

**AMENDMENT TO AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND MATEO LODGE, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MATEO LODGE, INC. 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 25, 2019 for professional services, for the term July 1, 2019 through June 30, 2021, in the amount of \$4,971,110; and

WHEREAS, the parties wish to amend the Agreement to add a cost of living adjustment for FY 2019-20 and FY 2020-21, increasing the amount of the agreement by \$302,244 to \$5,273,354, with no change to the agreement term.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FIVE MILLION TWO HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS (\$5,273,354).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.
3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.
4. All other terms and conditions of the agreement dated June 25, 2019, between the County and Contractor shall remain in full force and effect.

\*\*\* SIGNATURE PAGE TO FOLLOW \*\*\*

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

COUNTY OF SAN MATEO


By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

MATEO LODGE, INC.

  
\_\_\_\_\_  
Contractor's Signature

Date: 11/4/19

EXHIBIT A1 – SERVICES  
MATEO LODGE, INC.  
FY 2019 – 2021

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

I. INTRODUCTION

- A. Rehabilitative Mental Health Services focuses on client needs, strengths, and choices; the client is always involved in service planning and implementation. The goal of rehabilitation is to help clients take charge of their own lives through informed decision-making. Services are based on the client's desired results from mental health services (long term goals) concerning his/her own life, and consider his/her diagnosis, functional impairments, symptoms, disabilities, life conditions and rehabilitation readiness. Services are focused on achieving specific shorter-term personal milestones (measurable objectives) to support the client in accomplishing his/her desired results.
- B. Program staffing is multi-disciplinary and reflects the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community that the program serves. Families, caregivers, human service agency personnel and other significant support persons are encouraged to participate in the planning and implementation process to help the client meet his/her needs. Programs are designed to use personnel who are experienced in providing mental health services. Clients and family members of clients are valued as volunteer or paid staff.
- C. Services are optimal when delivered to clients who live in housing of their own choice. Single room occupancy is a highly valued housing choice by clients and is emphasized in resource development and service planning.

II. SERVICES

Contractor shall provide adult Transitional Residential Treatment Services, Rehabilitation Services, and Outreach Services (as each is defined and described below) for seriously mentally ill (SMI) adults with mental health and co-occurring disorders who are homeless or at risk of homelessness. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. Contractor shall comply with the Authorization of Intensive Rehabilitative Services (AIRS) policy, process and procedures for intake into Wally's Place. This includes informing San Mateo County Behavioral Health and Recovery Services (BHRS)

Adult Resource Management when a non-BHRS client is interested in accessing services or residing in the residential facility. The Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management is included herein by reference. The BHRS Mental Health Documentation Manual ("County Documentation Manual") is also included herein by reference. To the extent that there is inconsistency between a provision in the Documentation Manual and this Agreement, the provisions of the Documentation Manual shall prevail. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

A. Transitional Residential Treatment Services

Contractor shall provide a thirteen (13) bed, twenty-four (24) hour transitional residential treatment facility ("Transitional Residential Treatment Facility") for SMI adults with mental health and co-occurring disorders. As of the effective date of this Agreement, the Transitional Residential Treatment Facility is housed at Wally's Place. Treatment and/or rehabilitation services shall be provided in a structured therapeutic community and shall include a range of activities and services for clients who would be at risk of hospitalization or other institutional placement were they not in this residential program ("Transitional Residential Treatment Services"). Contractor will support clients in their efforts to restore, maintain and apply interpersonal and independent living skills, and to access community support services, and will make available interventions that focus on symptom reduction and management.

1. Transitional Residential Treatment Services shall include, but not be limited to: co-occurring capable assessment/evaluation, integrated and client-centered plan development, individual and group counseling, rehabilitative behavioral health services, collateral services, case management and crisis intervention.
2. Contractor shall provide four thousand twenty-five (4,025) client days (based on 85% occupancy) of Transitional Residential Treatment Services to eighteen (18) unduplicated clients during the term of this Agreement. A "client day" shall be deemed to mean any and all services rendered by Contractor on behalf of one (1) client during any single day during which the client is present in the Transitional Residential Treatment Facility.
3. The maximum length of stay for clients in Transitional Residential Treatment Services at the Transitional Residential Treatment Facility is eighteen (18) months. Authorization for an extension beyond twelve (12) months must be approved by the BHRS program manager monitoring the contract or designee.

