AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TELECARE CORPORATION

THIS AGREEMENT, entered into this _____ day of _____ , 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TELECARE CORPORATION, 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 for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing Full Service Partnership Mental Health Service programs (FSP) and Housing Support program services.

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—Contractor's Budget
Attachment C—Election of Third Party Billing Process
Attachment D—Payor Financial Form
Attachment I—§504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth 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 NINE MILLION EIGHT HUNDRED EIGHT THOUSAND EIGHT HUNDRED THIRTY DOLLARS ($9,808,830).

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, 2014.

This Agreement may be terminated by Contractor, the Chief of the Health System or 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 Contractor 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 Contractor 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 Contractor 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 Sates 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:
Telecare Corporation
1080 Marina Village Parkway, #100
Alameda, California 94501
Tel: 510-337-7950
Fax: 510-337-7969

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.

Signature page follows

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

COUNTY OF SAN MATEO

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

Date:_____

ATTEST:

By:_____
Clerk of Said Board

TELECARE CORPORATION

Contractor's Signature

Date: 8/7/12

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

TELECARE CORPORATION
Full Service Partnership Services FY 2012-14
Exhibit A

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

I. Description of Services to be Performed by Contractor

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

II. Description of Full Service Partnership Services

Following is the description of the full scope of Full Service Partnership services.

A. Target Population

The program will be open to all severely mentally ill (SMI) adults and older adults meeting the population criteria described below, however, it is specifically targeted to Asian/Pacific Islander, Latino and African American populations. The participants must be unserved or underserved.

1. The general criteria for the adult FSP and the older adult/medically fragile are:

a. Adult
   i. Severely mentally Ill;
   ii. LOCUS level of 4 or higher (equals a composite score of 20 or higher);
   iii. Ages 18 to 59;
   iv. History of hospitalization, repeated use of emergency rooms, institutionalization, substance abuse, homelessness, not fully engaged in medication treatment, and/or having difficulties living independently; and
   v. May be in locked facilities, including jail, or at risk of placement in a locked facility

b. Older Adult/Medically Fragile Adults
   i. Severely Mentally Ill;
   ii. LOCUS level of 4 or higher;
   iii. Ages 60 and older but can be younger for medically fragile;
   iv. May have cognitive difficulties;
   v. May have medical co-morbidities;
   vi. May be medically fragile;
   vii. May have repeated use of emergency rooms;
   viii. May have history of homelessness;
   ix. May have resided in long term care facilities for extended periods of time or be at risk of such placement; and
   x. The program will serve as step-down care from acute care, locked placements and skilled nursing facilities ("SNF's")

2. Definitions:

   a. Unserved:
      i. Adults and Older Adults who have previously been known (via PES, inpatient, outpatient, jail) but have not been open to our outpatient system for one calendar year prior to enrollment date
      ii. Adults and Older Adults completely new to our system.

   b. Underserved:
      Adults and Older Adults currently engaged in services but at risk of institutional placement or continued institutional placement without intensive services

3. Cultural Diversity:

   The following is a breakdown of the cultural diversity membership expectations per MHSA:

   a. Adult FSP: Consumers to mirror the cultural composition of the community: African American, Latino, Chinese, Filipino, and Pacific Islander.

   b. Older Adult/Medically Fragile: Consumers to mirror the cultural composition of the community: African American, Latino, Chinese, Filipino, and Pacific Islander.

B. Selection/Enrollment

1. County staff will propose clients to FSP providers for enrollment.

2. Upon County Authorizations to the FSP team, following the team assessment and planning process, the FSP team shall complete the full documentation necessary to open the client to the mental health system

3. Upon implementation of the FSP program, adults and older adults currently active but under-served in the MH system will be reviewed for potential transfer to the FSP program.

4. Disenrollment can occur when enrollee voluntarily moves from San Mateo County, when medical care requires licensed institutional care in excess of ninety (90) days; member requires locked placement (jail, locked mental health rehab facility, State hospital) for longer than ninety (90) days; member voluntary disenrollment must be in writing and will not be effective until thirty (30) days from submission, this disenrollment must be approved by County and member may withdraw request for enrollment at any time.

5. Disagreements regarding referrals will ultimately be resolved by BHRS Deputy Director of Adult and Older Adult Services and Telecare Director of Operations.

6. An active collaborative utilization review process will be developed. This process will ensure that clients are seen at an appropriate level of service that matches their service needs and LOCUS level.

C. Program Values and Principles

1. Service Values

a. Community-based services: From a consumer's point of view, community-based services are those that foster the greatest independence in the least restrictive, most accessible, familiar setting.

b. From a provider point of view, community-based services are those which are offered to enrollees where they live, work, or recreate.

c. Consumer directed services: Consumer participation is voluntary. This does not preclude intensive outreach to potential enrollees. The consumer's consent is also necessary to provide family and other supports with clinical information. However, all efforts are made to help enrollees use family and other supports in recovery efforts. Services can be provided even during prolonged engagement process and client will be viewed as FSP enrollee.

d. Services are to be recovery based and guided by an individualized plan developed between consumer and staff and signed off by the consumer.

e. Consumer direction goes far beyond simply asking consumers what services they want. Staff can develop many ways of presenting opportunities to consumers so that they have more real choices. In short, client direction involves doing whatever is necessary for clients to assume management of their illness and their lives.

f. Relationships are non-coercive to the extent possible.

g. Consumers have an active role in making decisions about program operations through an advisory board or similar structure.

h. Consumers are actively recruited for all staff positions so as to incorporate the consumer perspective throughout the agency.

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

2. Service Model

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

a. Twenty-four (24) hours per day, seven (7) days per week availability of program staff services
   i. Contractor will provide medication and medication support services.

ii. Contractor will provide continuity of care during inpatient episodes including visits with local hospitals and locked facilities that allow program staff to have regular contact with the member and with inpatient treatment staff while the consumer is hospitalized.
iii. Contractor will provide continuity of care during criminal justice contacts.
iv. Contractor will coordinate with enrollee's primary care physician and assist enrollee in following through on detailed care plans.
v. Contractor will contact each enrollee as often as clinically necessary, which might be daily. Minimum contact is two (2) times per week for intensive service level.

b. Average service time per enrollee

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

c. Off-hour Crisis response system

i. Contractor will provide face to face contact 24/7 as required by enrollee need.
ii. Contractor will utilize respite beds in the Transitions Intensive site as an alternative to hospitalization when acute hospitalization is not indicated.

d. Flexible Funds

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

e. Medication/Medication Support

i. Contractor will provide necessary and required individualized medication services in a collaborative manner with enrollees.

ii. Physician and licensed nursing staff will meet in vivo as indicated with members to ensure appropriate education and medications as aligned with culture and lifestyle.
iii. FSP teams work with individual enrollees to arrange for delivery and prompts that supports enrollees taking medications as prescribed.

f. Consumer and Family Participation

i. A consumer council and a family support group will provide a formal mechanism for enrollees/families to provide input into program management and direction.
ii. Contractor will employ at least two (2) FTE consumers/family members.
iii. Contractor will employ consumer consultants to participate in the provision of wellness and recovery action plans ("Wellness and Recovery Action Plans" or "WRAP") services.
iv. Contractor will establish a consumer operated "warm line".
v. Contractor will establish a peer operated vocational support and mentoring program.

g. Illness Management/Medical Treatment Support

i. Contractor will ensure enrollee physical and dental health needs are identified. Contractor's staff will collaborate with primary care providers and assist enrollees in both their communications with their primary care providers and in their follow-up on medical care, including medical treatment regimes, and lifestyle changes necessitated because of medical conditions. The role of the team nurse is to ensure the provision of education and monitoring of medications which will increase medication engagement and enable the enrollee to maintain their community placement.
ii. Contractor will develop and maintain relationships with other health care providers to facilitate enrollee being maintained in community.

