

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY,
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; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing patients' rights advocacy services hereinafter described for the Behavioral Health and Recovery Services Division.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Program Budget

Attachment I—§504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FIVE HUNDRED NINETY-NINE THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS (\$599,136).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2015.

This Agreement may be terminated by Contractor, the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply

with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap 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. Further, Contractor certifies that the Contractor 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.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
 - i) termination of this Agreement;

- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
San Mateo County
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Mental Health Association of Alameda County
Stephen Bischoff, Executive Director
954 60th Street, Suite 10
Oakland, California 94608

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY



Contractor's Signature

Date: July 19, 2012

Long Form Agreement/Non Business Associate v 8/19/08

EXHIBIT A – SERVICES
MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY
FY 2012 - 2015

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

A. Advocacy Services

Contractor will act as the State mandated patients' rights advocacy service for San Mateo County's Behavioral Health and Recovery Services Division (BHRS) - Mental Health Services pursuant to State laws and regulation. Contractor shall provide patients' rights advocacy services for mental health clients of all ages served by any mental health facility, service or program (as defined by Section 5500(c) of the W & I Code) within San Mateo County. This includes current, former and/or those prospective clients attempting to access mental health services. Contractor will provide direct services for patients' rights advocacy, including the full spectrum from self-advocacy to referral to legal services. As stated in Welfare and Institution Code 5521, county patients' rights advocates shall not duplicate, replace or conflict with existing or mandated local legal representations.

Contractor will provide individual and system advocacy. Contractor advocates will represent the clients' expressed interests as defined by the client, as long as those interests are consistent with statutory requirements and are achievable within the advocate's resources as stated from the September 1998 State Office of Patients' Rights Advocacy Manual. The advocate's duties include, but are not limited to, the following:

1. Complaint Resolution

- a. Receive and investigate complaints from or concerning recipients of mental health services residing in licensed health or community care facilities regarding abuse, unreasonable denial or punitive withholding of rights guaranteed under the provisions of Division 5 (commencing with Section 5000). Contractor shall respond to all complaints within two (2) working days.
- b. Respond to complaints from family members or friends of client, if client expresses his/her wish that the complaint be investigated.

- c. Complaints shall be resolved at the lowest level possible.
 - d. Coordinate with BHRS staff to determine whether the client has attempted to utilize the Mental Health Services processes for responding to complaints and grievances. If the client has not utilized any existing Mental Health Services process, the contractor will inform the client of those options and assist the client in pursuing them, if he/she so desires.
 - e. Contractor shall give priority to those persons who are in acute psychiatric distress.
 - f. Contractor will maintain confidential, organized, and accurate records of all calls received, all investigations conducted, and all investigation reports. Detailed client records will be kept in locked file cabinets and/or in computer files that are password-protected.
2. Monitor mental health facilities for compliance with patients' rights laws, regulations and policies (Cal. Welf. & Inst. Code §5520(b), Cal. Code Regs. tit. 9 §863.2). Areas of compliance that may be monitored include: relevant policy and procedures; provision of prompt medical care; use of seclusion and restraint; informed consents for medications; and procedures for use of Electro Convulsive Treatment (ECT). There shall be two levels monitoring, informal and formal. Informal monitoring will be done by scanning charts for potential/actual violations of patients' rights. Each of the facilities below will receive informal monitoring a minimum of once per quarter:

Cordilleras Mental Health Center
Mills-Peninsula Hospital
San Mateo Medical Center

Formal monitoring will be done to examine specific areas, such as good cause for denial of rights, informed consent requirements, and use of seclusion and restraints. Finding from formal monitoring shall be reported to the Director of BHRS.