4. Eligibility for admission to Transitional Residential Treatment Facility and/or Transitional Residential Treatment Services shall be confined to persons with a serious mental illness and functional impairments that require and will benefit from a rehabilitation program. County BHRS Adult Resource Management will authorize and, in the case of multiple applications, will prioritize persons for admission. Admission priority will generally be given to persons coming from more restricted settings such as hospitals and locked sub-acute facilities.

B. Rehabilitation Services

Contractor shall provide SMI adults with mental health and co-occurring disorders with community-based rehabilitative mental health services ("Rehabilitation Services"). Rehabilitation Services are intended to identify and provide assistance in locating and obtaining adequate and appropriate living arrangements and supportive resources (medical, social, vocational and educational) to enhance clients' potential to live successfully in the community. Services will be provided to clients in Mateo Lodge-supported housing for the duration of client's stay in such places (i.e., Cassia, and Humboldt House). Services for each individual in the community are intended to last up to one (1) year and may be reinstated once closed if the need arises based on a relapse or decrease in client functioning.

1. Ongoing Rehabilitation Services shall include, but not be limited to: assessment/evaluation, plan development, individual and group counseling, collateral services, rehabilitation services, case management, and crisis intervention.
2. Contractor shall provide one hundred eighty thousand (180,000) minutes of Rehabilitation Services to one hundred sixteen (116) unduplicated adult clients.
3. All referrals for Rehabilitation Services must be authorized by County BHRS Adult Resource Management as designated by the BHRS Deputy Director of Adult and Older Adult Services.

C. Outreach Services

1. Homeless Outreach

Contractor shall provide outreach and engagement services for SMI adults with co-occurring mental health and substance use disorders who are homeless or at risk of homelessness ("Outreach Services"). Outreach Services shall be provided on call via a

mobile support team. These mobile Outreach Services target adults with mental illness and co-occurring disorders whose rehabilitative needs are not currently met in the County mental health system, adults who are refusing service and adults who are homeless or at risk of being homeless and live alone. These services are primarily funded with PATH and SAMHSA grant funds.

- a. On a quarterly basis Contractor will provide data related to clients served, percentage of clients hospitalized, clients connected to services and any other data required for PATH and SAMHSA grants to the BHRM Deputy Director of Adult and Older Adult Services or designee.
- b. Contractor shall provide one thousand (1,000) hours of Outreach Services to two hundred fifty (250) unduplicated adult clients during the term of this Agreement.
- c. If requested by a BHRM regional clinic, the Mateo Lodge case manager will attend case coordination meetings related to shared clients. Mateo Lodge case managers will also regularly report significant information to BHRM case managers on those shared cases.
- d. Contractor will utilize County provided laptop to review relevant client data in the Avatar system and coordinate services with any existing treatment team.

## 2. Family Assertive Support Team Program

Contractor shall provide a targeted enhanced pre-crisis outreach team to be called Family Assertive Support Team (FAST) that will consist of a clinical case manager, and peer counselors/family partners. FAST will provide in-home outreach and engagement services to non-homeless individuals and families who express concern about changing symptoms or behaviors in those individuals. Examples of changes in behavior, thoughts and emotions that include but are not limited to heightened perceptual sensitivity, magical thinking, unusual perceptive experiences, disorganized or digressive speech, unusual fears, uncharacteristic unusual behavior and reduced social interaction. Included are concerns about individuals' deterioration in functioning. FAST shall provide in-home assessment, crisis intervention, case management and support services (including information and education about behavioral health services and community resources, linkages to access outpatient mental health care and rehabilitation and recovery services among others) to individuals with Seriously

Mentally Ill (SMI) and their family or caretaker, as necessary peer and family members shall be integrated in to the FAST team.

FAST shall operate Monday through Friday from 9 a.m. to 9 p.m. It will be based at Cassia House (420 Cassia Street, Redwood City, CA). FAST staff will carry cell phones for easy access. FAST staff will conduct home/site visits typically in teams of two.

This program shall increase family member satisfaction with the Health Department's System of Care as measured by family member feedback. This program will also reduce the effects of untreated mental illness in individuals with SMI and their families as measured by a survey contractor gives to clients and family members, related to the services received.