h. Housing and Housing Supports

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

i. Evidence Based and Promising Practice

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

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

j. Benefits

i. Contractor will ensure all enrollees are assisted in maximizing financial/health benefits.
ii. Contractor will make best efforts to ensure enrollees develop independent banking and fiscal responsibilities.
iii. Contractor will provide representative payee services to all enrollees who require such assistance.

k. Vocational & Educational Services

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

l. Individualized Service Plans

i. Contractor will ensure that all plans are completed in collaboration with enrollees and are consistent with enrollee's stated goals.
ii. Contractor will facilitate all enrollees developing WRAPs.

m. Specific to Older Medically Fragile Adults

i. Contractor will work with enrollees to maximize social and daily living skills and assist in formalizing contacts with community events and agencies.

ii. Contractor will facilitate the use of in-home supportive services (i.e., health aides and home care nursing agencies).

iii. Contractor will develop and maintain relationships with other health care providers specific to this population (i.e., Ron Robinson Senior Health Center).

n. Flexible Funds

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

3 Recovery Based Elements

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

b. Development and implementation of a plan of care ("Plan of Care") for each enrolled client, which incorporates the treatment goals and objectives in accordance with principles outlined in the Short-Doyle/Medi-Cal Manual and Medicare standards which serves as the authorization documents for all services.

c. Client self-help and peer support services.

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

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

f. A program for assisting enrollees to develop social, recreational and relationship skills.

g. Substance-abuse treatment will be integrated into the services provided by the team.

h. Program services will be used to support enrollees in independent housing choices.

i. Transportation as needed to implement enrollee's Plan of Care

j. Program services will include client education programs.

k. Information, counseling and other appropriate individualized services will be provided for enrolled client's family members.

l. Medication treatment as appropriate and medication management.

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

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

4. Culturally Competent Service Elements

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

b. Outreach and engagement strategies are designed to reach diverse communities where the populations identified in Paragraph II. A., Target Population, can be identified and engaged in services.

c. Successful teams engage and empower enrollees with plans that are appropriate to their needs, maximize the benefits derived from use of culturally appropriate strategies and supports and thus reduce under-utilization of services that puts the enrollees at-risk of placement in more restrictive settings, including incarceration. Focusing on consumer-generated goals that are culturally relevant empowers enrollees to engage in services and maintain that engagement, extending the time the enrollee can live in a community setting.

d. Culturally competent services are sensitive to the client's cultural identity, available in the client's primary language and use the natural supports provided by the client's culture and community.

e. Goal setting and planning processes are culturally sensitive and build on an individual's cultural community resources and context. Individual, culturally focused community supports are identified and integrated into planning. Service plans reflect and respect the healing traditions and healers of each individual enrollee.

f. Culturally diverse and culturally informed staff incorporate culturally relevant strategies, including alternative therapies and the use of families and extended families to provide natural supports for enrollees. The use of these culturally relevant strategies also builds enrollee commitment to treatment and their individual service plans.

g. Services design will respect and engage each individual's family, extended family and community contingent on his/her wishes.

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

D. Projected Capacity

Service Level	Year 1	Year 2
Intensive	167	167
Case Management	30	30
Wellness & Recovery	10	10
Total	207	207

E. Staffing

	Year 1	Year 2
Outpatient and Admin Staff		
Program Administrator	1.2	1.2
Clinical Director	1.0	1.0
Nurse Practitioner	1.0	1.0
Rehab. Specialists/PCS II	11.0	11.0
Vocational Specialists	1.0	1.0
Team Leader	3.0	3.0
RN Supervisor	1.0	1.0
LVN/LPT	1.4	1.4
PSC/RAL/Counselor	3.5	3.5
Driver	1.0	1.0
BOM/Program Specialist	1.0	1.0
Med Records Tech	1.0	1.0
Admin Assistant/HR	1.0	1.0
Financial Svcs Tech	1.0	1.0
Total Outpatient and Admin Staff	**29.1**	**29.1**
Housing		
Housing Manager	1.0	1.0
Supportive Housing Specialist	4.2	4.2
Total Housing	**5.2**	**5.2**
Dormitory		
Housing Manager	1.0	1.0
Supportive Housing Specialist	4.2	4.2
Total Dormitory	**5.2**	**5.2**
SSF Housing		
PSC II	0.5	0.5
Total SSF Housing	**0.5**	**0.5**
Total All FTEs	**40.0**	**40.0**

F. Volume of Services:

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

Year 1: Minutes	680,000
Year 2: Minutes	680,000

III. Criminal Justice (CJ) Realignment Full Service Partnership (FSP)

A. Target Population

Clients served by the FSP may have serious mental illness and co-occurring disorders. Some clients will have serious mental health conditions and will be referred primarily because of their behavioral and emotional instability. Many of these clients will have primary diagnoses of personality disorder and/or substance use, and they will have histories of interpersonal conflict and behavioral problems. Some may have a history of psychiatric hospitalization. Most of these clients are difficult to engage in treatment and may not have been successful in traditional Alcohol and Other Drug (AOD) or mental health treatment programs. Although the crime they committed that led to incarceration may not have been violent, some of these clients have histories of violent episodes. BHRS Probation Realignment Team (PRT) will fully disclose any known history of violence or self-harm in the clients referred to Telecare.

B. Selection and Enrollment

1. BHRS PRT will assess and identify clients for enrollment and determine appropriate level of care.

2. Referrals will be managed consistent with the referral process already in place between the FSP and BHRS (e.g., use the Community Program Referral Form). Clients will be referred with a completed system assessment (not including psychiatric evaluation) and recommendations about the client's treatment needs.

3. Disagreements regarding referrals or levels of care will be mediated by the BHRS Deputy Director for Adult and Older Adult and Telecare FSP Administrator.

4. BHRS will provide Telecare with all available documentation and records from the criminal justice and Department of Health Care Services (DHCS).

5. There will be an initial case discussion about the proposed referral to the CJ FSP. This discussion will include a review of documentation and the assessment completed by the BHRS PRT team.

6. After the case discussion, Telecare will notify BHRS PRT of the client's acceptance within 48 hours.

7. Enrollment will occur immediately after acceptance.

8. The FSP PRT will collaborate on initial treatment planning for each client and engagement strategies.

C. Utilization Review and Disenrollment

1. The PRT will meet at least monthly with the FSP to track clients and monitor care.

2. Discussions about levels of care, Intensive 1:10, Intensive Assessment and Evaluation, Community Case Management and Wellness, will occur in this meeting. Clients can move to higher or lower levels of care.

3. The Manager of BHRS PRT will make final level of care decisions including time frames (up to 90 days) for the intensive assessment and stabilization slots.

4. Differences between Telecare and BHRS PRT will be referred to BHRS Deputy Director of Adult and Older Adult Services for mediation with the FSP Administrator.

5. Disenrollment can occur when enrollee:

   a. is arrested, convicted and sent to jail for 60 days or more

   b. has violated probation and sent to jail for 60 days or more

   c. has no contact and CJ FSP is unable to locate for over 90 days

   d. requires medical or psychiatric hospitalization for over 90 days

D. Collaboration

Team members will work closely with the multi-disciplinary team (MDT) of County Probation, Human Service Agency, and Behavioral Health and Recovery Services. Communication with the MDT will happen on a regular and routine basis. Team members will meet with the MDT during the second half of the MDT meeting on an as needed basis. BHRS staff will be available for bi-lateral consultation, consumer updates and status reports and for case conferencing on an as needed basis.

