AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CAMINAR, INC.

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

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Full Service Partnership services.

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C—Contractor's Budget
Attachment C—Election of Third Party Billing Process
Attachment D—Payor Financial Form
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED ONE DOLLARS ($5,457,801). In the event

that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017 through June 30, 2019.

5. Termination

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. **Hold Harmless**

a. General Hold Harmless

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

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

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

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

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

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

b. <u>Intellectual Property Indemnification</u>

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

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

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

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

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

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

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

11. Compliance With Laws

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

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

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

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

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

lo

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Karen Krahn/Deputy Director, Adult & Older Adult Services
Address: 2000 Alameda de las Pulgas, Suite 240, San Mateo, 94403
Telephone: (650) 573-2038

Facsimile: (650) 522-9830
Email: kkrahn@smcgov.org

In the case of Contractor, to:

Name/Title: Charles Higgins/Chief Executive Officer
Address: 2000 S. El Camino Real, Suite 200, San Mateo, 94403
Telephone: (650) 372-4080
Facsimile: (650) 372-9330
Email: chiph@caminar.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

* * *

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CAMINAR. INC.



Contractor's Signature

Date: 10/2/2017

EXHIBIT A – SERVICES
CAMINAR, INC.
FY 2017 – 2019

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide full service partnership ("Full Service Partnership" or "FSP") mental health service programs for the highest risk adults ("Adults") and highest risk older adults ("Older Adults" or "OA") / medically fragile adults ("Medically Fragile" or "MF") in San Mateo County and housing services for these FSP enrollees. The purpose of these programs is to assist consumer/members to enroll and once enrolled, to achieve independence, stability and wellness within the context of their cultures, and communities. Contractor shall work with San Mateo County Behavioral Health & Recovery Services (BHRS) staff ("County") to implement these services in accordance with requirements of the California Behavioral Health & Recovery Services Act (MHSA) requirements.

A. Program Goals

1. Divert from the criminal justice system and/or acute and long term institutional levels of care (locked facilities) seriously mentally ill (SMI) and complex individuals with multiple co-morbid conditions that can succeed in the community with sufficient structure and support.

2. Offer "whatever it takes" to engage complex adults and older adults with SMI in a partnership to achieve their individual wellness and recovery goals, using alternative models of care which offer greater benefits to them, increasing the likelihood that they will experience positive outcomes.

3. Maximize use of community resources as opposed to costly crisis, emergency, and institutional care.

4. Use strategies relating to housing, employment, education, recreation, peer support and self-help that will engender increased collaboration with those systems and sectors.

B. Target Population

The program will be open to adults and older adults meeting the population criteria described below, however special consideration is directed towards historically underserved populations including but not limited to Asian/Pacific Islander, Latino and African American populations.

Both Medi-Cal and non Medi-Cal eligible consumers will be offered the opportunity to participate.

Most of the adults with SMI, served by the FSP will have histories of hospitalization, institutionalization, substance use, not engaged in medication treatment, and difficulty in participating in structured activities and living independently. Some individuals may have histories of assaultive behavior. It is possible that many consumers will have resided in long term care facilities for extended periods. For some of these individuals, patterns of service have relied almost exclusively on emergency and institutional care. Others have bounced in and out of every type of service without improved outcomes.

Older adults with SMI will likely have cognitive difficulties and medical co-morbidities. Some SMI adults and older adults will be medically fragile. This group of consumers may have resided in long term care facilities for extended periods or be at risk of placement. The program will serve as a step down program for acute care, locked placements, and skilled nursing facilities in order to avoid prolonged institutional placements that often hasten the loss of an individual's sense of wellness, independence, and overall quality of life.

Populations to be served by the program are:

1. Individuals whose SMI and the complex nature of their diagnoses and medical or other concerns result in frequent emergency room visits, hospitalizations, and homelessness that puts them at risk of criminal justice or institutional placement.

2. Adults with SMI, and possibly substance use issues and current incarceration, and for whom early discharge planning and post-release partnership structure and support may prevent recidivism and/or re-hospitalization.

3. Adults with SMI, often co-occurring substance use, currently placed in locked MH facilities; the FSP will explicitly target individuals living in sub-acute locked facilities located outside the county as a step-down, enabling them to return to their community. Many of these individuals will have behavioral problems that have caused them to be viewed as "difficult" IMD residents.

4. Older adults with SMI who are medically fragile and may have additional complex issues including: dementia; are at risk of institutionalization or currently institutionalized; and who, with more intensive supports, could live in a community setting.

C. Values and Principle

1. Service Values

   a. Community-based services are those that foster the greatest independence in the least restrictive, most accessible, familiar setting. Community-based services are also those which are offered to consumers where they live, work, or recreate.

   b. Consumer participation is voluntary. This does not preclude intensive outreach to potential consumers.

   c. Services are to be recovery based and guided by an individualized plan developed between consumer and staff and signed off by the consumer. Staff will employ a variety of supportive and recovery techniques to encourage consumers to assume responsibility for their own wellness and recovery.

   d. Services will integrate consumer's family members or other supportive people into treatment whenever possible via consumer consent. Consumers will be given ongoing opportunities to choose what family members or other supportive people, if any, they would like to be involved.

   e. Advisory Board: Consumers will be encouraged to have an active role in making decisions about program operations through an advisory board or similar structure. Substantive changes in program structure and service operations will be communicated back to consumers via the governing board or other communication method.

   f. Lived Experience: Consumers are actively recruited for staff positions so as to incorporate the consumer perspective throughout the agency.

   g. Consumers are provided self-help and peer support opportunities.

2. Operational principles and practices

   This program is grounded in research and evaluation findings of California's Mentally Ill Criminally Ill Crime Reduction (MIOCR) program and national effectiveness research through the federal GAINS/TAPA Center. These demonstrate that diversion and post incarceration services reduce incarceration, jail time and re-offense

rates for offenders whose untreated mental illness has been a factor in their criminal behaviors.

Research has also demonstrated that the models using team-based services have been effective in reducing hospitalization and costs. The following are key elements of that model:

a. High staffing ratio of staff to consumers; research shows that programs are most effective with a ratio of one to ten or fewer.

b. Team staff all work with and share responsibility for each consumer.

c. There are frequent team meetings to discuss all team consumers.

d. There is contact each week between staff and each consumer.

e. A psychiatrist is assigned to each team and participates in team discussions and decisions as well as prescribing medication.

f. A licensed professional who can administer medications in the field is assigned (at least part time) to each team in the field.

g. There is full continuity of care including medication access at any time, and staff involvement with all stages of hospitalization.

h. Comprehensive, culturally competent assessment of each enrolled consumer's service needs and objectives, including, but not limited to, needs for MH services, rehabilitation, housing, employment, education, social and recreational activities, and health care.

i. Development and implementation of a Plan of Care for each enrolled consumer, which incorporates the treatment goals and objectives in accordance with principles outlined in the Short-Doyle/Medi-Cal Manual and serves as the authorization document for all services.

j. Case management or treatment teams organized to respond to fluctuations in service intensity and able to assure integration of services and continuity of care.

k. Treatment of psychiatric conditions in appropriate settings, including but not limited to emergency care, acute inpatient services, long term care, residential treatment and residential care.

l. Medication treatment as appropriate and medication management.

In general, these programs have successfully improved rehabilitation outcomes by using their own staff specialists who are closely integrated into the team. However, successful rehabilitation programs have been demonstrated using other models. Regardless of the model, the following recovery based program elements should be available via direct provision, purchase of service, interagency agreements, or other means.

m. Consumer self-help and peer support services.

n. A program for assisting consumers to become involved in paid work and/or education. This includes direct services or referral to vocational assessment, job development, supported employment, competitive employment, and other employment services.

o. Money management, including serving as representative payee where appropriate, income maintenance services and assisting consumers with budgeting.

p. A program for assisting consumers to develop social, recreational and relationship skills.

q. Substance use treatment programming; preferably integrated with team or case management services.

r. A program that will be used to support consumers in independent housing choices.

s. Transportation as needed to implement each consumer's Plan of Care.

t. Consumer education programs.

u. Information, counseling and other appropriate individualized services for enrolled consumers' family members.

v. Twenty-four hour, seven day a week, crisis response capability, including in-home support services and services at other consumer locations as appropriate.

w. Plan for linkage to and coordination with primary care services, with the intent of strengthening the consumer's ability to access healthcare services and ensuring follow up with detailed care plans.

