

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND ALAS: AYUDANDO LATINOS A
SOÑAR**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ALAS: Ayudando Latinos A Soñar, 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 June 13, 2023 for the provision of multi-cultural wellness program services; and

WHEREAS, the parties wish to amend the Agreement to extend the term through August 31, 2024 and increase the payment maximum.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth 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 FIVE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$545,229). 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.

2. Section 4. 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, 2023, through August 31, 2024.

3. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.
4. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.
5. All other terms and conditions of the agreement dated June 13, 2023, 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

CONTRACTOR NAME: ALAS: AYUDANDO LATINOS A SOÑAR

DocuSigned by:
Belinda Hernandez-Arriaga _____
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Contractor's Signature

Date: 05/28/2024

EXHIBIT A1 – SERVICES
ALAS: AYUDANDO LATINOS A SOÑAR
FY 2023 – 2025

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide a Multi-Cultural Wellness Program, the Cariño Project, for behavioral health clients/consumers and their family members in the Coastsides, serving from Half Moon Bay to Pescadero. The purpose of this program is to provide culturally responsive community-based mental health and substance use services and programming, including: peer support groups, art and wellness activities, capacity building, outreach and linkages to behavioral health services and other resources as needed for marginalized ethnic, linguistic and cultural communities in the Coastsides region. Contractor is the Lead Agency to coordinate and manage services and shall work with San Mateo County Behavioral Health and Recovery Services (BHRS) staff (“County”) to implement these services in accordance with the California Mental Health Services Act (MHSA) requirements.

A. Scope of Work - Service Approach

1. Trauma-informed

All services provided through this agreement shall incorporate the six key principles of a trauma-informed approach into all programming for youth and adults with mental illness and/or co-occurring substance use challenges and their families. The six key principles are: safety, trustworthiness and transparency, peer support, collaboration, empowerment and cultural, historical and gender issues.

2. Target Population

The Cariño Project will primarily target Coastsides low-income marginalized groups including Latino immigrant families and Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ+) youth. Services shall focus on the marginalized ethnic, cultural and linguistic communities that are largely unserved by County systems and made up of mostly Latino agricultural workers and their families. All programming shall use culturally-based and responsive frameworks, including:

- a. Supporting positive perceptions of cultural identity (e.g., National Compadres Network curriculum).

- b. Promoting cultural assets including family and community interconnectedness, faith/religiosity/spirituality and familismo, respeto, personalismo).
- c. Employing peer-to-peer strategies (e.g., promotores) to reduce stigma, build trust and relationships, and associate with positive role models with lived experience in behavioral health and being from the Coastside community.

3. Structural Challenges

All programming will be designed to address barriers to accessing services including, but not limited to:

- a. Financial assistance
- b. Day/time availability of services
- c. Cultural responsiveness, including bilingual and bicultural staff
- d. Stigma and education/awareness
- e. Gaps in services (e.g., evidence-based culturally relevant substance use services, mental health counseling and intervention services for mild to moderate)

4. Community Collaboration

A collaborative, community-based asset approach to the Cariño Project will allow for leveraging of influence, resources, expertise and capacity to provide services. Services that address cultural, social and service needs of the community will be prioritized. Collaboration and co-location of services within housing, schools, churches and community-based centers will be used to foster trusting relationships with the target population that can influence their decision to access services and offer ongoing presence and opportunities for community members to engage.

B. Cariño Project Services

The Cariño Project will support a broad range of behavioral health wellness services. Ongoing treatment and crisis intervention will not be provided on-site at the Cariño Project.

The Cariño Project will be operated by a collaborative of providers, convened by the Contractor as the lead administrative and fiscal agency as described below.