E. Program Values and Principles

1. Service Values

a. Community-based services: From a consumer's point of view, community-based services are those that foster the greatest independence in the least restrictive, most accessible, familiar setting.

b. From a provider point of view, community-based services are those which are offered to enrollees where they live, work, or recreate.

c. Consumer directed services: Consumer participation is voluntary. This does not preclude intensive outreach to potential enrollees. The consumer's consent is also necessary to provide family and other supports with clinical information. However, all efforts are made to help enrollees use family and other supports in recovery efforts. Services can be provided even during prolonged engagement process and client will be viewed as FSP enrollee.

d. Services are to be recovery-based and guided by an individualized plan developed between consumer and staff and signed off by the consumer.

e. Consumer direction goes far beyond simply asking consumers what services they want. Staff can develop many ways of presenting opportunities to consumers so that they have more real choices. In short, client direction involves doing what ever is necessary for clients to assume management of their illness and their lives.

f. Relationships are non-coercive to the extent possible.

g. Consumers have an active role in making decisions about program operations through an advisory board or similar structure.

h. Consumers are actively recruited for all staff positions so as to incorporate the consumer perspective throughout the agency.

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

2. Service Model

CJ FSP will use evidence-based and promising practices that are effective with this population such as (but not limited to) pro-social skills development, CBT for criminal thinking, life skills development, motivational interviewing and relapse prevention with a forensic population, moral reconation therapy, and other promising and evidence-based practices with a forensic population.

a. Twenty-four (24) hours per day, seven (7) days per week availability of program staff services
   i. Contractor will provide medication and medication support services.
   ii. Contractor will provide continuity of care during inpatient episodes including visits with local hospitals and locked facilities that allow program staff to have regular contact with the member and with inpatient treatment staff while the consumer is hospitalized.
   iii. Contractor will provide continuity of care during criminal justice contacts.
   iv. Contractor will coordinate with enrollee's primary care physician and assist enrollee in following through on detailed care plans.
   v. Contractor will contact each enrollee as often as clinically necessary, which might be daily. Minimum contact is two (2) times per week for intensive service level.

b. Average service time per enrollee

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

c. Off-hour Crisis response system

   i. Contractor will provide face to face contact 24/7 as required by enrollee need.
   ii. Contractor will utilize respite beds in the Transitions Intensive site as an alternative to hospitalization when acute hospitalization is not indicated.

d. Flexible Funds

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

e. Medication/Medication Support

i. Contractor will provide necessary and required individualized medication services in a collaborative manner with enrollees.
ii. Physician and licensed nursing staff will meet in vivo as indicated with members to ensure appropriate education and medications as aligned with culture and lifestyle.
iii. FSP teams work with individual enrollees to arrange for delivery and prompts that supports enrollees taking medications as prescribed.

f. Consumer and Family Participation

i. A consumer council and a family support group will provide a formal mechanism for enrollees/families to provide input into program management and direction.
ii. Contractor will employ at least two (2) FTE consumers/family members.
iii. Contractor will employ consumer consultants to participate in the provision of wellness and recovery action plans ("Wellness and Recovery Action Plans" or "WRAP") services.
iv. Contractor will establish a consumer operated "warm line".
v. Contractor will establish a peer operated vocational support and mentoring program.

g. Illness Management/Medical Treatment Support

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

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

h. Housing and Housing Supports

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

ii. BHRS PRT will assist with coordination with County Human Services Agency housing resources as appropriate.

i. Evidence Based and Promising Practice

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

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

j. Benefits

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

ii. Contractor will make best efforts to ensure enrollees develop independent banking and fiscal responsibilities.
iii. Contractor will provide representative payee services to all enrollees who require such assistance.

k. Vocational & Educational Services

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

l. Individualized Service Plans

i. Contractor will ensure that all plans are completed in collaboration with enrollees and are consistent with enrollee's stated goals.
ii. Contractor will facilitate all enrollees developing WRAPs.

m. Specific to Older Medically Fragile Adults

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

n. Flexible Funds

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

3. Recovery Based Elements

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

b. Development and implementation of a plan of care ("Plan of Care") for each enrolled client, which incorporates the treatment goals and objectives in accordance with principles outlined in the Short-Doyle/Medi-Cal Manual and Medicare standards which serves as the authorization documents for all services.

c. Client self-help and peer support services.

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

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

f. A program for assisting enrollees to develop social, recreational and relationship skills.

g. Substance-abuse treatment will be integrated into the services provided by the team.

h. Program services will be used to support enrollees in independent housing choices.

i. Transportation as needed to implement enrollee's Plan of Care

j. Program services will include client education programs.

k. Information, counseling and other appropriate individualized services will be provided for enrolled client's family members.

l. Medication treatment as appropriate and medication management.

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

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

4. Culturally Competent Service Elements

Team members will have an understanding of the incarcerated population's institutional experience in both prisons and jail settings and how these experiences contribute to recidivism. Team members will be familiar with obstacles to community re-entry faced by formerly incarcerated persons, along with the impact of incarceration on families and communities. Finally, team members will have a working knowledge of the legal system, including the roles of county Probation, the Sheriff's Department and the courts, and of how to effectively work with these systems.

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

b. Outreach and engagement strategies are designed to reach diverse communities where the populations identified in Paragraph II. A., Target Population, can be identified and engaged in services.

c. Successful teams engage and empower enrollees with plans that are appropriate to their needs, maximize the benefits derived from use of culturally appropriate strategies and supports and thus reduce under-utilization of services that puts the enrollees at-risk of placement in more restrictive settings, including incarceration. Focusing on consumer-generated goals that are culturally relevant empowers enrollees to engage in services and maintain that engagement, extending the time the enrollee can live in a community setting.

d. Culturally competent services are sensitive to the client's cultural identity, available in the client's primary language and use the natural supports provided by the client's culture and community.

e. Goal setting and planning processes are culturally sensitive and build on an individual's cultural community resources and context. Individual, culturally focused community supports are identified and integrated into planning. Service plans reflect and respect the healing traditions and healers of each individual enrollee.

f. Culturally diverse and culturally informed staff incorporate culturally relevant strategies, including alternative therapies and the use of families and extended families to provide natural supports for enrollees. The use of these culturally relevant strategies also builds enrollee commitment to treatment and their individual service plans.

g. Services design will respect and engage each individual's family, extended family and community contingent on his/her wishes.

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

F. Projected Capacity

Service Level	FY 2012-13 (Year 1)	FY 2013-14 (Year 2)
Intensive	10*	10*
Case Management	6	6
Wellness & Recovery	6	6
Total	22	22

** Up to 4 will be used for assessment and evaluation*

G. Criminal Justice FSP Staffing

	FTEs
Rehab. Specialists/PSC II	1.0
LVN/LPT	0.6
Total All FTEs	1.6

H. Volume of Service Units

This initial program time frame will be used as baseline for volume of service units and reimbursement expectations.

I. Housing and Housing Support

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

IV. Mental Health Services Act (MHSA)-Funded Housing Support Program

A. Description of Services

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

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

The contractor shall be responsible for providing enrollment with housing units of mixed types including augmented board and care, dormitory, congregate and supervised living, Single Room Occupancy (SRO), shelter and independent living. Each type of housing unit shall provide a specific set of community living experiences, shall be supervised at rates determined by the individual's needs, and shall be financially subsidized at predetermined rates appropriate to the individual's needs and abilities. The contractor is responsible for locating niche placements, negotiating rates, paying supplemental costs over and above the client's ability to pay, and ensuring that clients meet their financial obligations. The living experiences and housing goals could include the following:

1. Supplemented/Augmented Board and Care

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

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

2. Supervised Living

   The supervised living program is at the Industrial Hotel located on Cypress Avenue in South San Francisco. Other sites may be used for supervised living. Those sites must meet the criteria as defined in III.A.2.a. The program will sub-lease a contiguous block of single rooms with the hotel.