3. Culturally Competent Elements

The ethnic/linguistic populations that are emphasized for FSP enrollment are those that have experienced the greatest disparities in access and services utilization in San Mateo County's mental health services system. Services should be linguistically and culturally competent and provided to a substantial degree by staff from the same ethnic/linguistic groups as consumers. To successfully address the targeted populations the program must incorporate culturally competent elements:

a. A culturally competent service provider or system acknowledges diversity and recognizes its value, is knowledgeable about cultural differences and can provide high quality services adapted to meet unique cultural needs.

b. Culturally competent services are designed to reach and engage diverse communities and are sensitive to the consumer's cultural identity, use culturally appropriate strategies, are available in the consumer's primary language and use the natural supports provided by the consumer's culture and community.

c. Goal setting and planning processes are culturally sensitive, individualized and build on an individual's cultural community resources and context. Services plans reflect and respect the alternative therapies or healing traditions and healers of each individual consumer.

d. Services design will respect and engage each individual's family, community and other support systems contingent on his/her wishes.

e. Team members are trained in culturally competent practices. Services are delivered by bilingual, culturally competent staff.

f. Staff will consider consumers spirituality during assessment and treatment. Staff should have the skills to understand the spiritual interests, beliefs and worldviews of consumers and families in order to integrate these into treatment goals whenever appropriate.

g. Contractor shall develop and provide to BHRS policies for hiring consumer staff who have their own experiences in facing the challenges of mental illness and/or alcohol and other drug addiction. These policies should indicate how the Contractor will recruit individuals with these skill sets or life experiences.

h. Contractor will use staff who self-identify as LGBTQ, or who are very experienced and comfortable working with consumers who self-identify as LGBTQ, in the delivery of services.

D. FSP Services

1. FSP services are delivered by multidisciplinary teams; this is not a brokering model. Staff will be available to consumers 24/7 and service plans will be designed to utilize community relationships, that are already well developed and in place. The inclusion of a behavioral health nurse on the team along with dedicated psychiatric staff will allow consistent medication evaluation, and rapid linkage to physical health providers. Within each team, a personal services coordinator is identified for each enrolled consumer. There is a 1:10 staff to consumer ratio for the intensive level of services.

2. The FSP team will operate under policies and procedures that ensure:

a. 24-hour, 7-day a week availability of program staff, including access to medication support services. Night and weekend treatment and support or wellness and recovery activities should be assumed as a part of program services. Consumers will have access to an emergency number to call during off hours where their situation can be assessed and responded to 24/7, including face-to-face visits.

b. Interventions with consumers are mostly face-to-face visits. Contact with each consumer will occur as often as clinically needed, which may be daily.

c. Consumer treatment will include a variety of modalities based on consumer need including, but not limited to, case management, individual or group therapy, psychiatric medication prescription, and general medication support and monitoring.

3. Continuity of care will be emphasized and will include:

a. Engagement during inpatient episodes includes face-to-face visits when allowed by the facility with the consumer at local hospitals and other locked facilities. For San Mateo Medical Center PES and 3AB (the SMMC in-patient psychiatric unit), FSP program staff will make phone contact with the medical facility within 4 hours of knowledge of consumer arrival and make an initial visit with the consumer within 24 hours of consumer entry.

b. Regular contact will occur with the consumer and with inpatient treatment staff while the consumer is hospitalized. During these episodes, the FSP will work with inpatient staff to make discharge recommendations and facilitate the consumer's return to the community.

c. Engagement during criminal justice contacts. FSP program staff will be quickly responsive to and maintain contact with criminal justice clinical Navigators at Maguire jail when a consumer becomes incarcerated. Program staff will visit consumers when possible and work with criminal justice clinical Navigators to devise and implement a discharge plan.

d. Coordination including but not limited to the consumer's medical provider and assistance in following through on detailed care plans which includes transportation to and from related appointments.

4. FSP teams have final accountability for assuring the delivery of services and are responsible for service outcomes. FSP staff will generally deliver the services identified in the individualized plan, and most consumers will not be served by other parts of the behavioral health service delivery system unless stepping-down to a lower level of services. However, in some instances it may work best for a consumer to continue some services in another part of the behavioral health system (e.g., employment services). The FSP team will work in collaboration with the other service providers to assure implementation of the individualized plan.

5. FSP services will be supported by existing BHRS relationships with all aspects of the criminal justice community including Probation, Parole, Sheriff's Department and municipal Police Departments.

   a. FSP staff will collaborate within the Community Service Area (CSA) where individual consumers reside and participate in current and future collaborative meetings which address consumers at risk in the community, communication barriers between treatment providers or within the CSA, collaborative structures and approaches to make treatment more accessible and residential placement or incarceration less likely.

   b. FSP program staff will also participate in twice monthly case conference meetings with BHRS and an annual review panel to assist in the management of the consumer level of care needs.

   c. The FSP staff and the BHRS Criminal Justice navigator staff and Service Connect staff will build a collaborative relationship to coordinate and communicate with one another regarding consumers, and in particular, transition planning for consumers being released from jail.

   d. FSP program staff will also communicate substantive changes in a consumers, health, behavioral health, or criminal justice status immediately to BHRS, and/or the Conservator's office and will collaborate to assist the consumer to resolve those issues.

6. FSP staff will have access to flexible funds so that resources can be provided that assist the consumer in achieving recovery plans.

7. Medication services will include psychiatry and nursing support for ongoing dialogues with consumers about their psychiatric medication choices, symptoms, limiting side effects, and individualizing dosage schedules. FSP team members will work with individual consumers to arrange for delivery/prompts/reminders that will support regular scheduled medications.

8. Should psychiatric inpatient care be necessary and appropriate, it will be provided as it is now, through current processes.

9. The FSP teams will provide co-occurring mental health and drug and alcohol services and supports such as individual and/or group therapy, Motivational Interviewing and harm reduction approaches.

FSP programs are strongly encouraged to become certified as a Drug Medi-Cal provider. Staff will be trained in co-occurring treatment modalities and will develop commensurate programming, including groups. Drug/alcohol use will not be used as a reason for program termination.

10. At intake, a housing stability assessment will be conducted with the consumer to assess the extent to which housing subsidies, or the level of housing supports, are needed to sustain the consumer in housing. However, it is recognized that it will be important to provide temporary housing for some consumers as rapidly as possible, to avert incarceration or to shorten or prevent a sub-acute inpatient stay.

    a. The goal is to provide permanent independent housing throughout the community.

    b. Significant housing resources will be available to consumers in this program in the form of rental subsidies for adults and older adults.

    c. The FSP housing resources for all age groups and will include a variety of levels of housing including independent, Board and Care, and supported housing.

11. The FSP will foster and promote the values of recovery/resiliency through its emphasis upon a strength-based approach to services and individual service planning. Service plans will be used to help consumers identify, cultivate and sustain relationships with peers, family members, neighbors, landlords, employers, and others to create a network of support that will build the resiliency of consumers.

12. While services provided through this initiative will address the individual's underlying mental health, substance use and behavioral problems that may have contributed to involvement in the criminal justice system and institutionalization, a wide range of strategies and supports beyond behavioral health services will be essential. Substantial time and resources will be devoted to the process of engaging individuals, including outreach to those in institutions and locked settings. Services will be provided in the field, in natural settings where people conduct their lives as opposed to a clinic setting. Staff members of this program will be creative in their approach to identifying what approach or resource will make a difference to a particular individual in engaging them in treatment.

13. The Peer Partner will play a critical role, modeling personal recovery, helping consumers establish a network of peer, family, and cultural supports including, peer run self-help centers. One of the primary roles to be performed by the FSP team Peer Partners will be to establish peer relationships among FSP consumers and promote peer involvement in wellness and recovery, social, recreation, and entertainment activities. Peer support groups will be developed to further foster healthy peer relationships and to build consumer capacity to address challenges to their recovery as well as celebrate their accomplishments on the journey to recovery. This peer and resource linkage will also help maintain the consumer in the least restrictive environment.

14. Consumers will work with FSP team members to develop their own individual service and Wellness and Recovery Action Plans (WRAP) which will specify individual action steps in relation to employment, education, housing, medication, peer relations, social activities, and education. All services will be voluntary, guided by individual choice, and the delivery of all services will be guided by the principles of cultural competence, recovery and resiliency with an emphasis on building consumer strengths and natural resources in the community, with family, and with their peer/social network. The program will be designed to allow a greater or lesser degree of support and structure, depending on the needs and goals of the consumer at any given time.

15. FSP program will assess the vocational needs for each consumer upon enrollment and annually and assist consumers in accessing vocational counseling services.to identify, obtain, and retain employment opportunities and reach their vocational goals as identified in their care plan.

16. Supported education is another resource for FSP consumers. The FSP team should link with community colleges and the existing contractor for adult supported education services in San Mateo County, developing action steps in the recovery plan related to educational opportunities for consumers.

17. Consistent with the principles of wellness and recovery, the consumer will be primarily responsible for establishing the specific goals that define his/her desired quality of life including healthcare and end of life decisions. The licensed clinicians will oversee the completion of the multidisciplinary assessment and the development and implementation of a comprehensive service plan that involves all members of the team, the consumer and the family contingent on the consumer's wishes. This plan will define the roles

and responsibilities of the team, as well as those of the consumer, the family, and peers.

18. The role of the nurse will be to enable the team to more effectively collaborate with primary care providers, assist consumers in both their communications with their primary care doctors and in their follow-up on medical care, including medical treatment regimes, and lifestyle changes due to medical complications and provide adherence to treatment protocols. The role of the nurse in providing education and monitoring of and adherence to medical treatment will increase medical and medication engagement and enable the consumer to maintain their community placement.