1. Service Categories

- a. Lead Agency

As the Lead Agency, Contractor's responsibilities include:

- i. Contractor shall identify and secure a primary location/space in the northern part of the Coastsides (i.e., Half Moon Bay) to serve as a physical space for low-income multiracial, multicultural and multigenerational families to gather and create community, decrease stigma, bring awareness about behavioral health challenges and provide wellness activities, services and linkages. Field-based services will be provided throughout the rest of the Coastsides region, specifically to Pescadero Latino migrant farmworkers and their families.
- ii. Provide and/or arrange transportation for clients (e.g., bus service) to individuals/groups, services, events and/or treatment available at the wellness center, BHRS clinic and other locations as appropriate for clients in the South Coast. Coordinate with service providers in the South Coast.
- iii. Convene Cariño Project provider agencies, facilitate communication and facilitate regular Cariño Project collaboration meetings.
- iv. Coordinate budget allocation, reporting, fiscal planning and other administrative requirements.
- v. Coordinate supplementary training opportunities for staff in collaboration with BHRS.
- vi. Coordinate with the agency that is selected by the County to provide substance use services, including but not limited to, referring clients to substance use services; supporting psychoeducation and prevention workshops that focus on topics of substance use.
- vii. In collaboration and participation with other Cariño Project agencies, organize an annual multicultural event to be held in May for Mental Health Awareness Month. The focus of the event is to bring the community together to receive culturally responsive behavioral health information, engage in services and invite in the sharing of cultural wellness practices and strengths. This can be a collaborative effort with other multicultural events (e.g., the Latino Commission Sana, Sana event) when offered in the Coastsides region on the month of May.
- viii. Co-chair the Coastsides collaborative meeting to support community-based collaboration and provide a forum for ongoing input into the Cariño Project development of operations and service enhancements.

- ix. Facilitate a Community Advisory Committee (CAC) to have a forum for Cariño Project participants to provide input about program services, review evaluations of activities and make suggestions for improvement.
 - a) The CAC will consist of a minimum of five (5) members (comprised of at least two (2) family, two (2) peers, and one (1) staff or support-no vote person) that will meet quarterly.
 - b) Provide incentives/stipends for non-staff CAC participants.
 - c) Prepare and support individuals interested in filling an CAC position.

b. Behavioral Health/Wellness Services

Contractor shall deliver the following behavioral health/wellness services:

- i. Linkages/referrals to Behavioral Health and Recovery Services for individuals who may need more extensive treatment. Strategies may include but are not limited to:
 - a) initial mental health screening to engage potential clients at one-on-one visits with clients; a licensed clinician shall review all intakes and screenings and assign appropriate services
 - b) providing brief interventions to motivate more extensive treatment; through group activities (e.g., platicas)
 - c) providing warm hand-off to facilitate assessment and follow up treatment as needed.
- ii. Short-term mental health counseling services to 240 new clients not currently being served (a total of 470 unique clients served per year) that do not immediately meet medical necessity for serious mental illness. Services shall include, but not limited to the following characteristics:
 - a) Culturally responsive and meet clients where they are (e.g., home visiting, providing counseling at schools, local churches and community settings)
 - b) Co-occurring capable to support clients with substance use conditions
 - c) Staff to client ration of 1:20
 - d) Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional

impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.

- e) Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.
 - f) Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
- iii. Peer and family support groups to an additional 230 clients per year, with specific time periods and programming devoted exclusively to youth client/consumers, adult/older adult clients/consumers, family members.
- a) Platicas – 100 new clients
 - b) Drumming Circles – 20 new clients
 - c) Madres of Tonantzin – 30 new clients
 - d) Fathers groups – 30 new clients
 - e) Farmworkers – 50 new clients
- iv. Six (6) psycho-education, prevention and recovery focused workshops annually (2 in the fall, 2 in the spring, and 2 in the summer) shall include, but are not limited to the following:
- a) parenting skills,
 - b) recognizing signs/symptoms of mental health crisis,
 - c) understanding sexual orientation and gender identity,
 - d) overcoming stress, anxiety, etc.
 - e) Wellness Recovery Action Planning (WRAP),
 - f) mindfulness and other non-traditional practices such as drumming and cultural folk healers, music, arts, dance, etc.
- v. Policies and Procedures

Contractor will develop policies and procedures regarding service delivery that includes, but not limited to;

- a) Procedures to triage clients that have been determined to need longer term services and are seriously mentally ill clients.
- b) Procedures to respond to and bridge clients to supports to address any crisis concerns.

c. Community Engagement and Empowerment

Contractor will provide community engagement and empowerment activities designed to build capacity and trust with vulnerable communities in the Coastsides. Services shall include, but not limited to:

