

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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Peninsula Family Service, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, on September 29, 2020, the parties entered into an agreement for senior peer counseling services for the term July 1, 2020 through June 30, 2022 and Help@Hand Peer-led Outreach and Engagement for the term of July 1, 2020 through June 30, 2021, in an amount not to exceed \$986,784; and

WHEREAS, on January 25, 2021, the Chief of San Mateo County Health approved an amendment to the agreement for technology supports for clients and family members that do not have the resources to purchase the technology they need to participate in telehealth services and online groups, increasing the amount of the agreement by \$2,958 to \$989,742, with no change to the agreement term; and

WHEREAS, on September 14, 2021, the Board of Supervisors approved a second amendment to the agreement to extend the term of the Help@Hand Peer-led Outreach and Engagement services through June 30, 2022, and increase the amount of the agreement by \$300,000 to an amount not to exceed \$1,289,742; and

WHEREAS, the parties wish to amend the agreement for a third time to 1) add digital inclusion for older adults (Get App-y Workshops) services and increase the contract amount by \$40,102, increase the agreement amount by \$272,440 for the Help@Hand Peer-led Outreach and Engagement services, and to increase the agreement amount by \$374,616 for senior peer counseling services, for a new maximum total amount not to exceed \$1,976,900, and 2) extend the term of the agreement through June 30, 2023.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A3," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B3." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION NINE HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED DOLLARS (\$1,976,900).

2. Section 4. Term is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2020 through June 30, 2023.

3. Exhibit A2 is hereby deleted and replaced with Exhibit A3 attached hereto.
4. Exhibit B2 is hereby deleted and replaced with Exhibit B3 attached hereto.
5. All other terms and conditions of the agreement dated September 29, 2020, between the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CONTRACTOR NAME

Heather Cleary

Contractor's Signature

Date: 4/20/22

EXHIBIT A3 – SERVICES
PENINSULA FAMILY SERVICE
FY 2020 – 2023

In consideration of the payments set forth in Exhibit B3, Contractor shall provide the following services:

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

I. Senior Peer Counseling Services Program

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

A. Target Populations

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

B. Target Geographical Areas

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

C. Outcomes

Contractor shall achieve the following program outcomes.

1. Recruit a minimum of sixty-seven (67) new Senior Peer Counselor volunteers who reflect the diversity of target populations.
2. A minimum of forty (40) new Senior Peer Counselor volunteers will be trained and complete a six (6) week Senior Peer Counselor

volunteer training. A minimum of three (3) trainings consisting of (two (2) English with breakout sessions addressing more complex clinical issues provided in Chinese Language as needed, and one (1) in Spanish) Volunteers shall reflect the diversity of San Mateo County, particularly the target populations. Of the new recruits ten (10) will pilot new program to provide one to one service every other week to reduce the waiting list and serve more clients.

3. Have a minimum of ninety (90) trained and active Senior Peer Counselors in the program who reflect the diversity of San Mateo County's underserved populations of older adults, specifically the target populations. An active volunteer is defined as someone who has successfully completed the Senior Peer Counseling six (6) week training program and who has provided face-to-face senior peer counseling services to a client in the last ninety (90) days.
4. Expand the Senior Peer Counseling Program to serve one hundred eleven (111) new, unduplicated clients, for a total number of four hundred seventy-two (472) active clients. An active client is defined as an individual who has received face-to-face services from a senior peer counselor in the last ninety (90) days. Clients will primarily represent the target populations.

D. Services to be Provided

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

1. Recruitment of sixty-seven (67) New Senior Peer Counselor Volunteers:
 - a. Continue developing LGBT focused component of Senior Peer Counseling Program.
 - b. Implement recruitment strategies ensuring outreach is made to the priority population groups.
 - c. Revise volunteer selection criteria and screening tools as appropriate.