3. Single Room Occupancy (SRO)

Contractor shall provide a more permanent housing situation for those individuals who choose to live in more manageable living situations with modest supports. The contractor is responsible to ensure that the rent is paid in a timely manner and that the living unit is maintained in a safe, clean and secure manner. The contractor shall make monthly room inspections or more often as is required to maintain the room in a clean and safe order.

4. Shelter Services

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

5. Other Housing

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

6. Alcohol and Other Drug (AOD) Treatment Residential Programs

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

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

7. South San Francisco Apartments

Contractor shall provide .5 FTE PSC II (FSP Coordinator) for the 636 El Camino housing project. The FSP Coordinator will be on site and will work with the Mid Pen Service Coordinator, property management, and other FSP case managers who work with other MHSA tenants at 636 El Camino. The FSP Coordinator will also provide case management to FSP tenants.

Telecare will develop and implement the FSP Coordinator duties that are described in the Memorandum of Understanding (MOU) established by mutual agreement with Mid Peninsula Housing, BHRS, and Telecare. The MOU is incorporated by reference.

The major duties of the FSP Coordinator include:

a. Assist property managers with lease-up and occupancy of apartments

b. Act as on-site coordinator of all MHSA apartments.

c. Act as service coordinator and liaison to other MHSA service providers.

Telecare will participate in BHRS MHSA Housing certification review committee.

8. Independent Apartment or House Living

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

a. Property Management

i. Contractor property management assists clients in locating and acquiring safe, affordable housing. They help clients negotiate rental agreements, mediate landlord-tenant issues and establish and maintain utilities. Contractor leases, subleases, and/or acts as a rental guarantor for apartments to clients, enabling clients to establish a positive rental history.

ii. Contractor property management staff shall collect and pay clients' rent. Staff shall work closely with the Housing Authority to acquire, manage and maintain all housing contracts. When appropriate, staff shall help clients acquire and maintain Section 8 Housing and Shelter Plus vouchers, ensure basic household maintenance, rental unit inspections and when necessary, pursue a legal eviction.

iii. Contractor shall provide and maintain liability insurance on all units.

iv. Contractor management staff shall work closely with contractor case managers and peer counselors to provide integrated support services with independent living skills training and access to community resources to enable clients to maintain and retain their housing.

b. Placement of Individuals into Housing Units

i. The type of housing will be determined by client's previous rental history and housing problems, history of violence, history of drug or alcohol abuse and a criminal justice report. The following criteria shall be considered in determining the type of placement in housing: individuals who are registered sex offenders, individuals with a history of the manufacture or sale of methamphetamine, alcohol and drug abuse, history of residential fire setting, or people with significant histories of random violence with no information about a mitigating intervention or treatment.

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

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

9. Rental Procedures

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

a. Contractor will ensure that 24/7 staff coverage to manage any type of housing emergency.

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

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

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

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

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

10. Eviction Prevention

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

11. Unit Maintenance and Habitation

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

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

c. Any hazards or other unsafe or unhealthy conditions that are reported by tenant, landlord, or program personnel will be investigated by Contractor within twenty-four (24) hours. Life/Safety issues (including, but not limited to heating, plumbing, and electrical systems) will be corrected within forty-eight (48) hours, or client will be relocated to temporary housing until hazard or unsafe condition is repaired. Non-emergency repairs will be corrected within fifteen (15) working days.

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

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

V. Administrative Requirements (for all service components)

A. Paragraph 13 of the Agreement and Paragraph I.S.4. of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of 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 (18^{th}) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. Administering Satisfaction Surveys

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

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org .

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

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

   a. Implementation of policies and practices that are related to promoting diversity and cultural competence.

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

   c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.

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

e. Staff training plan related to cultural competency. 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.

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

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

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

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

D. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS, Deputy Director of Adult and Older Adult Services within ten (10) business days of Contractor's receipt of any such licensing report.

E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement. Documentation shall be completed in compliance with the San Mateo County BHRS Documentation Manual, which is incorporated into this Agreement by reference herein.

F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal and Medicare reimbursable services.

G. 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

H. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:
http://www.medi-cal.ca.gov/references.asp - Suspended & Ineligible Provider List.

I. Advance Directives

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

J. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

K. Physician Incentive Plans

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

L. Availability and Accessibility of Service

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

M. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695. The compliance Plan is accessible at sanmateo.networkofcare.org/mh by following the ling "Newsletters, Announcements, and Other Resources", then the link "Information for Providers".

N. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within ninety (90) days after the completion of the beneficiary problem resolution process.

VI. GOALS AND OBJECTIVES / REPORTING

A. MHSA FSP

1. Goals and Objectives

Goal One:	Contractor shall implement wellness and recovery action plans (WRAP)
Objective One:	Fifty percent (50%) of FSP enrollees will have WRAP within twelve (12) months of enrollment.
	Data to be collected by Contractor.
Goal Two:	Decrease incarceration of clients needing mental health services. (FSP)
Objective One:	Enrolled program clients shall reduce total days of incarceration by seventy percent (70%) in comparison to total days for twelve (12) months prior to enrollment.
	Data to be collected by Contractor.
Goal Three:	Decrease hospitalization of clients needing mental health services (FSP)
Objective One	Enrolled program clients shall reduce total days of hospitalization by seventy percent (70%) in comparison to total days for twelve (12) months prior to enrollment.
	Data to be collected by Contractor.
Goal Four:	Clients shall be maintained in stable housing.
Objective One:	Sixty percent (60%) of clients who live in supported housing will remain in stable housing at least one (1) year.
	Data to be collected by Contractor.
Objective Two:	Ninety percent (90%) of clients satisfied with property management services. (Housing)

Data to be collected by Contractor.

2. Reporting

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

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

B. Criminal Justice Realignment (CJR) FSP Goals

Goal One: Contractor shall implement wellness and recovery action plans

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

Data to be collected by Contractor.

Goal Two: Decrease incarceration of clients needing mental health services.

Objective One: Enrolled program clients shall reduce total days of incarceration by fifty percent (50%) in comparison to total days for twelve (12) months prior to enrollment.

Data to be collected by Contractor.

Goal Three: Decrease hospitalization of clients needing mental health services

Objective One	Enrolled program clients shall reduce total days of hospitalization by seventy percent (70%) in comparison to total days for twelve (12) months prior to enrollment. Data to be collected by Contractor.
Goal Four:	Clients shall be maintained in stable housing.
Objective One:	Sixty percent (60%) of clients who live in supported housing will remain in stable housing at least one (1) year. Data to be collected by Contractor.
Objective Two:	Ninety percent (90%) of clients satisfied with property management services. (Housing) Data to be collected by Contractor.

End of Exhibit A

TELECARE CORPORATION
Full Service Partnerships for Adults and Older Adults
FY 2012-14
Exhibit B

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

I. Payments

A. Notwithstanding the method of payment set forth herein, in no event shall the maximum obligation that County shall pay or be obligated to pay Contractor for Full Service Partnership Services (FSP) and Housing Support Programs provided under this Agreement exceed NINE MILLION EIGHT HUNDRED EIGHT THOUSAND EIGHT HUNDRED THIRTY DOLLARS ($9,808,830) for the period of July 1, 2012 through June 30, 2014.