- i. Outreach workers (promotores) with shared lived experience with the Coastsides and familiarity with behavioral health resources to conduct outreach and engagement, provide referrals, warm hand-offs, mental health information, and education, collaborate with BHRS staff, and identify community-based entities, health and social service providers and other resources.
- ii. Monthly groups focused on community capacity building, including a youth leadership group that focuses on building leadership, advocacy and facilitating opportunities for the community to have their voices heard in County decision-making spaces (e.g., County-sponsored commissions, committees, initiatives, etc.).
- iii. Promote and facilitate community input into development of Mental Health Services Act (MHSA) funded services and other Behavioral Health program initiatives and decision-making processes.
- iv. Recreational, social and enrichment activities (e.g., foosball/soccer, exercise/dance, arts/crafts, cooking, etc.).

C. Staffing

- 1. As the Lead Agency Contractor will hire:
 - a. 0.75 FTE Program Manager to coordinate the services and programming being offered across the Coast and manage the day-to-day operations including but not limited to,
 - i. any safety issues that may arise
 - ii. supervision of staff and staff meetings
 - iii. developing new services

- iv. coordinating with the substance use provider for Cariño Project and other partners and stakeholders
 - v. reviewing monthly reports, including performance data and community evaluations
 - vi. supporting evaluation activities as determined by BHRS
 - b. 0.8 FTE Administrative Assistant to support day-to-day administrative needs
 - c. 0.5 FTE Program Tracker/Reporter to support monthly data collection, management and reporting. The position will prepare and present monthly outcome reports and the annual report.
 - d. 0.30 FTE Community Engagement Coordinator to support Lead Agency related community efforts.
2. To provide the Mental Health/Wellness services for the Cariño Project, Contractor will hire:
- a. 0.10 FTE Clinical Director to provide oversight and overall coordination of clinical services
 - b. 0.35 FTE Clinical Supervisor, master level, responsible for weekly supervision of clinical staff supporting and ensuring cultural responsiveness, adherence to HIPPA requirements, upholding ethical/legal practices for client care, safety and confidentiality.
 - c. 1.0 FTE Clinician, preferably with a Substance Use Disorder Counselor Certification, to support co-occurring service provision
 - d. 0.75 FTE Case Manager
3. To support the Community Engagement and Empowerment services of the Cariño Project, Contractor will hire:
- a. 0.70 Community Engagement Coordinator will be responsible for all community programming and organizing events, celebrations and community engagement/empowerment efforts.
 - b. 0.25 Outreach Worker to support community collaboration with stakeholders, events, celebrations, programs and the advisory committee for Cariño Project.

Staff will be primarily Spanish-speaking and reflective of the culture and ethnicity of the community served.

4. Staff must complete twenty (20) hours of training per calendar year. Training topics will include, but are not limited to, the following:
 - a. HIPPA
 - b. Cultural Humility, Sexual Orientation and Gender Identity reporting
 - c. Wellness and Recovery Action Plan (WRAP)
 - d. Mental Health First Aid (MHFA)
 - e. Peer support
 - f. NAMI family to family
 - g. Documentation Training
 - h. Emergency Preparedness and CPR/First Aid

D. Cariño Project Program Design

1. Programming will be free of cost and/or sliding fee scale for participants. Stipends, refreshments and/or incentives will be provided as needed to encourage participation.
2. Service Availability
The program services will be available in the evening hours of 5:00 – 9:00 pm to support working families. There will also be identified set day/time periods and programming devoted to clients and family members and to youth. Contractor will create monthly program schedules that will meet these needs.
3. Privacy
Contractor's design model will include a protocol for respecting the privacy of the client/consumers.
4. Co-location Of Services
The program services will be offered in faith-based organizations, other community-based agencies, schools, housing complexes and other spaces where community exist, feel safe and trust.
5. Cultural Responsiveness
A safe and supportive environment for youth and adults with mental illness and/or co-occurring challenges and their families will be created through various strategies including, but not limited to:
 - i. Bilingual and bicultural staff, including youth and adult peers, to provide peer-led activities in both Spanish and English.
 - ii. Welcoming, non-judgmental to the Latino community and other multiracial, multicultural and multigenerational communities including the Lesbian, Gay, Bisexual and Transgender, and Questioning (LGBTQ+) community.