The program shall be welcoming to diverse cultural populations in the community and to individuals with co-occurring disorders by providing informational materials, regarding services. Contractor shall provide outreach and engagement to individuals who are reluctant to receive community-based outpatient mental health treatment. Services shall be County wide. If requested by a BHRS regional clinic, the Mateo Lodge case manager will attend meetings related to their shared clients.

- a. The team will provide the following services to the client:
  - 1) Assessment of symptoms
  - 2) Client coaching and education
  - 3) Motivational work for treatment
  - 4) Escort to clinic for same day access
  - 5) Brief targeted case management
  - 6) Time-limited specific follow-up
  - 7) Referral to respite services when needed
  
- b. The team will provide the following services to the family or caretaker:
  - 1) Assessment of family's knowledge and attitudes
  - 2) Education of family about symptoms and triggers
  - 3) Guidance of family about what to expect and appropriate responses
  - 4) Education of family about treatment options and their role in motivating client
  - 5) Follow-up with family until crisis is averted or next steps are completed



- 6) Psychosocial education for client and family regarding behavioral health resources and system of care, medication, self-care, and coping skills.
- c. The number of unduplicated clients to be served is a minimum of eighteen (18) to twenty (20) per quarter and a minimum of seventy-two (72) clients per year.
  - d. Staffing
    - 1) One FTE licensed clinician
    - 2) One FTE or two .5 FTE family partners
    - 3) Two .5 FTE or four .25 FTE peer counselors
    - 4) One .10 FTE psychiatric consultationFamily partners and peer counselors will have personal lived experience of mental illness and recovery.

e. Training Required

Training for FAST staff will include the training listed in III below and additionally:

- 1) LOCUS
- 2) NAMI Family to Family
- 3) NAMI Peer to Peer

f. Outcomes

A report on the outcomes listed below is to be provided by Contractor every six months to the Deputy Director of Adult and Older Adult or designee.

- 1) One hundred percent (100%) of participants will receive a mental health and substance abuse assessment within the first thirty (30) days of engagement.
- 2) One hundred percent (100%) of participants and family members shall receive education about mental illness, substance use and accessing services
  - Contractor will provide background and contact information about NAMI and the local meetings
  - Contractor shall encourage families to participate in “Family to Family” trainings
- 3) Sixty-five percent (65%) of participants will choose to engage in outpatient mental health services, rehabilitation and recovery services or other non-

clinical support services by the end of each fiscal year.

Contractor shall use an assertive, individualized, engagement and assessment process. Contractor shall follow up on all referrals received, and conduct numerous outreach visits to the participant's home or other location. Contractor shall conduct a behavioral health screening as well as a LOCUS to determine the appropriate level of care. Contractor shall ensure the participant is engaged in indicated outpatient mental health services prior to case closure, including ensuring that linkages to spiritual, recreation, social and physical health are provided as indicated.

Contractor shall implement a tracking system to ensure participants are achieving successful linkage to services and averting hospitalization and incarceration. On a weekly basis, the team should log in consumer outcome data inclusive of successful linkages as well as any hospitalizations into their tracking system. At the end of each quarter, the contractor shall compile the data and report it in a Quarterly Status Report.

- 4) One hundred percent (100%) of participants will be screened to determine the need for referral to primary care.
- 5) Seventy-five percent (75%) will be diverted from hospitalization (not Psych emergency) and/or jail.
- 6) Eighty percent (80%) of participants and family members shall complete a satisfaction survey.
- 7) At the end of each fiscal year, eighty percent (80%) of participants and family members completing a satisfaction survey shall demonstrate satisfaction with the Team's services.

g. Specific Requirements for Service Delivery

- 1) Contractor shall provide best and evidence-based practices in outreach and engagement services, to include but not limited to: Motivational Interviewing, Harm Reduction, etc.
- 2) Contractor shall provide culturally relevant services to diverse populations to include non-ethnic populations, including those based on gender (both men and women), and lesbian, gay, bi-sexual, transgendered, and queer/questioning persons.