- d. Continue to actively recruit Senior Peer Counselor Volunteers.
 - e. Provide regular in-service training for Senior Peer Counseling Volunteers.
 - f. Option to plan and host a yearly Senior Peer Counseling recognition event and annual party.
2. Train at least forty (40) new Senior Peer Counselor Volunteers through conducting three (3) six (6) week Senior Peer Counselor Volunteer Trainings. Trainings will be presented in a fashion to reflect the needs of the volunteers and will include one training provided in Spanish and one training provided in Chinese Language as needed.
 - a. Provide ongoing training for all Program Coordinators.
 - b. Review training materials and ensure training materials are appropriate to meet the needs of the volunteers.
 - c. Translate any new training materials as is appropriate to meet the needs of the volunteers to be trained.
 - d. Hold a minimum of three (3) six (6) week Senior Peer Counselor Volunteer trainings (consisting of two (2) English with breakout sessions addressing more complex clinical issues provided in Chinese Language as needed, and one (1) in Spanish) with between eight (8) – twelve (12) people in each training.

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

3. Provide and meet all volunteer employment requirements related to confidentiality and certification of volunteers to work with dependent older adults including HIPAA training, fingerprinting of volunteers.
4. Expand the current Senior Peer Counseling Services Program to provide services to a total of one hundred eleven (111) new, unduplicated clients for a total number of four hundred seventy-two (472) unduplicated clients.
 - a. Assess the ability of the current Senior Peer Counseling Program to increase the number of clients being seen and develop strategies to increase capacity.

- b. Develop strategies to recruit clients into program, particularly reaching out to the un/underserved population groups and underserved geographical areas.
- c. Implement outreach and recruitment strategies.
- d. Maintain supervision structure that meets the needs for cultural and geographic area.
- e. Explore options for providing group services to homebound older adults.

5. Senior Peer Counseling Services

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

E. Telehealth Services

1. Telehealth Services

If services must be given remotely because face-to-face is not an option, Contractor will provide telehealth treatment services using HIPAA compliant videoconferencing technology (such as Doxy.me, Zoom Health, Microsoft Teams, etc.) or by teleconference. If the transition to telehealth services cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached.

- 2. Contractor will complete a Telehealth Informed Consent form for each client provided Telehealth services. The consent form will include the expected term or duration of the telehealth services to be delivered. Contractor will maintain the consent form in the client's file. The consent form will be submitted to BHRS upon request.

F. Staffing

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

G. Data Collection

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

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

1. Number of recruited Senior Peer Counselors;
2. Total number of Senior Peer Counselors;
3. Number of new, trained Senior Peer Counselors;
4. Total Number of trainings held, and the number of people completing each training;
5. Total number unduplicated clients served;
6. Number of clients receiving individual (one-to-one) services and number of clients receiving group services;
7. Detailed information on groups;
8. Waiting list status/update; and
9. Top referral sources.

II. Help@Hand Peer-led Outreach and Engagement

The Help@Hand Innovation Project (formerly Tech Suite) is a complimentary support system that offers a bridge to care, helps identify early warning signs of behavioral health needs, offers timely support if needed, requires less effort and removes some barriers a consumer or family may face when seeking conventional behavioral health or wellbeing services.

The goal of the Help@Hand Peer-led Outreach and Engagement is to support older adults in the use of Help@Hand web-based solutions (including applications or “apps”) to engage, educate and provide access to behavioral health services when needed, especially for those who struggle connecting with traditional in-person supports or may need additional supports.

These goals will be achieved by conducting broad, culturally and linguistically appropriate outreach, promoting the use of the Help@Hand

web-based solution(s) and guiding and supporting users, including providing linkages to in-person services as needed.

A. Target Populations

The target population for these services includes isolated older adults (age fifty-five (55) and over) throughout San Mateo County who may be struggling to connect with traditional in-person behavioral health supports or may need additional supports.

B. Services to be Provided

Administrative and program management services will be provided to conduct the outreach and engagement for the Help@Hand. Services include staff recruitment, training and supervision, community outreach and engagement, participation in the statewide Help@Hand County Technology Collaborative, and data collection.

1. Recruitment of Peer Program Specialist and Peer Outreach Workers

- a. Recruit a 1.0 FTE Program Specialist
- b. Recruit 1.0 FTE Peer Outreach Worker(s)
- c. Contractor shall recruit staff who give the program the broadest ethnic/cultural and linguistic coverage possible.

