located online at:

<https://www.smchealth.org/sites/main/files/file-attachments/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.

Substance Use provider services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.smchealth.org/bhrs/aod/handbook>.

Managed Care providers shall document services in accordance with the BHRM Managed Care Provider Manual: located online at https://www.smchealth.org/sites/main/files/file-attachments/msomanual_2.26.18.pdf. Managed Care Providers will utilize documentation forms located at <http://www.smchealth.org/bhrs/contracts>.

3. 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 BHRM 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.

4. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRM, 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.

5. 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>.

6. Critical Incident Reporting

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

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

7. Ineligible Employees

Behavioral Health and Recovery Services (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 A – Agency/Group Credentialing Information will be included in

the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

- b. Credentialing Check – Monthly
Contractor will complete Attachment A – 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.

8. 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>.

9. 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:

- a. 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
- b. Obtain an exemption 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.

10. Staff Termination

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

11. Minimum Staffing Requirements

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 30th 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 (ode@smcgov.org) to plan for appropriate technical assistance.

III. GOALS AND OBJECTIVES

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

Goal 1: The overall goal of this program is to improve the ability of the ethnically and culturally diverse communities of older adults in San Mateo County to live in community-based settings and to have the highest possible quality of life.

Objective 1: Contractor shall recruit, maintain, and train at least thirty-six (36) new Senior Peer Counselor volunteers in the six (6) week Senior Peer Counselor volunteer training course who reflect the diversity of target populations by June 30, 2017.

Objective 2: Contractor shall expand the current Senior Peer Counseling Program to serve an additional one hundred (100) new, unduplicated clients, for a total number of four hundred twenty-five (425) clients by June 30, 2017. A specific emphasis will be placed on increasing the number of clients from target populations and underserved geographical areas.

Objective 3: Contractor shall recruit, maintain, and train at least forty (40) new Senior Peer Counselor volunteers in the six (6) week Senior Peer Counselor volunteer training course who reflect the diversity of target populations by June 30, 2020.

Objective 4: Contractor shall expand the current Senior Peer Counseling Program to serve an additional one hundred eleven (111) new, unduplicated clients, for a total number of four hundred seventy-two (472) clients by June 30, 2020. A specific emphasis will be placed on increasing the number of clients from target populations and underserved geographical areas.

Objective 5: Contractor shall conduct annual client satisfaction surveys and annual peer counselor satisfaction surveys to measure the following:

- a. Minimum percentage of clients who rate service as good or better – target of 90%

- b. Minimum percentage of senior peer counselors who rate training as beneficial – target of 90%.

Goal 2: 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 clients shall rate services as satisfactory.

*** END OF EXHIBIT A-1 ***

EXHIBIT B-1 – PAYMENTS AND RATES

PENINSULA FAMILY SERVICE
FY 2016 – 2020

In consideration of the services provided by Contractor in Exhibit A-1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed ONE MILLION TWO HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS (\$1,299,568) for fiscal years 2016-2020. The maximum amount for each fiscal year is as follows:

FY 2016-17	\$306,392
FY 2017-18	\$306,392
FY 2018-19	\$343,392
FY 2019-20	<u>\$343,392</u>
Total	\$1,299,568

B. Senior Peer Counseling Services

For Senior Peer Counseling Services Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A-1. Unless otherwise authorized by the Chief of the Health System or designee, the monthly payment by County to Contractor for the services described in Paragraph I.B. of this Exhibit B-1 shall be one-twelfth (1/12) of the total obligation for those services or TWENTY FIVE THOUSAND FIVE HUNDRED THIRTY TWO DOLLARS (\$25,532) from July through October, and TWENTY FIVE THOUSAND FIVE HUNDRED THIRTY THREE DOLLARS (\$25,533) from November through June for FY

2016-2018; and TWENTY-EIGHT THOUSAND SIX HUNDRED SIXTEEN (\$28,616) for FY 2018-2020.

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

- C. Modifications to the allocations in Paragraph A of this Exhibit B-1 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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
Contract Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

- I. 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.
- J. 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.
- K. 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.

L. 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.

M. 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-1. 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.

N. 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.

O. 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 an invoice to the County for reimbursement for services provided under Exhibit A-1 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 invoice for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____ 20__

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the invoice:
 - 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-1 of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the invoice were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A.1 of Exhibit A-1 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.

*** END OF EXHIBIT B-1 ***

Attachment D – Agency Payor Financial

Client ID <i>(Do name search):</i> _____	Client Date of Birth (Required): _____	SSN (Required): _____
Last Name: _____	First Name: _____	M.I. _____
Alias or other names used: _____		Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No
Does Client have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Share of Cost Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Client's Medi-Cal Number (CIN Number)? _____ <i>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.</i> Is client potentially eligible for Medi-Cal benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No Client referred to Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Referral: _____ Is this a Court-ordered Placement? <input type="checkbox"/> Yes <input type="checkbox"/> No Does Client have Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No Please attach copy of Medicare card		
Responsible Party's Information (Guarantor): Name: _____ Phone: _____ Relationship to Client: _____ <input type="checkbox"/> Self Address: _____ City: _____ State: _____ Zip Code: _____ <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the client have Healthy Kids Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please attach copy of insurance card (front & back)</i>		
Does the client has HealthWorx Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please attach copy of insurance card (front & back)</i>		
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 than 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: <input type="checkbox"/> 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

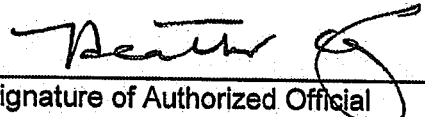
FINGERPRINTING CERTIFICATION

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)

- 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).

Peninsula Family Service
Name of Contractor


Signature of Authorized Official

Heather Cleary
Name (please print)

Chief Executive Officer
Title (please print)

8/30/18
Date

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:

Larry Diskin

Name of Contractor(s):

Peninsula Family Service

Street Address or P.O. Box:

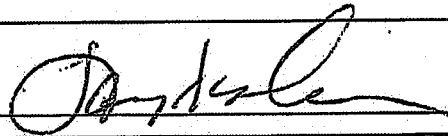
24 Second Ave.

City, State, Zip Code:

San Mateo, CA, 94401

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

Signature:



Title of Authorized Official:

VP of Human Resources

Date:

8/23/18

*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."