- iii. Use of evidence-based curriculum that are tailored to the strengths and needs of Latinos, such as the National Compadres Network and Keeping' it R.E.A.L curriculum.
- iv. Intentionally celebrating culture through the center décor and activities provided.

E. Evaluation, Tracking and Reporting

1. Evaluation

Contractor will be evaluated for implementation according to contract terms, whether it is achieving desired impact, satisfaction of services from clients, families, and/or communities, responsiveness to target populations, and success, challenges and areas of improvement.

Contractor will implement the evaluation plan as developed in collaboration with BHRS. Cariño Project staff will use data collection forms developed to collect information about individuals engaged, the activities, referral outcomes and demographics.

Contractor will participate and support facilitation of any evaluation activities as determined and requested by BHRS; for example, focus groups and/or key interviews to assess the impact of the wellness program approach.

2. Monthly Reporting

- a. Contractor will track monthly implementation activities and submit relevant documents as follows:
 - i. Cariño Project agency collaboration meetings held including participants attended, agenda, and minutes.
 - ii. List of staff trainings offered including participants attended.
 - iii. Annual multicultural event flyer, participants attended and event evaluation.
 - iv. Coastside collaborative and other external meeting participation and input sought.
 - v. Advisory Committee meeting documentation including participant attendance, meeting agendas and minutes.
- b. Tracking of behavioral health/wellness activities including but not limited to: number of clients receiving services, types of services provided (groups, counseling, workshops, etc.), and linkages/referrals made.

- c. Tracking of community engagement activities, including but not limited to: total number of individuals engaged through outreach activities, types of activities coordinated, capacity building activities (workshops, training, etc.), and recreational activities coordinated.
- d. Tracking of referrals (to BHRS or other) for social service or medical needs. Tracking information will include number of referrals, referring entity, where referrals were made to, and type of referral made. No personal identifying information will be required.
- e. Implementation tracking logs shall be submitted monthly along with invoices to BHRS as described in Exhibit B1.
- f. Monthly monitoring check-ins with the BHRS Program Manager will be scheduled to identify challenges and areas of improvement.
- g. Providers will use an online survey portal(s) provided by BHRS to enter data monthly.

3. Prevention & Early Intervention (PEI) Annual Report

- a. Contractor shall complete and submit a year-end MHSA PEI Annual Report Template and Data Template, due by the fifteenth (15th) of August each fiscal year to the MHSA Manager at mhsa@smcgov.org.
 - i. BHRS will provide the contractor with the finalized templates.
 - ii. Contractor shall use the developed Cariño Project customized PEI Reporting Crosswalk to complete the templates.

II. Community Capacity Building – Behavioral Health & Recovery Services Latino Collaborative

A. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Latina/o/x community represents a significant part of San Mateo County and faces numerous health disparities. The Latino Collaborative (LC) is a collaboration between county staff, community members and partner agencies, as well as clients and family members, aimed at providing behavioral health education, resources and support and decreasing the stigma of behavioral health issues in the Latina/o/x community. The initiative also works to support our County workforce in providing culturally informed care and supporting our Latinx workforce members.

Services (LC co-chair)

Contractor shall designate one (1) co-chair to the Latino Collaborative (LC). This individual will share equal responsibility with another co-chair selected by the Office of Diversity and Equity (ODE). The co-chair shall be responsible for, but not limited to the following:

1. Hold Monthly HEI Meeting

With support from co-chair host, produce an agenda for, take minutes, facilitate, inform participants about monthly LC meetings and save documents on specified online folder.

2. Established five (5)-year Goal

Identify long-term goal(s), including milestones and timelines, with input from the Initiative members and ODE program staff.

3. One (1) year plan to be completed annually

a. One-year work plan created in each year of contract moving Initiative towards five-year goal.

b. Plan will include (in collaboration with co-chair):

i. Collaboration with another Health Equity Initiative.

ii. Advertise and host at least three (3) events per year, with at least one (1) being a training offered to BHRS staff and contractors.

iii. At least one (1) intervention or event to measurably reduce stigma related to behavioral health within the Latinx community; and

iv. Facilitation of strategic planning meeting or retreat (no more than once per year).

c. Plan purpose:

i. Measurably improve Latinx outcomes related to the reduction of stigma related to behavioral health.

ii. Develop leadership skills of members in the LC.

iii. Identify new strategies to improve Latinx mental wellness in San Mateo County.

iii. Support ODE by acting as a representative of the LC when needed for ODE-related activities.