19. The FSP program staff will assess and arrange for services and supports as appropriate for each consumer based on a range of supports including:

    a. Transportation and escorted services to assist at medical appointments and with other transportation needs.

    b. Monitoring and/or arranging for home-based support with routine tasks and personal care needs (e.g. meal preparation, house cleaning, laundry, shopping, bathing and other hygiene needs), and coordinating with involved agencies such as In-Home Supportive Services.

    c. Providing social supports and facilitating access to supports to address isolation and loneliness.

20. The FSP program will collaborate when necessary with the Human Services Agency, the Health System (Aging and Adult Services), San Mateo Medical Center (Primary Care) and a variety of contract agencies that provide board and care, acute care and other supportive services. The FSP will engage and empower natural community supports that will extend the impact of the FSP staff.

E. Admission, Discharge and Length of Stay

1. The BHRS FSP Review Committee oversees the referral and authorization process and the process of consumers transitioning to a different level of care in collaboration with the FSP provider.

2. Disagreements regarding referrals will ultimately be resolved by the BHRS Deputy Director of Adult and Older Adult Services and Contractor's regional Executive Director.

3. The FSP will admit individuals referred to the FSP by BHRS. Consumers will be referred for FSP services based on acuity and need for intensive level services based on the following criteria:

   a. FSP Criteria:
   LOCUS level 4 or higher AND at least one of the following:

   i. Three PES/ED visits in last60 days; AND/OR

   ii. Two inpatient psychiatric hospitalizations in last 6 months with most recent hospitalization in past 30 days; AND/OR

   iii. Transitioning out of a locked/secure facility (i.e. MHRC, Secured SNF, Jail, or Out of County Placement); AND/OR

   iv. Loss of current support system that would potentially result in hospitalization, incarceration or other form of locked placement without FSP level services based on past history.

4. The FSP Review Committee will be convened as needed to ensure FSP slots are filled when they become available.

5. Transition planning begins at assessment, with step down planning as a part of the overall service plan. The FSP Review Committee will conduct an annual review to discuss consumer level of care needs and potential transition plans to another level of care within the FSP program or discharge out of the FSP program. Cases will also be discussed regarding consumer level of care needs within each month at the partnering meetings between BHRS and the FSP program.

6. Indicators related to transition include but are not limited to stable housing, no PES or inpatient utilization, participation in meaningful activities, symptom management, and overall improved quality of life.

7. If a consumer enrolled in a FSP is consistently unsuccessful in the program or requires short term or long term placement (after other alternatives have been fully explored) the FSP program may present this case for consultation at the BHRS/Caminar case management meeting to determine how best to proceed. If short term placement is agreed upon and authorized, the FSP will maintain contact with the consumer and plan for return to the FSP program.

8. The FSP will also present to the case management meeting cases in which consumers choose to dis-enroll from the program or are

otherwise no longer appropriate for FSP level of care. Every opportunity will be given in advance for the consumer to be re-engaged before disenrollment, during which time the program will be responsible for continued outreach/engagement as well as linking the consumer to alternative services.

9. Length of stay in the FSP program is determined by consumer level of care needs which will be assessed regularly by the FSP provider and formally discussed on an annual basis with at the case management meeting. FSP providers will develop and implement an internal system of review of consumer level of care needs to assess when consumers may be ready to graduate from FSP services.

10. Housing subsidies for FSP consumers may be managed as part of a separate contract for management of housing subsidy resources.

11. A collaborative active utilization review process will be maintained. This process will ensure that consumers are seen at an appropriate level of service that matches their service needs and LOCUS level.

12. A list of consumers that are maintained in a locked setting (including SMMC, 3AB or other psychiatric facility, jail and/or prison) for more than 60 days will be submitted to BHRS on a monthly basis. In addition, Contractor will provide on a monthly, basis a list of consumers that have had no contact with the FSP program (for any reason) for more than 45 days.

F. Staffing

1. See the Budget and FTE summaries that follow for a summary of the staffing assumptions that went into the MHSA Plan and budget.

2. Staff should reflect the ethnic/cultural/linguistically diverse populations that are identified in Section I.B.2. Population to be Served.

3. Desirable staff skills include CBT, motivational interviewing, and experience working with trauma, personality disorders, co-occurring disorders, and co-morbid medical conditions.

4. The Peer Partners must have personal knowledge and experience as a recovering user of behavioral health services.

   a. Peers: Have been or are currently served in the Behavioral Health (BH) system—peers are a source of support in both informal and formal locations in the BH system.

b. Peer Partners are: Peers as defined above that are employed by the BH system to provide support to consumers, peer counseling, benefits counseling, assistance navigating the system and co-lead groups.

c. Parent/Caregiver Partners are: Parents that have had services from the behavioral health system for their families—they are peers to other parents of adults now receiving services and formally employed by the behavioral health system to focus on engagement, education and support for family members. This may include other family members as well.

5. A quarterly updated staff roster and phone list will be provided to BHRS and to SMMC PES and 3AB.

G. Training

1. There will be system wide training for staff in County and contract programs that includes cultural competence, sexual orientation and gender differences, and consumer culture. Budget and staffing assumptions should align with County identified FSP needs as well as projected number of consumers.

2. Another component of training will be training for all county and contract staff in co-occurring disorder assessment and treatment skills.

3. County and contract staff serving will be trained in cognitive behavioral approaches, such as Trauma Focused CBT.

H. Funding

Full Service Partnership Funds, are funds to provide "whatever it takes" for enrolled populations.

1. The 30 slots will be funded with MHSA FSP and Medi-Caid and/or Medicare funds.

2. The FSP budget includes funding for transportation and for flex funds.

3. Housing subsidies will be funded with MHSA FSP funds and managed through a separate contract. San Mateo County will work with the contractor to establish a small portion of the housing funds

to be allocated to the FSP as flex funds specific to managing housing crises.

4. It is expected that all consumers will be assessed for insurance status and potential eligibility for third party coverage, and that assistance in obtaining coverage will be provided by the FSP team.

5. Provider is required to submit all necessary documentation in order for Medi-Cal and Medicare reimbursement.

6. There will be a two-year contract period.

   a. Contracts will be based on units and unit costs, with a cost settlement (note that the budget assumes two hours per consumer per week, and a minimum of one hundred (100) hours per year, per consumer). Unit costs must not exceed the State Short-Doyle/Medi-Cal Maximum Reimbursement rates.

   b. The method of payment for FSP services is explained in Exhibit B of this agreement. The method for reconciling Medi-Cal, Medicare and other 3rd party payments recouped by the contractor will be negotiated.

7. See the Budget and FTE summaries that follow for a summary of the financing assumptions that went into the MHSA Plan and budget.

I. Quality and Outcomes

1. A specific component of the San Mateo County Quality Plan will be developed to track FSP programs.

2. The key outcomes include:

   a. Residential / Hospital / Incarceration Status;

   b. Justice System Involvement Status;

   c. Emergency Intervention;

   d. Education;

   e. Employment;

   f. Benefits;

g. Conservatorship / Payee Status.

3. These domains, as well as the method of data collection, Key Event Tracking (KET) and Quarterly Assessment Form (3M), are consistent with the measurement strategy developed by the AB2034 program - which has been successful in demonstrating that program's effectiveness. It is crucial that the vendor maintain accurate, timely reporting of outcome data.

4. The indicators/domains to be collected by the KET method are those which are best measured as the changes are occurring. These would be domains such as residential status. Residential status is a domain for which all changes are relevant. For example, it is important to know when and to what type of residence a person moved, in order to count the days in different types of residences, as well as the progression toward more independent living over time. If residential status is only collected on an interim basis, e.g., annually, the resulting data are not very meaningful, nor useful.

5. Other indicators/domains will be measured using the 3M tool. This measure will produce quarterly summaries of the consumer's progress in important areas such as, education, financial support, legal status and issues, health status, substance use, and activities of daily living. Other indicators/domains will be measured using the 3M tool. This measure will produce quarterly summaries of the consumer's progress in important areas such as, education, financial support, legal status and issues, health status, substance use, and activities of daily living.

6. The FSP contractor will be required to provide, via San Mateo County, Consumer and Service Information (CSI) to meet State DHCS requirements.