2. Train new Peer Program Specialist and Peer Outreach Workers. Each Peer Program Specialist and Help@Hand Ambassador hired by the contractor is required to:

- a. Attend a BHRS-sponsored training with the Help@Hand vendors to learn about the web-based solutions, understand how to use the features and build capacity to teach others about the Help@Hand web-based solution(s), including providers.
- b. Attend eight (8) hours of BHRS-sponsored training on peer advocacy, peer ambassador skill development and/or other trainings by/from peers.

3. Provide outreach and engagement services focused on encouraging community members to use the Help@Hand web-based solution(s). This will include:

- a. Identify strategic access points to reach individuals who may be struggling to connect with traditional in-person supports,

- e.g. primary care health providers, faith-based organizations, grocery/convenient stores, community colleges, schools, peer mentors, case managers, aging and adult services and other key stake holders than can support outreach.
- b. Conduct education and outreach to encourage use of the Help@Hand web-based solution(s) in both the piloting and implementation phase of the project.
 - c. Develop and/or tailor outreach and educational materials about the Help@Hand web-based solution(s) to specific target population languages, Spanish and Chinese.
 - d. Assist in training BHRS staff and community partners in how to access the Help@Hand web-based solution(s), specifically bringing the peer perspective to the benefits of empowerment, self-management and self-care to clients' recovery.
 - e. Utilize, review and understand each behavioral health web-based solutions in order to effectively support individuals on the effective use of the technology, e.g. in the peer chat feature, users can change their peer listeners to find someone they feel the most comfortable with.
 - f. Guide and support potential users: start with listening, help them sign up, show them how to access any relevant features (chats, self-care exercises, growth paths, etc.), explore questions and reinforce that the program is augmentative and does not replace treatment or face-to-face interactions with behavioral health providers.
 - g. Refer and support potential users with accessing in-person services as needed such as connecting community members and clients/consumers with helpful resources like WRAP, personalized outreach and/or transit options as needed. This is in addition to using the web-based solutions.
 - h. Gather end-user input and feedback on ease of use, content relevance, and personal benefit of the web-based solutions and offer recommendations for improvement.
4. Participate in the Help@Hand Advisory Committee. BHRS Office of Diversity and Equity will convene and facilitate a Help@Hand Advisory Committee. The purpose of the Committee is to have a forum for members to provide input and oversight of the Help@Hand project.

- a. Contractor will collaborate with BHRS and the Help@Hand Advisory Committee. Contractor participation in the Help@Hand Advisory Committee will:
 - i. Encourage representation from their target communities in the Help@Hand Advisory Committee.
 - ii. Prepare and support peers interested in participating in the Help@Hand Advisory Committee.
 - iii. Help@Hand Advisory Committee members may:
 - a) provide input and feedback related to the design and customization of the Help@Hand web-based solution(s), e.g. making the online images and language culturally appropriate, having relevant Personal Wellness Avatar interventions offered to consumers on an ongoing basis.
 - b) recommend additional features to prioritize for the target communities, e.g. for youth in crisis, the capacity to identify and show on a local map, safe places for youth to go when in need;
 - c) provide input on implementation, user experience and support services; and
 - d) provide input and review evaluation activities.
5. Throughout the duration of this contract the contractor will participate in ongoing collaborations with the Help@Hand County Technology Collaborative, this may include:
 - a. Attendance on monthly statewide peer calls;
 - b. Attendance on county and collaborative calls as needed; and
 - c. Provide guidance regarding peer role standards and assurance that peer voice is represented at all levels of the project.
6. Contractor will work directly with the T-Mobile For Government representative to procure data plans needed for the devices provide to clients.

C. Staffing

1. Full-time Peer Program Specialist to coordinate the outreach and engagement, support services, and other contract activities.
2. Full-time, bilingual/bicultural Peer Outreach Worker(s), "Help@Hand Ambassadors" to support implementation of the contract activities.
3. Contractor shall provide administrative, supervisory, and training services necessary to oversee this program.