- 3) Contractor shall provide culturally appropriate services which shall be offered in the participant's/family's preferred language.
- 4) Contractor shall seek out and engage various community groups throughout the county for the purpose of advertising this new service and to engage the broader community.
- 5) Contractor shall provide case management and peer support approximately up to ninety (90) days or until such time as the consumer is ready to transfer to an identified outpatient provider including services to focus on identifying and mitigating the barriers to a successful connection to outpatient services.
- 6) Contractor shall provide outreach and engagement services that include in-home assessment, crisis intervention, case management, and educational and support services to individuals with SMI and their family or caretaker. Outreach and engagement services will be provided where the individual and their significant others are located.
- 7) Contractor shall coordinate transitional services to outpatient programs.
- 8) Contractor shall provide case management services which shall include:
  - On-call response for after business hours and weekends to be handled by 24-hour service already in place.
  - Intensive and as needed outreach and engagement services to persons identified as having a high priority for this service in the participant's residence. The FAST will be staffed so as to allow at least multiple (minimum of 3) in-person attempts at outreach, and multiple additional engagement contacts.
  - FAST will be immediately responsive to calls from the BHRS Director or designee and the Conservator if there is one. The response should be a phone call or text within thirty (30) minutes.
  - Individualized, comprehensive and integrated mental health and substance abuse screening for TAY, Adult and Older Adults, strength-based assessment, goal setting and outcome focused.
  - Completion of an initial screening and/or assessment tool that has been mutually agreed

upon will be within the first 30 days of service. The LOCUS will be used to identify risk, functional level, engagement and service needs for all FAST consumers.

- Meeting with County Contract Monitor every other week to discuss ongoing program development and staffing, review client criteria, and review cases.
- Families will be invited to participate with FAST in NAMI meetings for support and updates about resources.
- Contractor will attend every other month NAMI Meetings to educate NAMI members on their services and to provide support.
- Peer and family members who are part of FAST will provide services to include: information and education about mental health, support services and community resources, linkages to outpatient mental health care, and other support services and resources as desired by the participant.
- Linkage and referrals to community-based organizations including: primary care clinics, alternative healing centers and organizations, faith-based institutions, ethnic organizations and peer run programs.
- Contractor shall have collaborative relationships with local peer and family service providers.
- Contractor shall provide a defined mechanism for after business and weekend telephone response, emergency telephone consultation and/or referral to resources that are available at that time.
- FAST team members shall carry cell phones to assist them with their case management services.

#### D. Property Management

County agrees and acknowledges that Contractor owns property used to provide permanent and transitional housing for adults with serious mental illness and co-occurring disorders. Such properties include: Wally's Place, and Humboldt. The County agrees and acknowledges that Contractor provides permanent and transitional housing for adults with serious mental illness and co-occurring disorders at the County owned facility known as

Cassia House. At all locations Contractor will provide services which include: Screening clients for eligibility as property residents; rental and leasing to clients; regular property inspections for health, safety, habitability, and County and local code compliance; rent collection; and staffing to ensure property repair and maintenance are completed in a timely manner ("Property Management").

E. South County Mental Health Clinic (SCC) Community-Based Case Management (CBCM)

1. Contractor shall provide one (1.0) full-time Mental Health Counselor (40 hours a week) and .25 Community Worker.
2. The CBCM shall:
  - a. Provide supplemental, community-based case management services for a caseload of approximately fifteen (15) clients. CBCM will hold cases for up to one year. This individual will function as an integrated team member and will work closely with his/her supervisor at Mateo Lodge, the SCC Unit Chief, and SCC treatment teams to ensure clients receive requested and necessary case management services.

Supplemental Community-Based Case Management services are defined as those that range from task oriented to those services requiring comprehensive, ongoing interactions for high risk clients. For cases where the CBCM is the primary case manager for six (6) months to one (1) year, the CBCM may be the care coordinator.

CBCM will complete a quarterly needs assessment tool for each client after collaborating and consulting with the other members of the client treatment team. Case management duties will then be determined by the results of quarterly and ongoing needs assessment.

- b. Utilize Flex and Housing Fund to assist clients to find and keep housing. Will also assume rep payee duties utilizing the web-based computer system.
- c. Conduct ongoing Needs Assessment of clients, and develop (with team) appropriate treatment goals regarding issues related to housing, food, hygiene/self-care/Activities of Daily Living, financial resources, budgeting, meaningful activities such as job, school, volunteer work, family caretaking, and creative outlets.