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

C. Payment for the period of July 1, 2012 – June 30, 2013 (Year 1)

For the period July 1, 2012 through June 30, 2013, the maximum payment shall not exceed FOUR MILLION NINE HUNDRED FOUR THOUSAND FOUR HUNDRED FIFTEEN DOLLARS ($4,904,415).

1. Payment for FSP Services

The maximum payment for FSP services for the period July 1, 2012 through June 30, 2013 shall not exceed THREE MILLION ONE HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED THIRTY-TWO DOLLARS ($3,182,132). This amount shall include the Base Caseload Amount (BCA) and the Case Rate Amount (CRA) as described below.

a. Base Caseload Amount (BCA)

1) The BCA will cover service costs for ONE HUNDRED FORTY-FIVE (145) enrollees at the service levels as follows:

Service Level	Maximum # of enrollees
Intensive	110

Case Management	30
Wellness & Recovery	5
Total:	145

2) In no event shall the total obligation of the County for BCA payments for this period exceed TWO MILLION TWO HUNDRED SIX THOUSAND ONE HUNDRED NINETY-FOUR DOLLARS ($2,206,194).

3) Unless otherwise authorized by the Chief of the Health System or designee, and/or as adjusted subject to Paragraph I.C.1.a.2) of this Exhibit B, the monthly rate of payment by County to Contractor shall be one-twelfth (1/12) of the BCA. Payments will be made in the amount of ONE HUNDRED EIGHTY-THREE THOUSAND EIGHT HUNDRED FORTY-NINE DOLLARS AND FIFTY CENTS ($183,849.50) per month for this period of the Agreement. The amount of the monthly payment is subject to reduction as described in Paragraph I.C.1.a.5).

4) The BCA for this period of the Agreement includes: 1) MHSA funding, including flexible funds, in the amount of ONE MILLION ONE HUNDRED FORTY-TWO THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS ($1,142,675); and 2) the revenues expected to be generated by third-party billings: Medi-Cal Federal Financial Participation (FFP), Medicare and other applicable third-party payors for FSP services provided to enrollees (i.e. "Revenue Component"). The projected Revenue Component for FY 2012-13 is ONE MILLION SIXTY-THREE THOUSAND FIVE HUNDRED NINETEEN DOLLARS ($1,063,519).

5) County and Contractor agree that in the event that the actual revenues collected for Contractor's services for this period are less than the Revenue Component and that difference is shown to have been generated by failure to bill and/or disallowances by third party payors based on Contractor's failure: 1) to use Medicare-eligible providers; 2) to provide documentation adequate to support Contractor's services per County BHRS Documentation Manual (incorporated by reference herein); 3) to provide services at a per unit cost that is equal to or below the State Maximum Allowance; and/or

to submit the billing information required by this Agreement to the County in a timely manner (collectively, "Third Party Disallowances"), the BCA may be reduced by the amount of that difference. In determining the amount of such reduction, the Third Party Disallowances shall be subtracted from the amount of gross revenues collected by County for Contractor's services under this Agreement. The County shall determine the actual revenue generation. Any such reduction may, at the sole discretion of the County, result in a corresponding one-twelfth (1/12) payment reduction based upon the revised Revenue Component estimate of actual revenues available at that time. County shall notify Contractor of any BCA reduction and corresponding one-twelfth (1/12) payment reduction no later than January 31, 2013.

b. Case Rate Amount (CRA) Payment

1) In addition to the BCA, County agrees to pay a monthly CRA per enrollee based upon FSP service level, as follows:

Service Level	Monthly Rate	Maximum # of enrollees	Maximum Monthly Amount
Intensive	$1,368.33	57	$77,994.81
Case Management	$1,000.00	0	
Wellness & Recovery	$666.66	5	$3,333.30
Total:		62	$81,328.11

2) The total CRA for this period shall not exceed NINE HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS ($975,937).

3) The total monthly CRA payment shall not exceed EIGHTY-ONE THOUSAND THREE HUNDRED TWENTY-EIGHT DOLLARS AND ELEVEN CENTS ($81,328.11).

4) The monthly CRA rate shall be paid for any client that is enrolled during the month. Should BCA monthly enrollee rates be reduced due to reductions in Revenue Component projections, as described in Paragraph (I.C.1.a.4), CRA monthly enrollee rates will be reduced as well. In any case, BCA and CRA monthly enrollee rates shall be the same for the same period of services.

5) CRA funding sources shall be identical to funding sources for enrollees funded through the BCA, including the projected Revenue Component. The amount of the Revenue Component for CRA funded services shall be identical to that of BCA funded services, and the Revenue Component shall be subject to the same disallowance provisions that are applicable to the BCA. In the event that BCA funding is decreased through a reduction in the Revenue Component, the monthly CRA funding shall be decreased as well.

c. Revenue Component reductions as described in I.C.1.a.5). of this Exhibit B shall not relieve Contractor of the obligation to provide the volume of services as described in Paragraph II.F. of Exhibit A.

2. Housing Support Program

The total obligation of the County for Contractor's expenses for Housing Support Program costs for the period beginning July 1, 2012 through June 30, 2013, shall not exceed ONE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND SIXTY-FIVE DOLLARS ($1,271,065).

a. Housing costs for this period shall not exceed a maximum of SEVEN HUNDRED TEN THOUSAND NINE HUNDRED NINETY-SIX DOLLARS ($710,996). Payment for housing costs will be made for actual costs upon receipt of invoice from Contractor. Contractor shall be responsible for collecting tenant payments to cover portions of the program costs.

b. Program administration and related expenses for this period shall be FIVE HUNDRED SIXTY THOUSAND AND SIXTY-NINE DOLLARS ($560,069). For this period monthly payments will be in the amount of FORTY-SIX THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS AND FORTY-ONE CENTS ($46,672.41).

3. Criminal Justice (CJ) Full Service Partnership (FSP)

Payment for the services described in Exhibit A.III shall not exceed FOUR HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED EIGHTEEN DOLLARS ($451,218) for the period July 1, 2012 through June 30, 2013.

a. FSP Services and Housing Costs

FSP services and housing costs will be limited to a maximum of FOUR HUNDRED ELEVEN THOUSAND TWO HUNDRED EIGHTEEN DOLLARS ($411,218).

Base Caseload Amount (BCA)

Service Level	Annual Rate	# Slots	Monthly Amount
Intensive	$22,193	5	$9,247.08
Community Case Mgmt	$17,774	3	$4,443.50
Wellness	$13,774	3	$3,443.50
Total BCA			$17,134.08

The monthly payment by County to Contractor for BCA shall be SEVENTEEN THOUSAND ONE HUNDRED THIRTY-FOUR DOLLARS AND EIGHT CENTS ($17,134.08).

Case Rate Amount (CRA)

Service Level	Annual Rate	# Slots	Monthly Amount
Intensive	$22,193	5	$9,247.08
Community Case Mgmt	$17,774	3	$4,443.50
Wellness	$13,774	3	$3,443.50
Total CRA			$17,134.08

The monthly CRA rate shall be paid for any client that is enrolled during the month.

c. Housing Funds

Expenses related to client housing items and rent for those eligible to receive benefits, including General Assistance, will be reimbursed up to a maximum of FORTY THOUSAND DOLLARS ($40,000) upon submission of invoices with proper supporting documentation.

D. Payment for the period of July 1, 2013 – June 30, 2014 (Year 2)

For the period July 1, 2013 through June 30, 2014, the maximum payment shall not exceed FOUR MILLION NINE HUNDRED FOUR THOUSAND FOUR HUNDRED FIFTEEN DOLLARS ($4,904,415).