D. Outcomes

1. 50,000 'Impressions' of people learning about the Help@Hand web-based solution(s)
2. 20 agencies/programs trained about the Help@Hand supports and serve as referral source
3. 20 live presentations and trainings in the community
4. At least 200 older adults will attend activities/events/presentations
5. 150 older adults sign up for the Help@Hand web-based solution(s) (based on technology analytics) and provide demographic data
6. Educational materials are developed about the Help@Hand web-based solution(s) to specific target populations, including county's threshold languages if necessary.

E. Data Collection

Contractor will track clients, demographics, outreach and engagement conducted and collect and report the following data quarterly throughout the life of the contract and in a final report due August 15 of every year.

1. Number and demographics of individuals meaningfully engaged (Attachment F)
2. Total number of 'impressions' of people learning about the Help@Hand
3. Total number of community partners trained

4. Description and number of activities, presentations, group or community outreach events held
5. Total number of people attended each activity, group or presentation
6. Total number of people assisted in signing up for the Help@Hand web-based solution(s)
7. Implementation success and challenges
8. Clients stories, with appropriate consent include pictures and/or quotes from the client

F. Evaluation

Contractor will participate and facilitate evaluation activities as determined by BHRS. Data sources to support the evaluation may include:

1. Participant Survey: The County may gather quantitative data through surveys on the Help@Hand web-based solution(s) that invite clients/consumers to rate their wellness and recovery.
2. Focus Groups and Interviews: The County may gather qualitative data through a process of interviews and focus groups with the target populations about their experience using the web-based solution(s) and their perspective on the extent to which they engaged in the web-based solution(s) and whether it supported their wellness and recovery, access to both in-person and online services and to understand the level of engagement of the target participants due to the participation.
3. Help@Hand Usage Data: Evaluation data will be gathered about who is engaging in the Help@Hand web-based solution(s) and their level of engagement to understand how the technology is engaging target participants.

III. Get App-y Workshops (MHSA One-Time Funding)

Get App-y Workshops address digital inclusion for older adults and promotes engagement in behavioral health services by offering basic technology supports. Nearly one (1) in four (4) adults 65 and older are considered socially isolated, and nearly one out of three older adults feel lonely. Older adults are living longer, but are more likely to live alone and to be far less likely to be socially engaged than the previous generation. The

Stanford Center on Longevity also states that although many older adults are well versed in technology, as a group they lag behind younger populations.

A. Services

1. Contractor will develop a six (6) session Get App-y Workshop curriculum made up of the following digital literacy topics:
 - a. Safe Internet Browsing, including shopping online
 - b. Avoiding Identity Theft
 - c. All about apps
 - d. Zoom basics
 - e. Phishing scams
 - f. Email set-up
2. Contractor will provide a maximum of four (4), six (6)-session Get App-y Workshops per year, focusing on locations in the southern and central regions of the County.
 - a. The six (6)-session Get App-y Workshops will be offered over a four to six (4-6) week period.
 - b. Each session will be one and a half (1.5) hours total
 - c. The first thirty (30) minutes will be used as a drop-in for older adults to ask questions about their devices.
 - d. The remaining one (1) hour will be spent on one of the curriculum topics.
3. Contractor will promote the six (6)-session Get App-y Workshop to ensure a minimum of five (5) and a maximum of fifteen (15) participants per workshop.
4. Contractor will promote and encourage participants to attend all six sessions.

IV. Technology Supports for Clients

Through the Mental Health Service Act (MHSA) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act, BHRS has secured funding to provide technology supports (devices and data plans) for clients and family members of clients that would benefit from telehealth and/or other behavioral health services, but do not have the resources to purchase the technology they need.

BHRS selected a federally-subsidized program, T-Mobile For Government, that offers a low-cost data plan (internet service) along with free refurbished phones/tablets. Given the limited resources, this benefit should be prioritized for clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology supports.

1. Services

- a. Through CARES Act funding, BHRS purchased and delivered twenty-five (25) tablets with a one-year data plan subscription for Contractor to support client participation in services. Additionally, Contractor received MHSA one-time funding to purchase up to ten (10) additional devices with a one-year data plan subscription and/or device accessories (earbuds, styluses, screen protectors, etc.) to support use of the devices by members. Contractor will distribute the devices and accessories in accordance with the guidance set forth in this agreement.
- b. Contractor will continue to utilize the developed screening or process to allocate the devices to clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology services.
- c. Contractor will continue to utilize the developed user agreement for clients to support safety and accountability while using the devices. See Attachment U – Sample Device User Agreement and Waiver.