- d. Review clients' progress toward treatment goals at team meetings, via email, or by direct verbal communication. Participate in team meeting as needed to update staff on case management activities and to offer input regarding services to potential clients
- e. Participate in the protocols of South County Clinic which include but are not limited to:
  - 1) Case Manager is in office at least two hours per day; informs front desk each morning of his/her schedule and uses sign-out board each day to apprise staff of his/her availability.
  - 2) Meet weekly with Unit Chief or designee to review caseload and progress toward services provided to clients
  - 3) Meet quarterly with Unit Chief, Clinical Services Manager and Mateo Lodge Manager to review caseload
  - 4) Participate in staff development and trainings as applicable to the client population as outlined in the FAST program training section
  - 5) Document all client contacts and services on a daily basis or within twenty-four (24) hours to ensure continuous collaborative care.
- 3. Contractor Manager or supervisor will meet with SCC Unit Chief and Clinical Services Manager on a quarterly basis to review program efficacy. Any issues regarding performance whether with the program or program staff will be directly communicated to Mateo Lodge Manager or Supervisor with the understanding that issues of concern will be addressed in a timely manner and with a defined plan of action.
- 4. Mateo Lodge will identify a specific person who will actively cover the CBCM cases when CBCM is unavailable due to vacation, sick or other time off.
- 5. Mateo Lodge will be responsible for providing clinical supervision to Supplemental Case management staff.
- 6. Contractor shall:
  - a. Participate in the San Mateo County BHRS Organized Health Care Arrangement (OHCA) as defined by the Health

Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule (106.103). Individual will follow all HIPAA policies and procedures of San Mateo County BHRS.

- b. Participate in all required tracking and data collection for clients in the program.
- c. Provide BHRS Deputy Director of Adult and Older Adult Services or designee with a quarterly report of client names with first and last service of the month per client.

### III. TRAINING REQUIREMENTS

Staff in all programs will meet a minimum training hour requirement equivalent to fifteen (15) hours per year. Trainings should have an emphasis on the following:

- A. Motivational Interviewing
- B. Managing Assaultive Behavior
- C. Suicide Training
- D. Harm Reductions

### IV. ADMINISTRATIVE REQUIREMENTS

#### A. Quality Management and Compliance

##### 1. Quality Management Program and Quality Improvement Plan

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

##### 2. Referring Individuals to Psychiatrist

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

##### 3. Medication Support Services

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

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f. Medications are disposed of after the expiration date and recorded
- g. Injectable multi-dose vials are dated and initialed when opened.
- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

#### 4. Record Retention

Paragraph 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall



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

5. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit their version of these forms for Quality Management 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 BHRIS 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 BHRIS Documentation Manual located online at:

<http://www.smchealth.org/sites/default/files/docs/BHRIS/BHRISDocManual.pdf>

SOC contractor will utilize documentation forms located on <http://smchealth.org/SOCMHContractors>.

6. Audits

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

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement. Compliance with laws; payment of Permits/Licenses.

c. Advance Directives

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

8. Beneficiary Brochure and Provider Lists

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

9. Licensing Reports

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

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

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement.

Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
  - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
  - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
  - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training

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

## 11. Site Certification

- a. Contractor will comply with all site certification requirements. 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.

## 12. Critical Incident Reporting

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

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

## 13. Ineligible Employees

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 BHRP 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>.

BHRP Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRP 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, BHRP will send a packet of contract documents that are to be completed by the Contractor and returned to BHRP. Attachment F – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment F and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment F – Agency/Group Credentialing Information each month and submit the completed form to BHRP Quality Management via email at: [HS\\_BHRP\\_QM@smcgov.org](mailto:HS_BHRP_QM@smcgov.org) or via a secure electronic format.

14. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRP Compliance Plan and Code of Conduct. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRP Compliance Improvement Hotline (650) 573-2695.

15. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom 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 a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

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

16. Staff Termination

Contractor shall inform 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.

17. 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](mailto: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 Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year.

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence.
  - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee).
  - c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.
  - 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 eight (8) hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.
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 for the term of the Agreement. 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 Cultural Competence Council (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 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 Program Manager and HEIM at [ode@smcogv.org](mailto:ode@smcogv.org) to plan for appropriate technical assistance.

C. Surety Bond

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

D. 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

A. Transitional Residential Treatment Services

Goal 1: To prepare the client to live in the community.

Objective: At least eighty percent (80%) of clients are discharged to more independent living after completing twelve (12) or more months of treatment in Transitional Residential Treatment Services program.

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

B. Rehabilitation Services

1. Hospitalizations



Goal: To increase or maintain clients remaining in the community and out of the hospital.