J. Service Model

1. Contractor shall provide whatever might be necessary to perform the following:

   a. Twenty-four (24) hours per day, seven (7) days per week availability of program staff services including:
      i. medication and medication support services;
      ii. continuity of care during inpatient episodes including visits with local hospitals and locked facilities that allow program staff to have regular contact with the enrollee and with inpatient treatment staff while the consumer is hospitalized;
      iii. continuity of care during criminal justice contacts;

iv. coordinate with enrollee's primary care physician and assist enrollee in following through on detailed care plans; and

v. Contractor will contact each enrollee as often as clinically necessary, which might be daily. Minimum contact is two (2) times per week for intensive service level.

b. Average service time per enrollee

Contractor will provide an average service time of four and one half (4.5) hours per week per enrollee. Each week enrollee will be seen no less than two (2) hours face-to-face. This average service time refers in the intensive (1-10) level of treatment.

c. Crisis Response

Contractor will develop and/or maintain policy and protocol that includes the following:

i. Staff will assist consumers to complete a safety plan within 30 days of intake. This plan will be reviewed minimally on an annual basis or more frequently as needed with the consumer and will include the following elements:
   (1) Signs and symptoms of distress or decline in mental health status;
   (2) Emergency numbers to call;
   (3) Family members and/or other consumer supporters, including contact information and a signed verbal release of information form detailing what information may be shared;
   (4) Historically effective coping strategies and healthy ways to relieve stress in non-emergency situations.

ii. Identified family members and loved ones of the consumer will be given information with consumer consent, upon consumer's intake into the program and annually, about effective ways to respond to the consumer if/when consumer is experiencing a psychiatric crisis. The program staff will encourage family members and/or other identified consumer supports to inform staff when noticing signs of decompensation. Family members and/or other identified consumer supporters will be given a script to use with police or other emergency personnel when encountering their family member in crisis. They will

also be given suggestions regarding what resources to call in different types of situations. Those resources may include:

(1) The FSP provider and team emergency or regular contact lines;
(2) Toll free crisis line;
(3) 911 and local police department with the potential aide of CIT trained police officers and/or the SMART team.

d. Medication/Medication Support

i. Contractor will provide necessary and required individualized medication services in a collaborative manner with enrollees.
ii. Physician and licensed nursing staff will meet in vivo as indicated with enrollees to ensure appropriate education and medications as aligned with culture and lifestyle.
iii. FSP teams work with individual enrollees to arrange for delivery and prompts that supports enrollees taking medications as prescribed.
iv. Medication assessment and management shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist).
v. Dispensing medication, or assisting consumers to dispense their own medication, shall be done by either a licensed physician (psychiatrist) or a licensed/registered nurse.
vi. Medication support performed by peer staff consists of observing consumers taking their medications, and encouraging communication with their psychiatrist regarding any non-urgent side effects or medication concerns.

e. Consumer and Family Participation

i. A consumer council and a family support group will provide a formal mechanism for enrollees/families to provide input into program management and direction.
ii. Contractor will employ at least one (1.0) FTE consumer/family member.
iii. Contractor will utilize paid consumer consultants to participate in the provision of wellness and recovery action plans ("Wellness and Recovery Action Plans" or "WRAP") services.
iv. Contractor will establish a "warm line" utilizing consumers.

v. Contractor will utilize peers to provide medication support, assistance with activities of daily living, transportation and accompaniment to service plan related appointments, conflict resolution with housemates, assistance with access to benefits, and crisis prevention.

vi. Contractor will develop a written policy and implement a process whereby peer staff (or family partner) will assist with orientation of new consumers, assist new consumers in the development of a support system, and help family members understand the FSP program and services available. Written orientation materials will be provided that include information on HIPAA, the National Alliance for the Mentally Ill (NAMI), and the BHRS Office of Consumer and Family Affairs.

vii. The family partner shall assist caregivers in facilitation and active engagement of the Family Team goals by:
   (1) Supporting caregivers in identifying, creating and working with resources to sustain tasks and goals set by the consumer, caregivers and treatment team;
   (2) Working in cooperation with the consumer, caregivers, and treatment team;
   (3) Participating in family team meetings and treatment meetings.

viii. The family/caregiver support group shall provide a venue for caregivers to gather and share their experiences and to:
   (1) Increase knowledge of mental illness, symptoms, causes, treatments and management;
   (2) Increase knowledge of practical management skills;
   (3) Increase family/caregiver communication skills;
   (4) Provide opportunities for family/caregivers to expand support networks.

f. Illness Management/Medical Treatment Support

i. Contractor will ensure enrollee physical and dental health needs are identified. Contractor's staff will collaborate with primary care providers and assist enrollees in both their communications with their primary care providers and in their follow-up on medical care, including medical treatment regimes, and lifestyle changes necessitated because of medical conditions. The role of the team nurse is to

ensure the provision of education and monitoring of medications which will increase medication engagement and enable the enrollee to maintain their community placement.

ii. Contractor will develop and maintain relationships with other health care providers to facilitate enrollee being maintained in community.

iii. Contractor will provide access to the Bridges to Wellness Program. This is a program within the Medication Clinic that integrates primary care with behavioral health and tracks health outcomes. Participants are to receive healthcare education groups, health screenings and linkages to primary care. The program is grant funded, it is understood that ongoing funding is not guaranteed.

g. Housing and Housing Supports

Contractor will provide continual support to enrollees to ensure success in attaining and maintaining housing of their choice.

h. Evidence Based and Promising Practices

Contractor will provide clinical staff with training and skills in the following areas:

i. Wellness management and recovery
ii. Cognitive Behavioral Therapy
iii. Motivational Interviewing
iv. Life skills training
v. Dual Diagnosis (Mental Health/Substance Abuse))
vi. Harm Reduction
vii. WRAP Plans

j. Benefits

i. Contractor will ensure all enrollees are assisted in maximizing financial/health benefits.

ii. Contractor will make best efforts to ensure enrollees develop independent banking and fiscal responsibilities.

iii. Contractor will work towards providing representative payee services to all enrollees who require such assistance.

k. Vocational & Educational Services

Contractor will provide services necessary to identify and attain employment and educational opportunities.

l. Individualized Service Plans

i. Contractor will ensure that all plans are completed in collaboration with enrollees and are consistent with enrollees stated goals.
ii. Contractor will facilitate all enrollees developing Wellness and Recovery Action Plans.

m. Specific to Older Medically Fragile Adults
i. Contractor will work with enrollees to maximize social and daily living skills and assist in formalizing contacts with community programs and agencies.
ii. Contractor will facilitate the use of in-home supportive services i.e., health aides and home care nursing agencies.
iii. Contractor will develop and maintain relationships with other health care providers specific to this population i.e., Ron Robinson Senior Care Center.

n. Flexible Funds

Contractor will ensure a system to access flexible funds easily allowing resources to be used to assist enrollee in achieving rehabilitation goals and to maintain stability. Policies are to be developed to ensure accountability of funds. Where possible, funds are to be treated as loans that will be repaid by enrollees.

o. Representative Payee Services

Contractor will research and develop a representative payee services program for those FSP consumers and REACH participants that require fiscal management in order to meet their day-to-day needs and remain stable in their current living situation. Services will include, but not be limited to, the following guidelines:
i. All income and benefits must come from government sources such as Social Security (SSI), Railroad Pensions, and Medi-Cal/Medicare.
ii. The need for money management services shall be demonstrated through documented examples of skill deficits that prevent successful self-management of funds.
iii. Consumers, who are competitively employed, own and maintain cars and/or own and maintain homes may not be candidates for Representative Payee services.
iv. Contractor will establish and utilize the following documents: a "Representative Payee Agreement", a "Representative Payee Consent Form", and an initial and ongoing budget plan or spreadsheet.
v. Separate records will be maintained for each consumer receiving payee services. Contractor shall keep all records for at least 2 years.

vi. A surety bond will be obtained to cover the funds managed.
vii. Contractor will observe state guidelines for representative payees. Guidelines are available at: http://www.socialsecurity.gov/payee.
viii. Contractor will develop an agreement template for payee services that informs the consumer of the duties the Contractor shall perform on the consumer's behalf and any obligations the consumer may have.
ix. Contractor shall pay rent and utilities (or Room and Board) and other bills directly to the service provider.
x. Contractor shall not charge consumers a fee for representative payee services.

Contractor will submit a proposal for the delivery of representative payee services to the BHRS Deputy Director of Adult/Older Adult Services by January 31, 2015. The proposal shall include estimated number of consumers to be served and costs associated with providing the service.

K. Projected Capacity: Thirty (30) slots.

L. Caminar Staffing

FSP services are delivered by multidisciplinary teams; this is not a brokering model. Staff will be available to consumers 24/7 and service plans will be designed to utilize community relationships that are already well developed and in place. The inclusion of a behavioral health nurse on the team along with dedicated psychiatric staff will allow consistent medication evaluation and rapid linkage to physical health providers.

Within each team, a personal services coordinator is identified for each enrolled consumer. There is a 1:10 staff to consumer ratio for the intensive level of services.

Caminar FSP Team (Services and Housing Support) staffing shall include the following:

Director	0.31 FTE
Assistant Director	0.74 FTE
Nurse RN	0.60 FTE
Nurse LVN	0.20 FTE
Personal Service Coordinator / Case Manager	2.50 FTE
Administrative Assistants	0.45 FTE
Director – Supportive Housing	0.10 FTE
Rep. – Payee / Outcome Asst.	0.35 FTE
Peer / Family Partner	1.00 FTE

"Warm Line" / Emergency Line	0.60 FTE
Psychiatrist (Contracted)	0.35 FTE
Total FTE's	7.20 FTE

F. Volume of Services:

Contractor will provide the minimum volumes of services per contract period as established below. The services to be provided are defined in the San Mateo County BHRS Documentation Manual. The minimum number of eligible units are as follows:

Year 1 (FY 2017-18)	
Minutes of Service	300,000
Year 2 (FY 2018-19)	
Minutes of Service	300,000
Program Total	600,000

II. MHSA Funded Housing Support Program

A. Description of Services

The contractor shall provide FSP enrollees with clean, safe, and affordable housing which is maintained in a good state of repair. Housing shall be located in areas that are readily accessible to required services such as transportation, shopping, recreation and places of worship. The contractor understands that there is a scarcity of such housing and securing housing at any level shall be done collaboratively with the needs of all of those being served by the mental health community in mind.