2. Reporting Activities

- a. As a condition of accepting the CARES Act funded tablets, Contractor is required to continue submitting monthly Tracking Logs through the remainder of the one-year data plan subscription, see Attachment V - Technology Supports – Monthly Reporting Form. Contractor shall report the following:
 - i. Client(s) name receiving tablet for participation in services.
 - ii. Number of devices used to support client services on-site (for example, a shared tablet at residential facility to facilitate group sessions, field services, etc.), including the following information:
 - (1) location/site;
 - (2) service provided using the device(s); and
 - (3) number of clients served.
- b. For MHSA One-Time funding, Contractor will continue to submit the monthly Tracking Logs through the remainder of the one-year data plan subscription, see Attachment V - Technology Supports – Monthly Reporting Form along with invoices for reimbursement:
 - i. Total number of phones and total number of tablets ordered.

- ii. Detail other device accessories purchased to support client participation in services.
- iii. Client(s) name and device (phone/tablet) and/or accessories received.
- iv. Number of devices used to support client services on-site (for example, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.), including the following information:
 - (1) location/site;
 - (2) service provided using the device(s); and
 - (3) number of clients served.

V. Health Order Compliance Requirements

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

At a minimum, Contractor will ensure the following:

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

1. Service Delivery During Health Order Restrictions

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

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

VI. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

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

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

on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

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

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

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

B. Quality Management and Compliance

1. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain service records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain service records for a period of seven (7) years. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

2. Documentation of Services

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

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at:

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

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

3. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by 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.

4. 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.

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

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

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

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

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

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

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

d. Confidentiality Training

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

6. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. HIPAA
- b. Compliance
- c. Fraud, Waste, and Abuse
- d. Critical Incident Management
- e. Cultural Humility
- f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: <https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrsp01>. Contractor must register on the LMS site to access the training modules. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

7. 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.

8. Ineligible Employees

BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

9. 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>.

10. Fingerprint Compliance

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

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
2. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

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

11. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

C. Cultural Humility

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at ode@smcgov.org.

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain

clinical staff members who can provide services in a culturally and linguistically appropriate manner.)

- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager (ode@smcgov.org) to plan for appropriate technical assistance.

VII. GOALS AND OBJECTIVES

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

- Goal 1: The overall goal of this program is to improve the ability of the ethnically and culturally diverse communities of older adults in San Mateo County

to live in community-based settings and to have the highest possible quality of life.

Objective 1: Contractor shall recruit, maintain, and train at least forty 40 new Senior Peer Counselor volunteers in the six (6) week Senior Peer Counselor volunteer training course who reflect the diversity of target populations by June 30, 2021.

Objective 2: Contractor shall expand the current Senior Peer Counseling Program to serve an additional one hundred eleven (111) new, unduplicated clients, for a total number of four hundred seventy-two (472) clients by June 30, 2021. A specific emphasis will be placed on increasing the number of clients from target populations and underserved geographical areas.

Objective 3: Contractor shall conduct annual client satisfaction surveys and annual peer counselor satisfaction surveys to measure the following:

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

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

Goal 2: To enhance clients' satisfaction with the services provided.

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

Objective 2: At least ninety percent (90%) of clients shall rate services as satisfactory.

*** END OF EXHIBIT A3 ***

EXHIBIT B3 – PAYMENTS AND RATES
PENINSULA FAMILY SERVICE
FY 2020 – 2023

In consideration of the services provided by Contractor in Exhibit A3, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed ONE MILLION NINE HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED DOLLARS (\$1,976,900) for the term of the agreement.

B. Senior Peer Counseling Services

Contractor shall be reimbursed up to a total of ONE MILLION SIXTY-ONE THOUSAND FOUR HUNDRED DOLLARS (\$1,061,400) for Senior Peer Counseling Services as described in Paragraph I of Exhibit A3, for the term of the agreement.