Objective: No more than fifteen percent (15%) of the clients in the Rehabilitation program shall be hospitalized while they are enrolled in the program and receiving rehabilitation services.

Data collection to be completed by Contractor.

## 2. Homeless

Goal: To increase or maintain clients remaining in community housing and not becoming homeless.

Objective: No more than five percent (5%) of clients in the Rehabilitation program shall become homeless upon discharge from the program.

Data collection to be completed by Contractor.

## 3. Employment

Goal: To increase or maintain clients working in paid or unpaid positions, or actively seeking employment.

Objective: Ninety-five percent (95%) of the clients will engage with staff in a conversation exploring supported employment, vocational rehabilitation services or volunteering.

Data collection to be completed by Contractor.

## 4. Incarcerations

Goal: To increase or maintain clients remaining in the community and not being incarcerated.

Objective: No more than five percent (5%) of clients in each of the Transitional Residential Treatment Services and Rehabilitation Services programs shall be incarcerated.

Data collection to be completed by Contractor

## C. Homeless Outreach

Goal: To engage clients who are homeless and seriously mentally ill in mental health services and/or treatment.

Objective: At least fifty percent (50%) of clients will be linked with services, including regional mental health services, acute psychiatric hospital services, and entitlements.

Data collection to be completed by the Contractor.

D. Targeted Enhanced Pre-Crisis Outreach

Goal: To engage clients who demonstrate behavioral changes for which there may be an underlying mental illness.

Objective: At least fifty percent (50%) of clients will be linked with services, including regional mental health services, acute psychiatric hospital services, and entitlements.

E. Satisfaction

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

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

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

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

\*\*\* END OF EXHIBIT A1 \*\*\*

EXHIBIT B1 – PAYMENTS AND RATES  
MATEO LODGE, INC.  
FY 2019 – 2021

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed FIVE MILLION TWO HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS (\$5,273,354).

Program Services	FY 2019-20	
Transitional Residential Services at Wally's Place		478,575
Rehabilitation Services		
Humboldt	327,308	
Cassia	280,856	
Rehabilitation – General	527,008	
Total Rehabilitation Services		1,135,172
Outreach Services		
Homeless Outreach – Support Team	509,874	
Targeted Enhanced Pre-crisis Outreach	328,895	
Total Outreach Services		838,768
SCC Community-based Case Management		132,462
TOTAL for FY 2019 – 2020		2,584,977

Program Services	FY 2020-21	
Transitional Residential Services at Wally's Place		497,718
Rehabilitation Services		
Humboldt	340,401	
Cassia	292,090	
Rehabilitation – General	548,088	
Total Rehabilitation Services		1,180,579
Outreach Services		
Homeless Outreach – Support Team	530,269	
Targeted Enhanced Pre-Crisis Outreach	342,051	
Total Outreach Services		872,320
SCC Community-based Case Management		137,760
TOTAL for FY 2020 – 2021		2,688,377

B. Rate of Payment

1. FY 2019 -- 2020

The maximum amount County shall be obligated to pay Contractor for services under this Agreement shall not exceed TWO MILLION FIVE HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED SEVENTY-SEVEN DOLLARS (\$2,584,977). Unless otherwise authorized by the Chief of San Mateo County Health or designee, the rate of payment by County to Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or TWO HUNDRED FIFTEEN THOUSAND FOUR HUNDRED FIFTEEN DOLLARS (\$215,415).

2. FY 2020 – 2021

The maximum amount County shall be obligated to pay Contractor for services under this Agreement shall not exceed TWO MILLION SIX HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-SEVEN DOLLARS (\$2,688,377). Unless otherwise authorized by the Chief of San Mateo County Health or designee, the rate of payment by County to Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or TWO HUNDRED TWENTY-FOUR THOUSAND THIRTY-ONE DOLLARS (\$224,031).