3. Outreach

- a. Ensure that recipients of mental health services in all licensed health and community care facilities are notified of their rights. Provide written information to administrators of all licensed residential care facilities to ensure that their residents are informed of patients'/residents' rights. Respond to questions and/or requests for additional information from administrators, residents, and mental health clients and provide them with written information as needed.
 - b. Contractor will provide a toll-free 800 phone number, which will be listed on all Patients' Rights Handbooks, posters and other materials produced for these services. Contractor will utilize an answering machine to provide 24 hour/7day a week message capacity.
 - c. Contractor will provide Patients' Rights Handbooks and posters, as needed to the three (3) inpatient mental health facilities in San Mateo County, identified in section I.A.2. of this Exhibit A. Contractor will work in consultation with program manager in developing new patients' rights materials for distribution in San Mateo County.
 - d. Deliver outreach services to the community-at-large and vulnerable populations as resources allow.
4. Once per year, and in response to requests, provide training to staff of inpatient mental health facilities regarding patients' rights laws, regulations, and policies (Cal. Welf. & Inst. Code §5520(c), Cal. Code Regs. tit. 9 §863.2).
5. Four times annually provide training for interested mental health clients in advance directives and how they may be used in mental health treatment. Training subject matter shall include the content of, and be subject to, BHRS Mental Health Services policy 04-07 ("Advance Health Care Directives").
6. Represent patients at Certification Review Hearings (conducted pursuant to section 5250 of the Welfare and Institutions Code), Capacity (Riese and Meredith) Hearings, and/or independent reviews. There are two scheduled hearing calendars per week at Mills-Peninsula Hospital, and the San Mateo Medical Center. Contractor will have access to, and obtain, legal consultation for all hearing related situations, as necessary.

a. Certification Review Hearing Representation services shall include the following:

1) Interview all patients who have been certified and will receive a Certification Review Hearing. Facilities are responsible for notifying Contractor of patients who are scheduled for hearings. The purpose of the interview is to accomplish the following:

- a) Help the patient understand the purpose of the certification review process and the reasons he/she has been certified;
- b) Assist the patient in obtaining the presence of any other person(s) he/she may wish present at the hearing;
- c) Explore alternatives to continued involuntary hospitalization;
- d) Ascertain if patient wishes representative or an attorney to assist or provide representation at the Hearing; and
- e) Explain the right to appeal the decision if certification is upheld.

2) Attendance at all Certification Review Hearings at Mills-Peninsula Hospital, and the San Mateo Medical Center, giving the maximum assistance that is practical given the capacity of the patient, the program staff time available, and time constraints of the legal hearing process.

3) Maintain records of all patients reported as having been certified. For all facilities a telephone log of certified patients shall be maintained that includes the following:

- a) Patient name
- b) Date of report
- c) Date of certification
- d) Certification code
- e) Name of facility
- f) Name of person who made the report

Additional records are kept for patients who are interviewed by Contractor staff.

b. Capacity Hearings Representation shall include the following:

- 1) Meet with all patients receiving Capacity Hearings to assist understanding of the informed consent process and the Capacity Hearing process
- 2) Provide hearing representation;
- 3) Explain the right to a de novo review of the Capacity Hearing decision.
- 4) Related services and assistance for Capacity Hearings, other than actual representation at Capacity Hearings, shall be provided to all patients as needed. This shall include providing information to patients who may be subjects of a Petition for a Capacity Hearing regarding their rights to informed consent about antipsychotic medications, and the Capacity Hearing process.
- 5) Maintain records of all patients reported as subjects of Petitions for Capacity Hearings. Additional records shall be kept for patients whose cases require representation at the proceedings prior to and during the Capacity Hearing.

7. Exchange information and cooperate with the State Patients' Rights Office.

8. Staffing:

Contractor shall provide culturally competent services to diverse cultural and linguistic populations of San Mateo County. Advocates shall be culturally competent and able to reach culturally and linguistically diverse populations. Contractor will work with BHRS to ensure translations of all materials in threshold languages/threshold interpreter availability. Contractor staff shall attend the yearly statewide Office of Patients' Rights training, attend regular patients' rights regional meetings, maintain advocacy expertise, and provide updates in writing of these activities to the Director of BHRS or designee.

Contractor shall provide patient advocate staff who possess the following qualifications:

- a. Skill in interviewing techniques and able to negotiate challenging interactions with individuals who may be experiencing distress.
- b. Trained in applicable law and issues related to patients' rights and confidentiality. Able to pass an LPS test and/or other competency exams as negotiated through the contract.
- c. Sensitive to consumers and consumer culture and able to respond to consumer interests in the advocacy process.
- d. Culturally competent and linguistically proficient.
- e. Knowledgeable about San Mateo County mental health services.
- f. Able to maintain clear, current and complete written casework in a confidential manner, close cases in a timely manner, and comply with deadlines.
- g. Provide a timely response to client complaints and phone calls.

Contractor shall maintain a staff of 3.25 FTE for the San Mateo County functions, as delineated in Exhibit C (Program Budget), incorporated by reference herein.

B. Reporting

The Director of BHRS or designee will retain the right and authority to review and approve all written materials, plans and proposed training programs prior to implementation or release to interested parties. The Director of BHRS or designee shall review, and comment on as necessary, the contractor's monitoring protocols, data collection and report formats, patients' rights compliance review protocol and reports, and other materials as deemed necessary for performance under this contract. Written monitoring reports from Contractor shall be submitted to BHRS in the form and manner requested by the Director of BHRS or designee.