1. Payment for FSP Services

The maximum payment for FSP services for the period July 1, 2013 through June 30, 2014, shall not exceed THREE MILLION ONE HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED THIRTY-TWO DOLLARS ($3,182,132). This amount shall include the BCA and the CRA as described below.

a. Base Caseload Amount (BCA) Payment

1) The BCA will cover service costs for ONE HUNDRED FORTY-FIVE (145) enrollees at the service levels as follows:

Service Level	Maximum # of enrollees
Intensive	110
Case Management	30
Wellness & Recovery	5
Total:	145

2) In no event shall the total obligation of the County for BCA payments for this period exceed TWO MILLION TWO HUNDRED SIX THOUSAND ONE HUNDRED NINETY-FOUR DOLLARS ($2,206,194).

3) Unless otherwise authorized by the Chief of the Health System or designee, and/or as adjusted subject to Paragraph I.D.1.a.4) of this Exhibit B, the monthly rate of payment by County to Contractor shall be one-twelfth (1/12) of the BCA. Payments will be made in the amount of ONE HUNDRED EIGHTY THREE THOUSAND EIGHT HUNDRED FORTY-NINE DOLLARS AND FIFTY CENTS ($183,849.50) per month for this period of the Agreement. The amount of the monthly payment is subject to reduction as described in Paragraph I.D.1.a.5).

4) The BCA for this period of the Agreement includes: 1) MHSA funding, including flexible funds, in the amount of ONE MILLION ONE HUNDRED FORTY-TWO THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS ($1,142,675); and 2) the revenues expected to be generated by third-party billings: Medi-Cal Federal Financial Participation (FFP), Medicare and other applicable third-party payors for FSP services provided to enrollees (i.e. "Revenue Component"). The projected Revenue Component for FY 2013-14 is ONE MILLION SIXTY-THREE THOUSAND FIVE HUNDRED NINETEEN DOLLARS ($1,063,519).

3) County and Contractor agree that in the event that the actual revenues collected for Contractor's services for this period are less than the Revenue Component and that difference is shown to have been generated by failure to bill and/or disallowances by third party payors based on Contractor's failure: 1) to use Medicare-eligible providers; 2) to provide documentation adequate to support Contractor's services per County BHRS Documentation Manual (incorporated by reference herein); 3) to provide services at a per unit cost that is equal to or below the State Maximum Allowance; and/or 4) to submit the billing information required by this Agreement to the County in a timely manner (collectively, "Third Party Disallowances"), the BCA may be reduced by the amount of that difference. In determining the amount of such reduction, the Third Party Disallowances shall be subtracted from the amount of gross revenues collected by County for Contractor's services under this Agreement. The County shall determine the actual revenue generation. Any such reduction may, at the sole discretion of the County, result in a corresponding 1/12 payment reduction based upon the revised Revenue Component estimate of actual revenues available at that time. County shall notify Contractor of any BCA reduction and corresponding 1/12 payment reduction no later than January 31, 2014.

b. Case Rate Amount (CRA) Payment

1) In addition to the BCA, County agrees to pay a monthly CRA per enrollee based upon FSP service level, as follows:

Service Level	Monthly Rate	Maximum # of enrollees	Maximum Monthly Amount
Intensive	$1,368.33	57	$77,994.81
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3) The total monthly CRA payment shall not exceed EIGHTY-ONE THOUSAND THREE HUNDRED TWENTY-EIGHT AND ELEVEN CENTS ($81,328.11).

4) The monthly CRA rate shall be paid for any client that is enrolled during the month. Should BCA monthly enrollee rates be reduced due to reductions in Revenue Component projections, as described in Paragraph (I.D.1.a.4), CRA monthly enrollee rates will be reduced as well. In any case, BCA and CRA monthly enrollee rates shall be the same for the same period of services.

5) CRA funding sources shall be identical to funding sources for enrollees funded through the BCA, including the projected Revenue Component. The amount of the Revenue Component for CRA funded services shall be identical to that of BCA funded services, and the Revenue Component shall be subject to the same disallowance provisions that are applicable to the BCA. In the event that BCA funding is decreased through a reduction in the Revenue Component, the monthly CRA funding shall be decreased as well.

c. Revenue Component reductions as described in I.D.1.a.5) of this Exhibit B shall not relieve Contractor of the obligation to provide the volume of services as described in Paragraph II.F. of Exhibit A.

2. Housing Support Program

The total obligation of the County for Contractor's expenses for Housing Support Program costs for the period beginning July 1, 2013 through June 30, 2014, shall not exceed ONE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND AND SIXTY-FIVE DOLLARS ($1,271,065).

a. Housing costs for this period shall not exceed a maximum of SEVEN HUNDRED TEN THOUSAND NINE HUNDRED NINETY-SIX DOLLARS ($710,996). Payment for housing costs will be made for actual costs upon receipt of invoice from Contractor. Contractor shall be responsible for collecting tenant payments to cover portions of the program costs.

b. Program administration and related expenses for this period shall be FIVE HUNDRED SIXTY THOUSAND AND SIXTY-NINE DOLLARS ($560,069). For this period the monthly payments will be in the amount of FORTY-SIX THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS AND FORTY-ONE CENTS ($46,672.41).

3. Criminal Justice (CJ) Full Service Partnership (FSP)

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Total BCA			$17,134.08

The monthly payment by County to Contractor for BCA shall be SEVENTEEN THOUSAND ONE HUNDRED THIRTY-FOUR DOLLARS AND EIGHT CENTS ($17,134.08).

Case Rate Amount (CRA)

Service Level	Annual Rate	# Slots	Monthly Amount
Intensive	$22,193	5	$9,247.08
Community Case Mgmt	$17,774	3	$4,443.50
Wellness	$13,774	3	$3,443.50
Total CRA			$17,134.08

The monthly CRA rate shall be paid for any client that is enrolled during the month.

c. Housing Funds

Expenses related to client housing items and rent for those eligible to receive benefits, including General Assistance, will be reimbursed up to a maximum of FORTY THOUSAND DOLLARS ($40,000) upon submission of invoices with proper supporting documentation.

E. County Revenue Component Estimates

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

	July 1, 2012 – June 30, 2013	July 1, 2013 – June 30, 2014
FSP	$1,481,903	$1,481,903

F. Operating Income

The Gross Operating Income described in Exhibit C (Budget) shall not exceed the amounts established in the table below without the express written consent of the Chief of the Health System. Funding for such Gross Operating Income is included in the Maximum Obligation set forth in Exhibit B, Paragraph I.A. and County shall not pay nor be obligated to pay additionally for such Gross Operating Income.

Period	Amount
FY 2012-13 (Year 1)	$166,407

FY 2013-14 (Year 2)	$166,407
Total	$332,814

G. Contractor's Budget

1. Contractor's annual budget for these services for Fiscal Years 2012-14 is incorporated into this Agreement as Exhibit C. The allocation of funding for the Adult and Older Adult/Medically Fragile FSPs and Housing Support Programs shall be provided according to the Contractor's budget.

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

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 or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than TWENTY-FIVE THOUSAND DOLLARS ($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. Contractor shall maintain all program fiscal records to maintain current and future requirements for MHSA funded FSP services as determined by the State DMH, and as requested by the County.

K. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of each applicable fiscal year (June 30th). Cost reports shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for 1) FSP services, 2) one-time expenditures, and 3) flexible funds. Cost reports shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

1. For any annual Cost Report provided to County that shows that total payments to Contractor exceed the total actual costs for these services rendered by Contractor during the annual reporting period, following any and all adjustments made under Paragraphs I.C.1.a.5) and/or I.D.1.a.5) of this Exhibit B, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Chief of the Health System or designee. This cost settlement reimbursement shall be made within ninety (90) days of the end of each fiscal year.