The contractor shall ensure the individual has a housing component to their personal service plan, and that progress in skill acquisition and the individual's living experience is reviewed and discussed with the individual on a regular basis no less than four (4) times per year. It is expected that such reviews shall lead to a revision of the housing component of the individual's service plan. These reviews may take place in individual sessions or group sessions as is appropriate.

The contractor shall be responsible for providing at least sixty percent (60%) of enrollment with housing units of mixed types including augmented board and care, congregate and supervised living, S.R.O, shelter and independent living. Each type of housing unit shall provide a specific set of community living experiences, shall be supervised at rates determined by the individual's needs, and shall be financially subsidized at predetermined rates appropriate to the individual's needs and abilities. The contractor is responsible for locating niche placements, negotiating rates, paying supplemental costs over and above the consumer's ability to

LS

pay, and ensuring that consumers meet their financial obligations. The living experiences and housing goals could include the following:

1. Supplemented/Augmented Board and Care

   This housing experience shall focus on developing a permanent living arrangement for the medically frail/elderly individual or an enrollee who needs on site supervision. The purpose of the supervision is to insure that the individual is provided with medication management, and to the degree needed, is provided with assistance in securing both medical as well as psychiatric management. The services could include reminding the individual of medical and psychiatric appointments, providing transportation or escort to appointments and general observation of the individual's condition to insure whenever possible interventions to treat problems that may arise occur as early as possible.

   Supplemented/Augmented Board and Care services shall be above and beyond those of regular licensed board and care programs. The contractor shall be responsible to insure the Board and care provider has the necessary skills to provide these services and that they are maintained on a regular basis. These skills may be secured through attending appropriate classes offered in the community, by the Health System or by the contractor.

2. Supervised Living

   Contractor will develop a supervised living program defined as congregate living with on-site support.

3. Transitional Social Rehabilitation Services for TAY and Adults

   Contractor shall provide Transitional Social Rehabilitation services for transitional aged youth (TAY) at the Eucalyptus House Residential Transitional Program and at Hawthorne House. The program shall provide services to San Mateo County mental health consumers aged 18 to 65, with a focus on serving TAY who are young adults between the ages of 18 and 30.

   Contractor shall provide transitional residential services for adults at Hawthorne House to assist consumers to prepare for independent living.

4. Single Room Occupancy

   Contractor shall provide a more permanent housing situation for those individuals who choose to live in more manageable living

LA

situations with modest supports. The contractor is responsible to insure that the rent is paid in a timely manner and that the living unit is maintained in a safe, clean and secure manner. The contractor shall make monthly room inspections or more often as is required to maintain the room in a clean and safe order.

5. Shelter Services

Contractor shall provide temporary living situations while the individual and program staff are locating more appropriate housing. The contractor shall insure that these temporary living situations are safe and meet minimal housing standards. The contractor shall strive to limit the use of shelters to a minimum and whenever a shelter is use, the individual with the program staff either develop, or in process of utilizing a new housing plan as part of the overall service plan.

6. Other Housing

There are a variety of housing resources available through San Mateo County Mental Health Services that may be both available and appropriate for FSP enrollees, and could include half-way houses, room and board, etc. This category of housing shall be considered a temporary or transitional placement while an individual develops additional community living skills. The contractor shall be the primary case manager and be responsible for finding permanent living for consumers upon program completion. Contractor will provide consultation to program staff to ensure enrollee's success in the program, and to include in the individual's service plan, specific housing goals.

The contractor shall also ensure that any individual placed in this type of housing follow any specific rules that may exist about living at that center, and that a component of the individual's service plan outline these housing goals.

7. Alcohol and Other Drug Treatment Residential Programs

This housing experience shall be limited to those individuals who require a residential alcohol or drug treatment program. This category of housing should be considered temporary for the purpose of achieving a drug or alcohol treatment goal.

Contractor will work with alcohol and other drug (AOD) providers to subsidize (spin-off) after care permanent housing.

8. Independent Apartment or House Living

This housing experience shall focus on providing permanent safe and affordable housing where the individual has maximum control of their environment. The contractor shall ensure the property is rented and maintained in good repair, and that rent and utility payments are made in a timely manner. The contractor shall inspect the independent units on a regular basis and ensure when necessary, that all repairs are made as soon as possible. When living problems are identified, the contractor will ensure the treating team is notified and that the team takes immediate action to address any concern. The mechanics of the identification, leasing, and ongoing maintenance of independent housing are described in Section III.A.7.

a. Property Management
   i. Contractor property management assists consumers in locating and acquiring safe, affordable housing. They help consumers negotiate rental agreements, mediate landlord-tenant issues and establish and maintain utilities. Contractor leases, subleases, and/or acts as a rental guarantor for apartments to consumers, enabling consumers to establish a positive rental history.
   ii. Contractor property management staff shall collect and pay consumers' rent. Staff shall work closely with the Housing Authority to acquire, manage and maintain all housing contracts. When appropriate, staff shall help consumers acquire and maintain Section 8 Housing and Shelter Plus vouchers, ensure basic household maintenance, rental unit inspections and when necessary, pursue a legal eviction.
   iii. Contractor shall provide and maintain property liability insurance on all units.
   iv. Contractor property management staff shall work closely with contractor case managers and peer counselors to provide integrated support services with independent living skills training and access to community resources to enable consumers to maintain and retain their housing.

b. Placement of Individuals into Housing Units
   i. The type of housing will be determined by consumer's previous rental history and housing problems, history of violence, history of drug or alcohol abuse and a criminal justice report. The following criteria shall be considered in determining the type of placement in housing: individuals who are registered sex

offenders, individuals with a history of the manufacture or sale of methamphetamine, alcohol and drug abuse, history of residential fire setting, or people with significant histories of random violence with no information about a mitigating intervention or treatment.

ii. Contractor shall hold personal meetings with the tenant (consumer) to complete the screening process. Contractor shall focus on assessing the likelihood that any tenant applicant will be able to meet the essential requirements of tenancy as expressed in the lease as follows:

1) To pay rent and any other charges in a timely manner.
2) To care for and avoid damaging the unit and common areas, use the facilities and equipment in a reasonable way, to not create health or safety hazards, and to report significant maintenance needs in a timely manner.
3) To respect the personal and property rights of others
4) To not engage in criminal activity that threatens the health and/or safety of other residents or staff
5) To comply with health and safety codes and necessary and reasonable rules and program guidelines.

9. Rental Procedures

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

a. Contractor will ensure that 24/7 staff coverage is available to respond to housing landlord for any type of housing emergency.

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

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

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

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

f. Should it be necessary to begin the eviction process, Contractor will proceed according to legal statute and requirements.

10. Eviction Prevention

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

11. Unit Maintenance and Habitation

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

b. One hundred percent (100%) of the units will be monitored by the contractor for proper functioning of safety issues including smoke detectors, plumbing, gas, electricity and heating systems and any issues or concerns will be reported immediately to the owner or the owner's designee.

c. Any hazards or other unsafe or unhealthy conditions that are reported by tenant, landlord, or program personnel will be investigated by contractor within twenty-four (24) hours. Life/Safety issues (including, but not limited to heating, plumbing, and electrical systems) will be corrected within forty-eight (48) hours, or consumer will be relocated to temporary housing until hazard or unsafe condition is

repaired Non-emergency repairs will be corrected within fifteen (15) working days.

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

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

III. Assisted Outpatient Treatment Full Service Partnership

Assisted Outpatient Treatment Full Service Partnership (AOT FSP) provides services to individuals with serious mental illness who currently are not receiving treatment and may or may not require court intervention to receive treatment. AOT FSP services are based on the Assertive Community Treatment model (ACT). All information and requirements in section II and III of this contract apply to AOT FSP as well the additional requirements and distinctions in the following sections.

A. AOT provides for adult San Mateo County residents living with serious mental illness who meet the eligibility criteria listed below as specified in Assembly Bill 1421:

1. Unable to "survive safely" in the community without "supervision;"

2. History of "lack of compliance with treatment" as evidenced by at least one of the following:

a. Hospitalized/incarcerated two or more times in the last 36 months due to a mental illness; or

b. Violent behavior towards self or others in the last 48 months.