4. Attend Diversity & Equity Council meetings, having LC representation monthly.

5. Bimonthly meeting with or report to ODE shall include the following:

- a. Provide meeting agendas, minutes, sign-in sheets and any evaluation data from events or other interventions (including but not limited to sign-in sheets, demographics forms, surveys, and other data).
- b. Answer evaluation questions determined by ODE.
- c. Provide with co-chair complete, accurate and timely evaluation data for all events (including demographic survey and Event Intervention Questionnaire (both found at <https://www.smchealth.org/bhrs/ode>))
- d. Complete with co-chair quarterly evaluations and submit for review in timely manner. Submit annual evaluation summary as described by ODE by June 30th of each fiscal year that describes Initiative's work and progress based on evaluation questions, plan, and goals.
- e. Support the ODE documentation, translation, vetting process as needed, review edit, make suggestions for changes on translation errors, literacy level and cultural appropriateness.

Services (LC Mentorship)

There is a need to provide specific LC support by an individual with strong ties to the Latinx community in Half Moon Bay and throughout San Mateo County. This support will ensure culturally appropriate plans and methods for the LC co-chairs to guide and support the Latinx workforce and community. Contractor shall designate one (1) co-chair staff member who is a leader and expert in working with and supporting the Latinx community to mentor the LC co-chairs.

1. Hold biweekly meetings with co-chair(s)
2. Meet bimonthly with ODE representative
3. Consult as needed with co-chairs, LC membership and ODE representative to evaluate LC goal progression and strategic planning.

III. HEALTH ORDER COMPLIANCE

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are

lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRs Surveillance Program).
- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic.

2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery, such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRs Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

IV. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30th. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor’s unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County’s Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

B. 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 five percent (5%), and 3) first appointment will be within fourteen (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. 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.

4. 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.

5. 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.

6. 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.

7. 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>.

8. Site Certification

- a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.
- 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.

9. 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.

10. 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 # 19-08, which can be found online at: https://www.smchealth.org/sites/main/files/file-attachments/19-08_credentialing_re-credentialing_tech_edit_1-9-20_sig_on_file_pdf_web.pdf?1578608441. 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.

11. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRIS 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 BHRIS 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 BHRIS clients. Contractor may utilize BHRIS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

12. 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 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.

13. Staff Termination

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

14. 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 Office of Diversity & Equity (ODE) at 650- 573-2714 or 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 Office of Diversity & Equity (ODE) 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 a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC 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 HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.
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 their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
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 ODE 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 ODE (ode@smcgov.org) to plan for appropriate technical assistance.

C. 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.

V. GOALS AND OBJECTIVES

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

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 470 new clients served through short-term mental health services and case management (240 new clients) and/or support groups (230 new clients)

Data collection to be completed by the Contractor and in cooperation with BHRS independent evaluator.

*** END OF EXHIBIT A1 ***

EXHIBIT B1 – PAYMENTS AND RATES
ALAS: AYUDANDO LATINOS A SOÑAR
FY 2023 – 2025

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

I. PAYMENTS

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

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement. The payment structure may also be adjusted in order to comply with to the ongoing implementation of State Medi-Cal reform (CalAIM) and any related requirements pertaining to services provided through this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed FIVE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$545,229).

B. Lead Agency

For the term July 1, 2023 through August 31, 2024, Contractor shall be reimbursed up to a total of TWO HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS (\$257,166) as the Lead Agency as described in Paragraph I.B.1.a. of Exhibit A1, for the term of this agreement.

1. Contractor shall submit monthly invoices for reimbursement, subject to approval by the BHRS Manager, which will include an itemized list of services provided as per the attached budget and tracking logs as described in Paragraph I.E.2. of Exhibit A1.
2. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor.

C. Behavioral Health/Wellness Services

For the term July 1, 2023 through August 31, 2024, Contractor shall be reimbursed up to a total of ONE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED SEVENTEEN DOLLARS (\$199,517) for Behavioral Health/Wellness Services as described in Paragraph I. B.1.b. of Exhibit A1, for the term of this agreement.