Contractor will provide the following reports:

1. As requested by the Director of BHRS, the contractor shall provide verbal or written updates and reports during the course of a prolonged monitoring and shall report verbally or in writing any situation that the contractor believes is of serious concern and adversely affecting patients' rights. This reporting will usually be for complaints that are not resolved at the facility director level.
2. Contractor shall file quarterly reports with the State Department of Mental Health within thirty (30) days of the end of the quarter, in compliance with reporting requirements outlined in Title 9, Article 6, Section 866. Copies of these reports shall be sent to the BHRS program manager.
3. The contractor shall maintain a log of complaints that includes the date the complaint was received, the date of response, any investigative process or contacts related to the complaint, whether cultural/linguistic resources were required or utilized, and resolution and disposition of the complaint. A summary of this log shall be submitted to BHRS-Mental Health Quality Improvement Manager on a quarterly basis.
4. Monitoring reports, which delineate findings and recommendations, will be forwarded to the Director of BHRS or designee for review and provide response, as necessary, prior to the distribution to the administrator of the monitored program/facility. It shall be the responsibility of BHRS to obtain program/facility recommendations, action plans and plans of correction directly from programs/facilities.
5. Contractor must report to adult and child protective services as mandated. The contractor shall also report to Health Care Licensing as mandated.
6. At the discretion of the Director of BHRS, serious incidents including deaths may be reported to the Contractor to allow for thorough patients' rights review. Contractor shall not unnecessarily duplicate any procedures of investigation /monitoring that are in progress as part of peer review, BHRS-Mental Health Quality Improvement oversight and/or licensing review processes.
7. Contractor shall make monthly Certification Review Hearings reports to include:
 - a. the number of patients reported as certified;

- b. the number of certified patients interviewed by Contractor;
 - c. the number of certified patients who received review hearings; and
 - d. a summary disposition of the cases of all certified patients, including a summary of the outcome of review hearings.
- 8. Contractor shall make monthly Capacity Hearing Representation reports to include:
 - a. the number of patients reported to be subject to a petition for a Capacity Hearing;
 - b. the number of cases in which preparation was done in order to determine if representation was required;
 - c. the number of patients represented at Capacity Hearings; and
 - d. a summary of the disposition of hearings, including the outcome of the hearing decisions.

C. Coordination

Contractor shall conduct the following activities in order to smoothly facilitate any and all staff transitions in the provision of patients' rights advocacy services for San Mateo County:

- 1. Meet with the Assistant Director of BHRS and/or BHRS-Mental Health Quality Improvement Manager as needed.
- 2. Work with Program liaison to orient and become familiar with San Mateo County BHRS - Mental Health Services.
- 3. Meet with staff involved in the BHRS - Mental Health Services complaint and grievance process.
- 4. Meet with facility and program administrators to become familiar with their needs and concerns regarding patients' rights.
- 5. Work with the supervisor of the Certification Review and Capacity Hearing officers to assure coordination of hearing schedules.
- 6. Recruit, hire and train patients' rights advocacy staff to work in San Mateo County.

7. Secure necessary furniture and equipment to maintain office space.
8. Prepare mailing to all BHRS - Mental Health Services program sites and residential care facilities to announce new Patients' Rights Advocacy Program staff members.

II. SAN MATEO COUNTY BHRS - MENTAL HEALTH SERVICES RESPONSIBILITIES

- A. BHRS will continue to operate a complaint and grievance process for resolving non-patients' rights complaints and grievances that arise for Mental Health Services clients of the Division.
- B. BHRS will make reasonable efforts to maintain office space for use by Contractor at a mutually agreed upon location. The office space shall be sufficient to accommodate the staffing levels required by this Agreement. The current office location is 900 Veterans Blvd, Suite 330, Redwood City, CA.

Should BHRS be unable to provide mutually agreed upon office space, Contractor may be compensated for actual costs for renting office space up to an amount approved by the Director of BHRS.

III. ADMINISTRATIVE REQUIREMENTS

- A. Cultural Competency
 1. Contractor will attest to compliance with all of the pertinent cultural competence requirements in their host County contract. Contractor shall submit documentation of their compliance to HEIM (jafrica@smcgov.org) by March 31st.
 2. Technical Assistance

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.
- B. Ineligible Employees – Licensed Professional

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 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: www.Exclusions.OIG.HHS.Gov.