3. Previously offered treatment on a voluntary basis and refused it; and

4. Is "deteriorating."

B. Assisted Outpatient Treatment Full Service Partnership Scope of Service

1. Program Goals

a. Engage individuals who have not had a successful and lasting connection to treatment and recovery services.

b. Divert from the criminal justice system and/or acute and long term institutional levels of care (locked facilities) seriously mentally ill (SMI) and complex individuals with multiple co-morbid conditions that can succeed in the community with sufficient structure and support.

c. Offer "whatever it takes" to engage complex adults and older adults with SMI in a partnership to achieve their individual wellness and recovery goals, using alternative models of care which offer greater benefits to them, increasing the likelihood that they will experience positive outcomes.

d. Maximize use of community resources as opposed to costly crisis, emergency, and institutional care.

e. Use strategies relating to housing, employment, education, recreation, peer support and self-help that will engender increased collaboration with those systems and sectors.

2. Referrals from BHRS

a. All referrals will come exclusively from the BHRS AOT Team

b. All BHRS AOT Team referrals will be accepted for enrollment into the AOT FSP.

c. Contractor's AOT FSP staff will comply with the following:
   i. Participate in weekly BHRS AOT FSP meeting with SMMC.
   ii. Attend treatment planning conferences for prospective and current clients of at the request of the treatment teams involved with clients.
   iii. Attend routine treatment/discharge meetings at San Mateo Medical Center when AOT FSP clients or prospective clients are in SMMC.
   iv. Have the AOT FSP Manager or designee available to BHRS AOT Team 24/7.
   v. AOT FSP staff will respond to BHRS AOT FSP team within 1 hour of call or email during business hours for any issue identified as urgent or emergent.

2. Court Process, the provider AOT FSP will:

a. Participate in collaborative meetings with the Court, Private Defenders Office, County Counsel and BHRS AOT Team for the purposes of coordinating treatment planning. These meetings may be as frequently as once a week.

b. Be present in Court when a potential new referral is being considered by the Court for inclusion in AOT FSP services.

c. Submit all Court requested documents and reports within 60 days.

d. Be present in Court and ensure the AOT FSP client is also present in Court unless the Court, Private Defender's Office, County Counsel, AOT FSP and BHRS AOT have mutually agreed that it would be in the best interests of the client to not have to appear in Court.

4. Intake/Outreach

a. Upon receipt of referral start engagement with client within 1 business day.

b. Inform client of scope and availability of services (e.g., a full description of the AOT FSP services as outlined in this contract).

c. Use Evidence Based Practices (e.g., Motivational Interviewing).

d. Deliver immediate practical supports to clients as soon as possible such as case management services around acquisition of food, shelter and medical needs.

e. Based on information from referral and initial client contact, establish initial needs of client, start on appropriate referrals: housing, residential/outpatient treatment programs for mental health, substance abuse, other co-occurring issues.

f. Engage and support family members and other caregivers.

g. Link and work closely with rep payee, conservator, etc.

h. Link client to Caminar Psychiatry as soon as possible and no later than 5 business days. Medication evaluation will be conducted by the psychiatrist and/or Medical Clinic medical staff during this 5 day period.

5. Assessment

a. Within sixty (60) days of receiving the referral complete and submit to BHRS AOT, a comprehensive assessment. The assessment will include but not limited to an evaluation of:

high risk behaviors, substance use, history/current trauma, harm to self/others, social/emotional isolation, medical needs, spirituality, ability to manage basic needs.

b. Continue to identify and engage natural supports.

6. Client Non-Compliance with Treatment

a. If client is non-compliant with treatment plan including but not limited to taking medications as prescribed, AOT FSP staff will make appropriate efforts to solicit adherence. If client is still not compliant, AOT FSP will arrange for transport to hospital for mental health evaluation and accompany client to the hospital. Once in the hospital, the AOT FSP case manager will work in collaboration with the client to provide information to the hospital treatment team regarding the circumstances leading up to the admission and what is needed in order to be discharged/released back to the community. The AOT FSP treatment team will work with the hospital around case planning including discharge planning.

b. If a client court appearance is required the AOT FSP case manager will accompany client and will be prepared to provide the Court with an update on how the client is doing in regard to his/her current treatment plan.

7. Treatment Planning

a. Upon completion of the assessment, a treatment plan will be completed within 30 days.

b. The treatment planning process will consist of the following elements:
   i. Client centered team approach including but not limited to: the consumer, previous treatment provider, family member and/or significant others, conservator, etc.
   ii. A strength based approach
   iii. Engagement of natural supports (sponsors, church, self-help, groups, etc.) and articulate roles to provide support.
   iv. Medication management.
   v. Wellness Recovery and Action Plan (WRAP), that includes and advanced directive.

8. Client Hospitalizations

When an AOT FSP client is transported to Psychiatric Emergency Services or to an Emergency Department, AOT FSP staff will provide full report within 24 hours to the BHRS AOT. The AOT FSP case manager will accompany client to PES and will work collaboratively with the PES staff and client.

9. Treatment

Treatment consists of the following menu of services. The treatment team will select from this menu based on the results of the clinical assessment

a. Service frequency will depend on the assessment of the client's needs and will vary as those needs change. The frequency will never be less than the minimum established by FSP guidelines.

b. Substance use counseling, education, referrals as needed/requested.

c. Motivational Interviewing techniques and approach.

d. Groups: WRAP, Seeking Safety, mindfulness, expressive art therapies.

e. Linkage to recreational social activities, 12 steps, NAMI, religious organizations if indicated by client, LGBTQ support groups.

f. Self-awareness and self-management building by way of individual and group therapy.

g. Safety Plan development, increasing "tools in the toolbox" (coping skills, additional community supports, etc.).

h. Benefit linkage (e.g. SSI) when possible.

i. Medication evaluation, prescribing and monitoring.

j. Engagement of clients based on individualized strengths, interest, hobbies. This may include Bridges to Wellness and Art Therapy. If client indicates, assist in identifying and practicing additional forms of self-care, such as yoga, meditation, spiritual awareness, giving back to the community.

k. Assist client in creating a circle of support: health friends and family members, pet therapy, spiritual community, etc.

10. Step Down from the AOT FSP when clinically indicated will adhere to the following guidelines and must be reviewed and approved by the BHRS AOT Clinical Manager:

a. Prepare client for step-down/transition to independent living in the community that may focus, but not be limited to maintaining housing, pursuing vocational or educational endeavors, reengage and/or develop peer and family support, connect with recovery supports, and/or spiritual support.

b. Decrease intensity of services,

c. WRAP and Safety Planning.

d. Client has increased insight into client's own ability to manage mental health needs, treatment, and learned better self-regulation.

e. Client demonstrates ability to manage medication solo or with limited support.

f. Client can acknowledge their milestones, accomplishments, internalized growth.

g. Engage (or re-engage) with social connections to peers and pro-social.

h. Establish and solidify linkages to medical, health care coverage, psychiatric, case management, social services, and income benefits.

11. Client Grievances

Should an AOT FSP client file a grievance, the AOT FSP Manager will notify the AOT FSP Clinical Services Manager by email of grievance within 2 working days, and will work closely with Office of Consumer and Family Affairs for resolution.

C. Projected Capacity – 50 Clients

1. Staffing – Contractor will assign a total of 13.30 FTE employees to include the following:

Management staff:	
Executive Director, San Mateo Region	0.1 FTE
Director of Case Management	0.2 FTE
AOT FSP Program Director	1.0 FTE
Direct service medical staff: *	
Medical Director/Psychiatrist	0.1 FTE
Psychiatric Nurse Practitioner	0.4 FTE
Registered Nurse (RN)	1.0 FTE
Clinic Coordinator/Licensed Vocational Nurse (LVN)	0.25 FTE
Direct service staff:	
Case Manager	5.0 FTE
Assistant Case Manager prefer with lived experience	2.0 FTE
Community Support Worker	1.0 FTE
Peer Support Worker	0.5 FTE
Family Support Worker	0.5 FTE
Administrative support:	
Client Finance and Housing Specialist	0.5 FTE
Administrative Assistant/File Clerk	0.5 FTE
Director of Quality Improvement	0.15 FTE
Clinical Supervisor	0.1 FTE

E. Training

All AOT/FSP direct service staff and direct medical staff will be trained in the following areas no later than ninety (90) days:

1. Assertive Community Treatment (ACT), Motivational Interviewing, Cognitive Behavioral Therapy (CBT) Harm Reduction, Seeking Safety, Trauma Informed Services, Stages of Change, Crisis intervention and management, Medication benefits, rep payee financial management, WRAP, recovery based treatment.

2. Contractor will develop a plan for team orientation and development that incorporates team members hired over time. Contractor will review such plan with BHRS AOT Manager for approval.

F. Medication Support: *

1. All medical positions are to be part of the contractors Medication clinic.

2. Contractor will apportion funds from this contract to secure and maintain the level of medical staff for the AOT FSP clientele.

3. The direct medical services staff are essential components of the AOT FSP and will participate in team client planning and review and AOT team trainings.

4. When appropriate a member of the medical direct service staff will provide field based services along with another AOT team member.

5. Teams will meet on a weekly basis for the purpose of discussion and planning regarding their members. A medical member of the AOT FSP team will be present or available for each of these meetings for consultation.