1. For the term July 1, 2020 through June 30, 2021, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A3. Contractor shall submit invoices with a summary of services provided per client as described in section I.I. of this Exhibit B3. The monthly payment by County to Contractor shall be one-twelfth (1/12) the maximum amount or TWENTY-EIGHT THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$28,616), not to exceed THREE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED NINETY-TWO DOLLARS (\$343,392).
2. For the term July 1, 2021 through June 30, 2022, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A3. Contractor shall submit invoices with a summary of services provided per client as described in section I.I. of this Exhibit

B3. The monthly payment by County to Contractor shall be one-twelfth (1/12) the maximum amount or TWENTY-NINE THOUSAND FOURHUNDRED SEVENTY-FIVE DOLLARS (\$29,475), not to exceed THREE HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED DOLLARS (\$353,700).

3. For the term July 1, 2022 through June 30, 2023, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A3. Contractor shall submit invoices with a summary of services provided per client as described in section I.I. of this Exhibit B3. The monthly payment by County to Contractor shall be one-twelfth (1/12) the maximum amount or THIRTY THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS (\$30,359), not to exceed THREE HUNDRED SIXTY-FOUR THOUSAND THREE HUNDRED EIGHT DOLLARS (\$364,308).

C. Help@Hand Peer-Led Outreach and Engagement

Contractor shall be reimbursed up to a total of EIGHT HUNDRED THOUSAND SEVENTY-TWO THOUSAND FOUR HUNDRED FORTY DOLLARS (\$872,440) for Help@Hand Peer-Led Outreach and Engagement services as described in Paragraph II of Exhibit A3, for the term of the agreement.

1. FY 2020 – 2021

For the term July 1, 2020 through June 30, 2021, the maximum amount County shall be obligated to pay for Help@Hand services shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000).

- a. Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A3. Contractor shall bill the County on the 10th workday of the month clearly itemizing expenditures and services delivered the previous month as per the following budget:

1. Personnel Expenditures	
• Peer Program Specialist salary, 100% of time	\$71,050
• Peer Outreach Worker, 100% of time	\$46,447
• VP of Older Adults Program, 20% of time	\$28,327
• Benefits, 35%	\$51,038
2. Operating Expenditures	
• Marketing	\$18,138
• Office Supplies	\$3,000

• Mileage (9,174 miles at \$0.575/mile (IRS rate))	\$5,000
• Gift Cards \$10/person, 300 persons	\$3,000
• Refreshments/Room Rentals	\$4,000
• Staff Development	\$7,000
• Common Costs (payroll processing, time clocks, audit fees, general liability ins., space, ACA fees, postage)	\$15,000
• Admin Costs	\$45,000
3. One-Time Costs	
• Workstations, 2 persons	\$2,000
• iPad, 1 person	\$1,000
TOTAL	\$300,000

2. FY 2021 – 2022

For the term July 1, 2021 through June 30, 2022, the maximum amount County shall be obligated to pay for Help@Hand services shall not exceed THREE HUNDRED SEVEN THOUSAND THREE HUNDRED ONE DOLLARS (\$307,301).

- a. Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A3. Contractor shall bill the County on the 10th workday of the month clearly itemizing expenditures and services delivered the previous month as per the following budget:

1. Personnel Expenditures	
• Peer Program Specialist salary, 100% of time	\$73,182
• Peer Outreach Worker, 1. 100% of time PT	\$25,709
• Peer Outreach Worker, 2. 100% of time PT	\$25,709
• VP of Older Adults Program, 20% of time	\$29,177
• Benefits, 35%	\$53,822
2. Operating Expenditures	
• Marketing	\$7,401
• Office Supplies	\$3,000
• Mileage (8,929 miles at \$0.56/mile (IRS rate))	\$5,000
• Gift Cards \$10/person, 400 persons	\$4,000
• Refreshments/Room Rentals	\$3,000
• Staff Development	\$7,000
• Common Costs (payroll processing, audit fees, general liability ins., space, postage)	\$15,000

• Admin Costs	\$45,000
3. One-Time Costs	
• Workstations, 2 persons	\$2,000
• iPad, 1 person	\$1,000
• Client device data plans through 6/30/23	\$7,301
TOTAL	\$307,301

3. FY 2022 – 2023 (MHSA One-Time – Sustainability)

For the term July 1, 2022 through June 30, 2023, the maximum amount County shall be obligated to pay for Help@Hand services shall not exceed TWO HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$265,139).