1. Contractor shall submit monthly invoices for reimbursement, subject to approval by the BHRS Manager, which will include an itemized list of services provided as per the attached budget, tracking logs as described in Paragraph I.E.2. of Exhibit A1. and the following documentation:
 - a. All required documentation adhering to Medi-Cal guidelines,
 - b. Documentation for each minute of service, and
 - c. Documentation relating to each appropriate authorization.
2. Payment shall be made on a monthly basis upon County's receipt of invoice and supporting documents.
3. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor.

D. Community Engagement and Empowerment

For the term July 1, 2023 through August 31, 2024, Contractor shall be reimbursed up to a total of FIFTY-ONE THOUSAND FOUR HUNDRED SEVENTY-THREE DOLLARS (\$51,473) for Community Engagement and Empowerment Services as described in Paragraph I.B.1.c. of Exhibit A1, for the term of this agreement.

1. Contractor shall submit monthly invoices for reimbursement, subject to approval by the BHRS Manager, which will include an itemized list of services provided as per the attached budget and tracking logs as described in Paragraph I.E.2. of Exhibit A1.
2. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor

E. Community Capacity Building – LC Co-Chair

For the term July 1, 2023 through August 31, 2024, Contractor shall be reimbursed up to a total of THIRTY-SEVEN THOUSAND SEVENTY-THREE DOLLARS (\$37,073) for Community Capacity Building Services as described in Paragraph II.A. of Exhibit A1, for the term of this agreement.

1. Contractor shall be paid the maximum of THIRTY THOUSAND ONE HUNDRED ONE HUNDRED EIGHTY-FIVE DOLLARS (\$30,185) amount for Latino Commission Co-Chair services. Monthly payments shall be made in the amount of TWO THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS (\$2,156).
2. Contractor shall be reimbursed for program-related expenses, not to exceed TWO THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$2,575) for the agreement term. Invoices shall include an itemized list of expenses submitted in a timely manner and are subject to approval by the BHRS Program Manager. All expenses must be related to the LC goals and preapproved by ODE.
3. LC Mentorship: Identified expert and mentor will be reimbursed for program related expenses in an amount not to exceed FOUR THOUSAND THREE HUNDRED THIRTEEN DOLLARS AND FORTY-EIGHT CENTS (\$4,313), as noted in table below:

Deliverable	Hours	Cost per hour	Total Cost per year
Biweekly meetings with co-chair(s)	3 hours/month	\$53.56	\$2,250
Bimonthly meeting with ODE representative	1.5 hour per meeting every 2 months	\$53.56	\$563
Consultation	2 hours per month	\$53.56	\$1,500
Total for year			\$4,313

Contractor will submit a monthly invoice that details activities and hours.

- F. Contractor's annual 2023-24 Budget is attached and incorporated into this Agreement as Exhibit C.
- G. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- H. Modifications to the allocations in Paragraph A of this Exhibit B1 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- I. The Chief of San Mateo County Health 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.

- J. 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.
- K. In the event this Agreement is terminated prior to August 31, 2024, 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 San Mateo County Health or designee.
- L. 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.
- M. 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).
- N. The future implementation of State CalAIM (California Medi-Cal reform) may impact the manner in which claims, reporting and payments are handled. Contractor will comply with any and all State and/or County required changes, upon request, in a timely manner.
- O. 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

- P. 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 San Mateo County Health or designee.
- Q. 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.
- R. 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 Quality Improvement Manager of San Mateo County BHRS.

S. 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.

T. 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. 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, reduction in the monthly payment amount for subsequent services. If there are no payments for subsequent services, contractor shall submit a check in the amount for payment to the BHRS Contracts Unit.
- 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. Withholding shall be made through a reduction in the monthly payment amount for subsequent services. 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 a reduction in the monthly payment amount for subsequent services. If there are no payments for subsequent services, contractor shall submit a check in the amount for payment to the BHRS Contracts Unit.
- 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.

U. 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.

V. Claims Certification and Program Integrity

- 1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
- 2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A1 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____ 20__

Signed _____ Title _____

Agency _____”

- 3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A1 of this Agreement at the time the services were provided to the beneficiary.

- c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph IV.B.3. of Exhibit A1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B1 ***