G. Data Outcome

Contractor will work with BHRS to track the following outcomes that are included in the California Welfare and Institutions Code (WIC) §5348. Such data may include, but not limited to, the following for enrolled clients:

1. The number served;

3. The number who are able to maintain housing;

4. The number of contacts with law enforcement;

5. The number participating in employment services programs;

5. Psychiatric hospitalization days;

6. Days incarcerated;

7. Adherence to prescribed treatment;

8. Victimization of persons in the program;

9. Violent behavior of persons in the program;

10. Substance abuse by persons in the program;

11. Type, intensity, and frequency of treatment of persons in the program;

12. Satisfaction with program services both by those receiving them and by their families, when relevant.

IV. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

LA

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. Medication Support Services

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

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

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

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

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

LA

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

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

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

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

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

4. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

5. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

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

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

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

6. Audits

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

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

8. Beneficiary Brochure and Provider Lists

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

9. Licensing Reports

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

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

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

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

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

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

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

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

d. Confidentiality Training

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

11. Site Certification

a. Contractor will comply with all site certification requirements. 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 (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries

requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

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

13. Ineligible Employees

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

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

a. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County of San Mateo clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: http://exclusions.oig.hhs.gov/.

b. California Department of Health Care Services

Contractor providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

14. Compliance Plan and Code of Conduct

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

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

15. Fingerprint Compliance

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 CFR 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. Credentialing

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

17. Staff Termination

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

18. Minimum Staffing 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 650-573-2714 or jafrica@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30th of the fiscal year.

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

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

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

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

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

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

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

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

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

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

D. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h) and Section 422.208. The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

E. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by

the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

F. 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.

V. GOALS AND OBJECTIVES / REPORTING

A. Program

Goal One: Contractor shall implement wellness and recovery action plans (WRAP)

Objective One: Fifty percent (50%) of FSP enrollees will have WRAP within 12 months of enrollment.

Data to be collected by Contractor.

Goal Two: Decrease incarceration of consumers needing mental health services. (FSP)

Objective One: Enrolled program consumers shall reduce total days of incarceration by seventy percent (70%) in comparison to total days for twelve (12) months prior to enrollment.

Data to be collected by Contractor.

Goal Three Decrease hospitalization of consumers needing mental health services (FSP)

Objective One Enrolled program consumers shall reduce total days of hospitalization by seventy percent (70%) in comparison to total days for twelve (12) months prior to enrollment.

Data to be collected by Contractor.

Goal Four: Consumers shall be maintained in stable housing. (Housing)

Objective One: Sixty percent (60%) of consumers who live in supported housing will remain in stable housing at least one (1) year.

Data to be collected by Contractor.

Objective Two: Ninety Percent (90%) of consumers satisfied with property management services. (Housing).

Data to be collected by Contractor.

B. Reporting

Contractor shall comply with all State Department of Health Care Services reporting requirements for Mental Health Services Act Full Service Partnerships including collections using State instruments, maintenance according to State guidelines, and reporting using State processes. Data collected will include but are not to be limited to:

1. Consumer's Satisfaction
2. Medical/Psychiatric Hospitalization
3. Residential Status
4. Employment
5. Incarceration
6. Emergency Room Contacts
7. Financial Status
8. Legal Events
9. Monthly status reports including enrollments, disenrollments, jail, locked and twenty-four (24) hour placements.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
CAMINAR, INC.
FY 2017 – 2019

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed FIVE MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED ONE DOLLARS ($5,457,801).

B. In consideration of the services to be provided by Contractor, payment by County to Contractor shall be subject to the annual Cost Settlement process defined in Paragraph I.T. of this Exhibit B.

C. Payment for the period of July 1, 2017 – June 30, 2018 (Year 1)

For the period July 1, 2017 through June 30, 2018, the maximum payment shall not exceed TWO MILLION SEVEN HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS ($2,789,744).

1. FSP Services Payment

The maximum payment for FSP services for the period July 1, 2017 through June 30, 2018, shall not exceed NINE HUNDRED FOUR THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS ($904,223).

a. The FSP will cover service costs for thirty (30) enrollees. The FSP for this period of the Agreement includes: 1) MHSA funding of SIX HUNDRED SIXTY-FOUR THOUSAND SEVEN HUDNRED FIFTY-SIX DOLLARS ($664,756), and

2) the revenues expected to be generated by third-party billings: Medi-Cal Federal Financial Participation (FFP), Medicare and other applicable third-party payors for FSP services provided to enrollees (i.e. "Revenue Component"). The projected Revenue Component for FY 2017-18 is TWO HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS ($239,467). In no event shall the total obligation of the County for FSP payments for this period exceed NINE HUNDRED FOUR THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS ($904,223).

b. County and Contractor agree that in the event that the actual revenues collected for Contractor's services for this period are less than the Revenue Component and that difference is shown to have been generated by failure to bill and/or disallowances by third party payors based on Contractor's failure: 1) to use Medicare-eligible providers; 2) to provide documentation adequate to support Contractor's services per County BHRS Documentation Manual (incorporated by reference herein); 3) to provide services at a per unit cost that is equal to or below the State Maximum Allowance; or 4) to submit the billing information required by this Agreement to the County in a timely manner (collectively, "Third Party Disallowances"), the FSP may be reduced by the amount of that difference. In determining the amount of such reduction, the Third Party Disallowances shall be subtracted from the amount of gross revenues collected by County for Contractor's services under this Agreement. The County shall determine the actual revenue generation. Any such reduction will result in a corresponding one-twelfth (1/12) payment reduction based upon the revised Revenue Component estimate of actual revenues available at that time.

c. FSP Services Monthly Rate

Unless otherwise authorized by the Chief of the Health System or designee, and/or as adjusted subject to Paragraph I.D.1.a.2) of this Exhibit B, the monthly rate of payment by County to Contractor shall be one-twelfth (1/12) of the FSP. Payments will be made in the amount of SEVENTY-FIVE THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS ($75,352) per month for this period of the Agreement. The amount of the monthly payment is subject to reduction as described in Paragraph I.D.1.a.2). The FSP maximum for this period shall not exceed NINE HUNDRED

FOUR THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS ($904,223).

d. Revenue Component reductions as described in I.D.1.a.2) of this Exhibit B shall not relieve Contractor of the obligation to provide the volume of services as described in Paragraph I.F. of Exhibit A.

2. Payment for Housing Support Program

The total Housing Support Program costs are ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-FOUR DOLLARS ($187,574). Program administration and related expenses for this period will be limited to a maximum of TWENTY THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS ($20,455). For this period the monthly payment for housing will be for actual costs upon receipt of invoice from Contractor. Contractor shall be responsible for collecting tenant payments to cover portions of the program costs.

3. AOT FSP

The maximum payment for AOT FSP services shall not exceed ONE MILLION FIVE HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED SIXTY-ONE DOLLARS ($1,576,261).

a. Ongoing Services

Unless otherwise authorized by the Chief of the Health System or designee, and/or as adjusted subject to Paragraph I.D.1.a.2) of this Exhibit B, the monthly rate of payment by County to Contractor shall be one-twelfth (1/12) of the FSP. Payments will be made in the amount of ONE HUNDRED FIVE THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS ($105,575) per month for this period of the Agreement. The amount of the monthly payment is subject to reduction as described in Paragraph I.D.1.a.2). The FSP maximum for this period shall not exceed ONE MILLION TWO HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED DOLLARS ($1,266,900).

b. Housing Support

The total Housing Support Program costs are THREE HUNDRED NINE THOUSAND THREE HUNDRED SXITY-ONE DOLLARS ($309,361). For this period the monthly payment for housing will be for actual costs upon receipt of

invoice from Contractor. Contractor shall be responsible for collecting tenant payments to cover portions of the program costs.

c. Federal Financial Participation

For Medi-Cal beneficiaries the provider is expected to claim for all eligible services.

D. 2016-17 Unspent Funds

County shall pay Contractor one timely only FY 2016-17 unspent funds in the amount of ONE HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS ($121,686), as described in Exhibit C of Contractor's FY 2017-18 Budget.

D. Payment for the period of July 1, 2018 – June 30, 2019 (Year 2)

For the period July 1, 2018 through June 30, 2019, the maximum payment shall not exceed TWO MILLION SIX HUNDRED SIXTY-EIGHT THOUSAND FIFTY-SEVEN DOLLARS ($2,668,057).