C. Administering Satisfaction Surveys

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

D. Advanced Directives

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

E. Retention of Records

Paragraph 13 ("Retention of Records") of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary records (including medical and/or clinical records) for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

IV. PERFORMANCE OBJECTIVES

Program Goal 1: Patients will receive representation at Certification and Capacity Hearings.

Objective 1: Contractor shall provide representation for one hundred percent (100%) of patients who are scheduled for Certifications and Capacity Hearings at Mills-Peninsula Hospital, and the San Mateo Medical Center, and who elect to have representation by Contractor.

Program Goal 2: Quarterly monitoring of facilities.

Objective 1: Contractor shall provide quarterly informal monitoring at Cordilleras Mental Health Center, Mills-Peninsula Hospitals, and San Mateo Medical Center.

Program Goal 3: Staff of inpatient facilities shall receive training in patients' rights laws, regulations and policies.

Objective 1: Contractor shall provide trainings once during the contract term, and as requested, at Cordilleras Mental Health Center, Mills-Peninsula Hospitals, and San Mateo Medical Center.

EXHIBIT B – PAYMENTS AND RATES
MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY
FY 2012 – 2015

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

I. AMOUNT AND METHOD OF PAYMENT

- A. Payment shall be made by invoice based upon actual costs in the categories identified in the budget for the provision of these services. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month.
- B. Contractor's Annual Budget for services provided through this Agreement is incorporated into this Agreement as Exhibit C. Contractor shall provide County updated annual budgets for each of FY 2012-13, FY 2013-14 and FY 2014-15. Contractor shall be responsible for all expenses incurred during the performance of services rendered under this Agreement that are not included in Exhibit C.
- C. For the first (1st) year of the term of this Agreement (July 1, 2012 through June 30, 2013), County shall pay Contractor a total of ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED TWELVE DOLLARS (\$199,712).
- D. For the second (2nd) year of the term of this Agreement (July 1, 2013 through June 30, 2014), County shall pay Contractor a total of ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED TWELVE DOLLARS (\$199,712).
- E. For the third (3rd) year of the term of this Agreement (July 1, 2014 through June 30, 2015), County shall pay Contractor a total of ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED TWELVE DOLLARS (\$199,712).
- F. In any event, the maximum amount County shall be obligated to pay Contractor for services provided through this Agreement shall not exceed FIVE HUNDRED NINETY-NINE THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS (\$599,136) for the term of the Agreement.

- G. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing 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 the Chief's designee.
- H. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3.
- I. The Chief of the Health System is authorized to execute subsequent amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- J. 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, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. County shall have the right to withhold payment if County determines that the quantity or quality of work performed is unacceptable. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- K. In the event this Agreement is terminated prior to June 30, 2015, Contractor shall be paid for services already provided pursuant to this Agreement.
- L. Contractor shall submit to County year-end cost reports no later than ninety (90) days after the end of the fiscal year (September 28th), upon request. These 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.
- M. Invoice Certification and Program Integrity

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

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____"

N. Unspent Funds

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

1. Contractor shall submit a summary calculation of any savings 90 days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.
2. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the Director of BHRS or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.

3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the Director of BHRS or designee.
5. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

EXHIBIT C - Program Budget

San Mateo County Patients' Rights Program - Budget FY 2012-13

Compensation	FTE	
Program Director	0.12	\$8,940
Patient Representatives & Rights Advocates	3	\$117,200
Advocacy Coordinator	0.05	\$2,410
Secretarial	0.03	\$1,113
Agency Director	<u>0.05</u>	\$6,345
Total FTE	3.25	
Subtotal salaries		\$136,008
Payroll costs & benefits		\$34,004
Total compensation		\$170,012
Operations		
Supplies		\$6,000
Telephone		\$3,500
Postage		\$550
Insurance		\$1,400
Local Travel		\$9,500
Training		\$1,500
Equipment		<u>\$1,250</u>
Subtotal operations		\$23,700
Administrative Overhead		\$6,000
Total		\$199,712

ATTACHMENT I

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

The undersigned (hereinafter called the "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.

LESLEY SMITH
Name of 504 Person - Type or Print

Mental Health Association of Alameda County
Name of Contractor(s) - Type or Print

954 60th Street, Suite 10
Street Address or P.O. Box

Oakland, CA 94608
City, State, Zip Code

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

[Signature]
Signature

EXECUTIVE DIRECTOR
Title of Authorized Official

July 19, 2012
Date

*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."