- a. Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A3. Contractor shall bill the County on the 10th workday of the month clearly itemizing expenditures and services delivered the previous month as per the following budget:

1. Personnel Expenditures	
• Peer Program Specialist salary, 100% of time	\$71,042
• Peer Outreach Support 100% of time	\$57,375
• VP of Older Adults Program, 20% of time	\$25,177
• Benefits, 30%	\$43,006
2. Operating Expenditures	
• Office Supplies	\$1,000
• Mileage	\$1,000
• Public Relations (meetings, outreach materials)	\$5,000
• Support Services (client data plans, gift cards)	\$9,884
• Staff Development	\$2,000
• Organization Dues	\$1,000
• Common Costs (payroll processing, audit fees, general liability ins., space, postage)	\$14,071
• Admin Costs	\$34,584
TOTAL	\$265,139

D. Get App-y Workshops (MHSA One-Time)

Contractor shall be reimbursed up to a total of FORTY THOUSAND ONE HUNDRED TWO DOLLARS (\$40,102) for providing Get App-y Workshops as described in Paragraph III of Exhibit A3, for the term of the agreement.

1. FY 2021– 2022

For the term February 1, 2022 through June 30, 2022, the maximum amount County shall be obligated to pay for Get App-y Workshops shall not exceed TWENTY-TWO THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS (\$22,847).

- a. Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A3. Contractor shall bill the County on the 10th workday of the month clearly itemizing expenditures and services delivered the previous month as per the following budget:

1. Personnel Expenditures	
• Peer Support Worker (6 hours per week)	\$7,800
• Benefits, 35%	\$2,730
2. Operating Expenditures	
• Mileage	\$1,747
• Office Supplies	\$1,000
• Recruiting	\$5,000
• Admin Costs, 10%	\$1,828
• Overhead, 15%	\$2,742
TOTAL	\$22,847

2. FY 2022– 2023

For the term July 1, 2022 through June 30, 2023, the maximum amount County shall be obligated to pay for Get App-y Workshops shall not exceed SEVENTEEN THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS (\$17,255).

- a. Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A3. Contractor shall bill the County on the 10th workday of the month clearly itemizing expenditures and services delivered the previous month as per the following budget:

1. Personnel Expenditures	
• Peer Support Worker (6 hours per week)	\$8,190
• Benefits, 35%	\$2,867
2. Operating Expenditures	
• Mileage	\$1,747

• Office Supplies	\$1,000
• Recruiting	
• Admin Costs, 10%	\$1,380
• Overhead, 15%	\$2,071
TOTAL	\$17,255

E. Technology Supports for Clients, FY 2021 – 2022

1. MHSA one-time funding in the amount of TWO THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS (\$2,958) to purchase up to ten (10) additional devices with a one-year data plan subscription and/or device accessories (earbuds, styluses, screen protectors, etc.) to support use of the devices by members.
2. Contractor shall submit the corresponding Attachment V Reporting Form for the technology support of tablets, funded by the CARES Act. Contractor's reporting shall include monthly tracking logs as described in Exhibit A3 – Reporting Activities.
3. Contractor shall submit the corresponding Attachment V Reporting Form for the technology supports of the cell phones, funded by the MHSA. Contractor's reporting shall include monthly tracking logs as described in Exhibit A3 – Reporting Activities.

F. Modifications to the allocations in Paragraph A of this Exhibit B3 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

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

H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

I. In the event this Agreement is terminated prior to June 30, 2023, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.

J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.

K. 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 BHRIS-Contracts-Unit@smcgov.org OR:

County of San Mateo
Behavioral Health and Recovery Services
Contract Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

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

M. 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.

N. 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.

O. 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.

P. Invoice Certification and Program Integrity

1. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A3 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 _____”

- Q. Except as provided in Paragraph VI.B3.1 of Exhibit A3 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 B3 ***