2. Where discrepancies between reported service units and/or actual costs, and payments are found on the Cost Reports to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered during the reporting period.

3. Accounting records and supporting documents shall be retained for a three-year (3) period from the date the year-end cost settlement report was approved by State for interim settlement. Should an audit be started before the expiration of the three-year (3) period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three (3) years, the interim settlement shall be considered as the final settlement.

4. Subsequent audits by the State may result in additional cost settlement.

5. Notwithstanding other provisions of this agreement, final settlement shall include an amount for Administrative Services equal to the amount listed in contractor's budget, Exhibit C.

L. Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10^{th}) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:

a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or

b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided (Ex: TBS, Intensive Day Treatment, etc.), and duration of service (hour/minute format).

2. 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.

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

N. 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. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

O. 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.

P. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director of Adult and Older Adult Services, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

Q. In the event this Agreement is terminated prior to June 30, 2014, the Contractor shall be paid for services already provided pursuant to this Agreement.

R. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

S. Claims Certification and Program Integrity

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

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

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

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

   Executed at _____ California, on _____, 20___

   Signed _____ Title _____

   Agency _____"

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

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

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

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

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

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

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

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

4. Except as provided in Paragraph I.V.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three (3) 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.

T. Unspent Funds

Contractor may rollover unspent one-time and flexible funding only according to the following procedures. In the event this Agreement is renewed beyond the term of this Agreement, the Contractor may also rollover unspent funding to a subsequent Agreement according to the following procedures. By mutual agreement of County and Contractor, contractual savings or "rollover" of flexible funds as defined in this Exhibit B may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services and/or FSP Program-related services approved by County and are retained in accordance with the terms of this Paragraph I.V. No other funds provided through this Agreement may be rolled over.

1. Contractor shall submit a projected calculation of any savings no later than ninety (90) days before the end of the fiscal year. The projected calculation will be a separate report from the year-end cost report. With the projected calculation Contractor shall return the amount of the savings.

2. At the time of the submission of the projected savings 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 (2^{nd}) 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 (2^{nd}) fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

U. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

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

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

2. Option Two

a. Contractor shall provide information to County so that County may bill applicable other third-parties for services provided by Contractor through this Agreement. County shall retain these revenues and shall not offset these revenues against payments to Contractor.

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

End of Exhibit B

Exhibit C1: Budget Worksheet

	Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
	FY 12-13 BUDGET EXHIBIT					
San Mateo Behavioral Health and Recovery Services Budget Worksheet	Total FSP	Total FSP Housing Pass thru	Total Housing Admin	Total AB109	Total AB109 Housing Pass thru	Total Proposal
	Yr.1 (12 months)	Yr.1 (12 months)	Yr.1 (12 months)	Yr.1 (12 months)	Yr.1 (12 months)	Yr.1 (12 months)
A. Expenditures						
1. Client, Family Member and Caregiver Support Expenditures						
a. Clothing, Food and Hygiene	20,470	-	-	12,484	-	32,954
b. Travel and Transportation	-	-	-	-	-	-
c. Housing (provide description in budget narrative)	15,000	1,267,147	-	-	297,473	1,579,620
d. Employment and Education Supports (provide description in budget	-	-	-	-	-	-
e. Other Support Expenditures (provide description in budget narrative)	54,716	-	13,432	5,637	-	73,784
f. Total Support Expenditures	90,186	1,267,147	13,432	18,121	297,473	1,686,359
2. Personnel Expenditures						
a. Current Existing Personnel Expenditures (if building on current progr	1,589,272	-	282,001	112,418	-	1,983,691
b. New Additional Personnel Expenditures	-	-	-	-	-	-
c. Employee Benefits	467,728	-	82,994	33,085	-	583,807
d. Total Personnel Expenditures	2,057,001	-	364,995	145,503	-	2,567,498
3. Operating Expenditures						
a. Professional Services	261,872	-	-	60,773	-	322,645
b. Translation and Interpreter Services	-	-	-	-	-	-
c. Travel and Transportation	20,349	-	4,000	-	-	24,349
d. General Office Expenditures	32,688	-	6,765	14,685	-	54,137
e. Rent, Utilities and Equipment	174,442	-	21,719	2,114	-	198,275
f. Medication and Medical Supports	8,665	-	-	-	-	8,665
g. Other Operating Expenses (provide description in budget narrative)	98,016	-	71,908	3,805	-	173,728
h. Total Operating Expenditures	596,031	-	104,392	81,376	-	781,799
4. Program Management						
a. Existing Program Management	-	-	-	-	-	-
b. New Program Management	-	-	-	-	-	-
c. Total Program Management - Corporate Overhead (11%)	307,401	-	54,104	27,454	-	388,959
d. Total Program Management - Operating Income (5%)	131,514	-	23,147	11,746	-	166,407
5. Total Proposed Program Budget	3,182,132	1,267,147	560,069	284,200	297,473	5,591,021
B. Revenues						
a. MHSA/CCS - Includes Yr. 1 One-Time Funding	1,700,229	710,996	560,069	284,200	167,018	3,422,512
a.1. Ammendment #1 Case Rate Adjustment	-	-	-	-	-	-
b. Medi-Cal (FFP only)	1,406,015	-	-	-	-	1,406,015
c. Medicare/Patient Fees/Patient Insurance	75,888	556,151	-	-	130,455	762,494
d. Realignment						
e. State General Funds						
f. County Funds						
g. Grants						
h. Other Revenue						
i. Total Existing Revenues	3,182,132	1,267,147	560,069	284,200	297,473	5,591,021
Total Revenues	3,182,132	1,267,147	560,069	284,200	297,473	5,591,021
C. One-Time MHSA/CSS Funding Expenditures Summary						
1. Furniture & Equipment						
a. Computer Equipment	-	-	-	-	-	-
b. Furniture	-	-	-	-	-	-
c. Total One-Time Expenditures	-	-	-	-	-	-