C. Grants

1. PATH Grant

The Contractor and County acknowledge and agree that a portion of the funding for this Agreement is from PATH grant funding. PATH grant funds can be utilized to create new services, as well as to augment and enhance services that are now available to the target population. All PATH funding must pertain to one or more of the following services:

- a. Outreach services.
- b. Screening and diagnostic treatment services.
- c. Habilitation and rehabilitation services (relating to training and education to improve the individual's functioning in the community).
- d. Community mental health services.
- e. Alcohol and/or drug treatment services.
- f. Staff training (for individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where individuals require homeless services).
- g. Case management services.
- h. Supportive and supervisory services in residential settings.
- i. Referrals for primary health services, job training, educational services, and relevant housing services.
- j. Housing (limited to 20% of the PATH grant). Federal law does not permit the use of PATH funding in support of emergency shelters or for emergency beds. The PATH funds used to directly house clients should be related only to security deposits or one-time payments to prevent eviction. Housing funding must be used according to the following criteria:
  - 1) Minor renovation, expansion, and repair of housing;
  - 2) Planning of housing;
  - 3) Technical assistance in applying for housing;

- 4) Improving the coordination of housing services;
- 5) Security deposits;
- 6) The costs associated with matching eligible homeless individuals with appropriate housing situations; and
- 7) One-time rental payments to prevent eviction.

## 2. SAMSHA Grant

The intended use of the SAMHSA Block Grant funds is to provide outreach and engagement to homeless individuals with mental illness and to homeless individuals with co-occurring mental illness and substance use disorders within San Mateo County. The target population has a long history of chronic homelessness, have previously received outreach services, but unsuccessfully engaged by various county-based Homeless Outreach Teams (HOT). Within the target population, it is estimated that 50% are aged 60 years and older. The complexity of the target population's substance use, serious mental illness and chronic medical issues is frequently a significant barrier to HOT teams working effectively with these individuals to engage them in treatment and secure housing. As a certified alcohol and other drug counselor, Mateo Lodge will provide services funded by this Grant. Contractor will work collaboratively with HOT teams within San Mateo County (which includes attending the Regional HOT Team Meetings) and the target population, utilizing the stages of change model and motivational interviewing skills to support the engagement process of this target population.

The Contractor and County acknowledge and agree that as least part of the funding for this Agreement is from SAMSHA grant funding, and as such, the following restrictions and requirements shall apply:

- a. Funding must be used according to the following criteria:
  - 1) Services must be provided to residents principally residing in a defined geographic area (referred to as service areas);
  - 2) Outpatient services, including specialized outpatient services for children, the elderly, individuals with a serious mental illness, and residents of the service

areas of the centers who have been discharged from inpatient treatment at a mental health facility;

- 3) 24-hour-a-day emergency care services;
- 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services;
- 5) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission;
- 6) Mental health services shall be provided, within the limits of the capacities of the centers, to any individual residing or employed within the service area regardless of ability to pay for such services; and
- 7) Mental health services of the center are available and accessible promptly, as appropriate and in a manner that preserves human dignity and assures continuity and high-quality care.

b. Funds may not be expended for the following purposes:

- 1) To provide inpatient services;
- 2) To make cash payments to intended recipients of health services;
- 3) To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
- 4) To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
- 5) To provide financial assistance to any entity other than a public or nonprofit private entity.

c. In compliance with single audit requirements, the Duns number for this agreement is 03-267-9107.

d. Certifications

Contractor shall sign and submit, and shall comply with the following Certifications which are hereby included as part of this Agreement by reference herein:

- 1) Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment 2)
- 2) Certification Regarding Environmental Tobacco Smoke (Attachment 3)

- D. Not used.
- E. 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.
- F. 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.
- G. 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.
- H. In the event this Agreement is terminated prior to June 30, 2021, 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.
- I. 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.
- J. 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).



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

L. 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  
2000 Alameda de las Pulgas, Suite 280  
San Mateo, CA 94403

M. 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.

N. 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.

O. 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.

P. 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.

Q. Cost Report

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

Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or “rollover” may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph U of this Exhibit B1.
3. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in Paragraph A of this Exhibit B1.

R. 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 Q of this Exhibit B1. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

- b. Contractor shall provide a copy of 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 L of this Exhibit B1. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial

Forms are due within ten (10) days of the end of the first month of the Agreement.

S. 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.

T. 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.A.4. of Exhibit A1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California

Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

U. Unspent Funds

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

1. Contractor shall submit a projected calculation of any savings no later than ninety (90) days before end of the fiscal year. The projected calculation will be a separate report from the year-end cost report. With the projected calculation Contractor shall return the amount of the savings.
2. At the time of the submission of the projected calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.
5. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

\*\*\* END OF EXHIBIT B1 \*\*\*