1. FSP Services Payment

The maximum payment for FSP services shall not exceed NINE HUNDRED FOUR THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS ($904,223).

a. The FSP will cover service costs for thirty (30) enrollees. The FSP for this period of the Agreement includes: 1) MHSA funding of SIX HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS ($664,756), and 2) the revenues expected to be generated by third-party billings: Medi-Cal Federal Financial Participation (FFP), Medicare and other applicable third-party payors for FSP services provided to enrollees (i.e. "Revenue Component"). The projected Revenue Component for FY 2018-19 is TWO HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS ($239,457). In no event shall the total obligation of the County for FSP payments for this period exceed NINE HUNDRED FOUR THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS ($904,223).

b. County and Contractor agree that in the event that the actual revenues collected for Contractor's services for this period are less than the Revenue Component and that difference is shown to have been generated by failure to bill and/or

disallowances by third party payors based on Contractor's failure: 1) to use Medicare-eligible providers; 2) to provide documentation adequate to support Contractor's services per County BHRS Documentation Manual (incorporated by reference herein); 3) to provide services at a per unit cost that is equal to or below the State Maximum Allowance; or 4) to submit the billing information required by this Agreement to the County in a timely manner (collectively, "Third Party Disallowances"), the FSP may be reduced by the amount of that difference. In determining the amount of such reduction, the Third Party Disallowances shall be subtracted from the amount of gross revenues collected by County for Contractor's services under this Agreement. . The County shall determine the actual revenue generation. Any such reduction will result in a corresponding one-twelfth (1/12) payment reduction based upon the revised Revenue Component estimate of actual revenues available at that time.

c. FSP Services Monthly Rate

Unless otherwise authorized by the Chief of the Health System or designee, and/or as adjusted subject to Paragraph I.D.1.a.2) of this Exhibit B, the monthly rate of payment by County to Contractor shall be one-twelfth (1/12) of the FSP. Payments will be made in the amount of SEVENTY-FIVE THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS ($75,352) per month for this period of the Agreement. The amount of the monthly payment is subject to reduction as described in Paragraph I.D.1.a.2). The FSP maximum for this period shall not exceed NINE HUNDRED FOUR THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS ($904,223).

d. Revenue Component reductions as described in I.E.1.a.2). of this Exhibit B shall not relieve Contractor of the obligation to provide the volume of services as described in Paragraph I.F. of Exhibit A.

2. Payment for Housing Support Program

The total Housing Support Program costs are ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-FOUR DOLLARS ($187,574). Program administration and related expenses for this period will be limited to a maximum of TWENTY THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS ($20,455). For this period the monthly payment for housing will be for actual

costs upon receipt of invoice from Contractor. Contractor shall be responsible for collecting tenant payments to cover portions of the program costs.

3. AOT FSP

The maximum payment for AOT FSP services shall not exceed ONE MILLION FIVE HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED SIXTY-ONE DOLLARS ($1,576,261).

a. Ongoing Services

Unless otherwise authorized by the Chief of the Health System or designee, and/or as adjusted subject to Paragraph I.D.1.a.2) of this Exhibit B, the monthly rate of payment by County to Contractor shall be one-twelfth (1/12) of the FSP. Payments will be made in the amount of ONE HUNDRED FIVE THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS ($105,575) per month for this period of the Agreement. The amount of the monthly payment is subject to reduction as described in Paragraph I.D.1.a.2). The FSP maximum for this period shall not exceed ONE MILLION TWO HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED DOLLARS ($1,266,900).

b. Housing Support

The total Housing Support Program costs are THREE HUNDRED NINE THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS ($309,361). For this period the monthly payment for housing will be for actual costs upon receipt of invoice from Contractor. Contractor shall be responsible for collecting tenant payments to cover portions of the program costs.

c. Federal Financial Participation

For Medi-Cal beneficiaries the provider is expected to claim for all eligible services.

E. County Revenue Component Estimates

Contractor shall provide the minimum Medi-Cal and Medicare reimbursable services which shall generate the amounts of revenue for FSP Services as established below. These services shall be reported to County through the Monthly Reporting process as described in paragraph I.L. of this Exhibit B.

	July 1, 2017 – June 30, 2018 (Year 1)	July 1, 2018 – June 30, 2019 (Year 2)
FSP	$250,681	$250,681

F. Contractor's Budget

1. Contractor's annual budget for these services for Fiscal Years 2017-2019 is incorporated into this Agreement as Exhibit C.

2. Contractor shall be responsible for all expenses incurred during the performance of services rendered under this Agreement that are not included in Exhibit C.

G. Contractor's annual FY 2017-19 budget is attached and incorporated into this Agreement as Exhibit C.

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

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

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

K. Contractor shall maintain all program fiscal records to maintain current and future requirements for MHSA funded FSP services as determined by the State DMH, and as requested by the County.

L. 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.

M. In the event this Agreement is terminated prior to June 30, 2019, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.

N. 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.

O. 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).

P. 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

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

R. 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.

S. 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.

T. 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.

U. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the

completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

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

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

2. Option Two

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

where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.

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

V. 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.

W. Cost Report/Unspent Funds

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of the fiscal year. Cost reports shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for 1) FSP services, 2) one-time expenditures, and 3) flexible funds, as applicable. Cost reports 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.

As applicable, Contractor shall also submit to County a year-end Single Audit report with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceeds 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 "unspent funds" may be expended the following year, provided that these funds are expended for services approved by County and in accordance with the following procedures.

   a. 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.

   b. 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.

   c. 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.

   d. 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.

   e. 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.

X. Claims Certification and Program Integrity

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

2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

   Executed at _____ California, on _____20___

   Signed _____ Title _____

   Agency _____ "

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

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

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

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

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

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

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

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

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

*** END OF EXHIBIT B ***

EXHIBIT C

2017-18 San Mateo County	FSP Services	FSP Housing	AOT Services	AOT Housing	TOTAL
REVENUE					
County Contracts	$904,223	$187,574	$1,266,900	$309,361	$2,668,058
County Contracts-16-17 Rollover	0	0	61,686	60,000	$121,686
Total County Contracts	$904,223	$187,574	$1,328,586	$369,361	$2,789,744
EXPENSES					
Personnel Expenses					
Salaries, Taxes, Insurance & Benefit Plans	554,702	29,045	662,118	30,897	$1,276,762
Total Personnel Expenses	554,702	29,045	662,118	30,897	$1,276,762
Operating Expenses					
Professional/Contracted Services	265,524	1,942	157,530	0	$424,996
General/Operating Expenses	144,326	156,587	508,938	338,464	$1,148,315
Total Operating Expenses	409,850	158,529	666,468	338,464	$1,573,311
TOTAL Expenses	$964,552	$187,574	$1,328,586	$369,361	$2,850,073

2018-19 San Mateo County	FSP Services	FSP Housing	AOT Services	AOT Housing	TOTAL
REVENUE					
County Contracts	$904,223	$187,574	$1,266,900	$309,361	$2,668,058
Total County Contracts	$904,223	$187,574	$1,266,900	$309,361	$2,668,058
EXPENSES					
Personnel Expenses					
Salaries, Taxes, Insurance & Benefit Plans	554,702	29,045	662,118	30,897	$1,276,762
Total Personnel Expenses	554,702	29,045	662,118	30,897	$1,276,762
Operating Expenses					
Professional/Contracted Services	265,524	1,942	157,530	0	$424,996
General/Operating Expenses	144,326	156,587	447,252	278,464	$1,026,629
Total Operating Expenses	409,850	158,529	604,782	278,464	$1,451,625
TOTAL Expenses	$964,552	$187,574	$1,266,900	$309,361	$2,728,387

2018-2019 Budget will require update Sept 2018.
FSP and AOT Housing programs operate on a fee-for-service basis; expenses will not exceed funding

Attachment C
Election of Third Party Billing Process

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

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

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

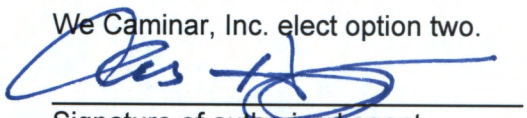
We Caminar, Inc. elect option one.

_____ _____
Signature of authorized agent Name of authorized agent

_____
Telephone number

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

We Caminar, Inc. elect option two.


Signature of authorized agent

CHARLES HUGGINS
Name of authorized agent

650-372-4086
Telephone number

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

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

Agency Name:	Agency Number:

Client ID *(Do name search)*:	Client Date of Birth (Required):	SSN (Required):

Last Name:	First Name:	M.I.

Alias or other names used:	Undocumented? ☐ Yes ☐ No

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

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

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

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

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

Does Client have Medicare? ☐ Yes ☐ No

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

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

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

Responsible Party's Information (Guarantor):

Name: _____ **Phone:** _____

Relationship to Client: _____ ☐ **Self**

Address: _____ **City:** _____

State: _____ **Zip Code:** _____

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

3rd Party Health Insurance Information

Health Plan or Insurance Company (Not employer)

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

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

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

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

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

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

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

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

Client Authorization

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

_____ _____

Signature of Client or Authorized Person Date

Client refused to sign Authorization: ☐ Please check, if applicable Date: _____ Reason_____
Name of Interviewer:_____ Phone Number: _____ Best time to contact_____
Fax completed copy to: MIS/Billing Unit (650)573-2110

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

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

Caminar, Inc.
Name of Contractor

Signature of Authorized Official

CHARLES HUGGINS
Name (please print)

COO
Title (please print)

10/3/2017
Date

ATTACHMENT I

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

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

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

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

☐ a. Employs fewer than 15 persons.

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

Name of 504 Person:	
Name of Contractor(s):	**Caminar, Inc.**
Street Address or P.O. Box:	**2600 El Camino Real, Suite 200**
City, State, Zip Code:	**San Mateo, CA 94403**

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

Signature:	
Title of Authorized Official:	CEO
Date:	10/3/2017

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