Exhibit C1: Budget Worksheet

San Mateo Behavioral Health and Recovery Services Budget Worksheet	Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
	FY 13-14 BUDGET EXHIBIT					
	Total FSP	Total FSP Housing Pass thru	Total Housing Admin	Total AB109	Total AB109 Housing Pass thru	Total Proposal
	Yr.2 (12 months)	Yr.2 (12 months)	Yr.2 (12 months)	Yr.2 (12 months)	Yr.2 (12 months)	Yr.2 (12 months)
A. Expenditures						
1. Client, Family Member and Caregiver Support Expenditures						
a. Clothing, Food and Hygiene	20,470	-	-	12,484	-	32,954
b. Travel and Transportation	-	-	-	-	-	-
c. Housing (provide description in budget narrative)	15,000	1,267,147	-	-	297,473	1,579,620
d. Employment and Education Supports (provide description in budget	-	-	-	-	-	-
e. Other Support Expenditures (provide description in budget narrative)	54,716	-	13,432	5,637	-	73,784
f. Total Support Expenditures	90,186	1,267,147	13,432	18,121	297,473	1,686,359
2. Personnel Expenditures						
a. Current Existing Personnel Expenditures (if building on current progr	1,589,272	-	282,001	112,418	-	1,983,691
b. New Additional Personnel Expenditures	-	-	-	-	-	-
c. Employee Benefits	467,728	-	82,994	33,085	-	583,807
d. Total Personnel Expenditures	2,057,001	-	364,995	145,503	-	2,567,498
3. Operating Expenditures						
a. Professional Services	261,872	-	-	60,773	-	322,645
b. Translation and Interpreter Services	-	-	-	-	-	-
c. Travel and Transportation	20,349	-	4,000	-	-	24,349
d. General Office Expenditures	32,688	-	6,765	14,685	-	54,137
e. Rent, Utilities and Equipment	174,442	-	21,719	2,114	-	198,275
f. Medication and Medical Supports	8,665	-	-	-	-	8,665
g. Other Operating Expenses (provide description in budget narrative)	98,016	-	71,908	3,805	-	173,728
h. Total Operating Expenditures	596,031	-	104,392	81,376	-	781,799
4. Program Management						
a. Existing Program Management	-	-	-	-	-	-
b. New Program Management	-	-	-	-	-	-
c. Total Program Management - Corporate Overhead (11%)	307,401	-	54,104	27,454	-	388,959
d. Total Program Management - Operating Income (5%)	131,514	-	23,147	11,746	-	166,407
5. Total Proposed Program Budget	3,182,132	1,267,147	560,069	284,200	297,473	5,591,021
B. Revenues						
a. MHSA/CCS - Includes Yr. 1 One-Time Funding	1,700,229	710,996	560,069	284,200	167,018	3,422,512
a.1. Ammendment #1 Case Rate Adjustment	-	-	-	-	-	-
b. Medi-Cal (FFP only)	1,406,015	-	-	-	-	1,406,015
c. Medicare/Patient Fees/Patient Insurance	75,888	556,151	-	-	130,455	762,494
d. Realignment						
e. State General Funds						
f. County Funds						
g. Grants						
h. Other Revenue						
i. Total Existing Revenues	3,182,132	1,267,147	560,069	284,200	297,473	5,591,021
Total Revenues	3,182,132	1,267,147	560,069	284,200	297,473	5,591,021
C. One-Time MHSA/CSS Funding Expenditures Summary						
1. Furniture & Equipment						
a. Computer Equipment	-	-	-	-	-	-
b. Furniture	-	-	-	-	-	-
c. Total One-Time Expenditures	-	-	-	-	-	-

Exhibit C1: Budget Worksheet

	Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
	FY 12-14 BUDGET EXHIBIT					
San Mateo Behavioral Health and Recovery Services Budget Worksheet	Total FSP	Total FSP Housing Pass thru	Total Housing Admin	Total AB109	Total AB109 Housing Pass thru	Total Proposal
	Yrs. 1&2 (24 months)	Yrs. 1&2 (24 months)	Yrs. 1&2 (24 months)	Yrs. 1&2 (24 months)	Yrs. 1&2 (24 months)	Yrs. 1&2 (24 months)
A. Expenditures						
1. Client, Family Member and Caregiver Support Expenditures						
a. Clothing, Food and Hygiene	40,940	-	-	24,968	-	65,908
b. Travel and Transportation	-	-	-	-	-	-
c. Housing (provide description in budget narrative)	30,000	2,534,294	-	-	594,946	3,159,241
d. Employment and Education Supports (provide description in budget	-	-	-	-	-	-
e. Other Support Expenditures (provide description in budget narrative)	109,431	-	26,864	11,273	-	147,569
f. Total Support Expenditures	180,371	2,534,294	26,864	36,241	594,946	3,372,717
2. Personnel Expenditures	-	-	-	-	-	-
a. Current Existing Personnel Expenditures (if building on current progr	3,178,544	-	564,002	224,836	-	3,967,382
b. New Additional Personnel Expenditures	-	-	-	-	-	-
c. Employee Benefits	935,457	-	165,988	66,170	-	1,167,615
d. Total Personnel Expenditures	4,114,001	-	729,989	291,006	-	5,134,997
3. Operating Expenditures	-	-	-	-	-	-
a. Professional Services	523,743	-	-	121,546	-	645,289
b. Translation and Interpreter Services	-	-	-	-	-	-
c. Travel and Transportation	40,698	-	8,000	-	-	48,698
d. General Office Expenditures	65,375	-	13,530	29,369	-	108,274
e. Rent, Utilities and Equipment	348,884	-	43,438	4,228	-	396,550
f. Medication and Medical Supports	17,330	-	-	-	-	17,330
g. Other Operating Expenses (provide description in budget narrative)	196,031	-	143,816	7,610	-	347,456
h. Total Operating Expenditures	1,192,062	-	208,783	162,753	-	1,563,598
4. Program Management	-	-	-	-	-	-
a. Existing Program Management	-	-	-	-	-	-
b. New Program Management	-	-	-	-	-	-
c. Total Program Management - Corporate Overhead (11%)	614,801	-	108,208	54,909	-	777,918
d. Total Program Management - Operating Income (5%)	263,028	-	46,294	23,491	-	332,814
5. Total Proposed Program Budget	6,364,263	2,534,294	1,120,139	568,400	594,946	11,182,043
	-	-	-	-	-	-
B. Revenues	-	-	-	-	-	-
a. MHSA/CCS - Includes Yr. 1 One-Time Funding	3,400,458	1,421,991	1,120,138	568,401	334,036	6,845,024
a.1. Ammendment #1 Case Rate Adjustment	-	-	-	-	-	-
b. Medi-Cal (FFP only)	2,812,030	-	-	-	-	2,812,030
c. Medicare/Patient Fees/Patient Insurance	151,776	1,112,302	-	-	260,910	1,524,988
d. Realignment	-	-	-	-	-	-
e. State General Funds	-	-	-	-	-	-
f. County Funds	-	-	-	-	-	-
g. Grants	-	-	-	-	-	-
h. Other Revenue	-	-	-	-	-	-
i. Total Existing Revenues	6,364,264	2,534,293	1,120,138	568,401	594,946	11,182,042
Total Revenues	6,364,264	2,534,293	1,120,138	568,401	594,946	11,182,042
	-	-	-	-	-	-
C. One-Time MHSA/CSS Funding Expenditures Summary	-	-	-	-	-	-
1. Furniture & Equipment	-	-	-	-	-	-
a. Computer Equipment	-	-	-	-	-	-
b. Furniture	-	-	-	-	-	-
c. Total One-Time Expenditures	-	-	-	-	-	-

Attachment C
Election of Third Party Billing Process

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

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

Option One
Our agency will bill other insurance, and provide San Mateo County Behavioral Health and Recovery Services (BHRS) with a copy of the Explanation of Benefits provided by that insurance plan before billing BHRS for the remainder.

We Telecare Corporation elect option one.

_____ _____
Signature of authorized agent Name of authorized agent

_____
Telephone number

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

We Telecare Corporation elect option two.

_____ Marshall Langfeld
Signature of authorized agent Name of authorized agent

(510) 337-7950
Telephone number

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

Doreen Avery, Business Systems Manager
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403
(650) 573-2284

Attachment D - Payor Financial Form

AGENCY NAME:

Client's Last Name/MH ID # (if known)	First Name M.I.	Alias or other names Used
Client Date of Birth	**Undocumented?** ☐ Yes ☐ No **If no, Social Security Number (Required)**	**26.5 (AB3632)** ☐ Yes ☐ No IEP (SELPA) start date

Does Client have Medi-Cal? ☐ Yes ☐ No **Share of Cost?** ☐ Yes ☐ No **Client's Medi-Cal Number** (BIC Number)?

Please attach copy of MEDS Screen **If client is Full scope Mcal, skip the remaining sections of this form and fax to MIS/Billing Unit: 573-2110**

Is Client Potentially Eligible for Medi-Cal Benefits? ☐ Yes ☐ No **Client Referred to Medi-Cal?** ☐ Yes, give date: _____ ☐ No

Is this a Court-ordered Placement? ☐ Yes ☐ No

Does Client have Medicare? ☐ Yes ☐ No **If yes, please check all that apply** ___**Part A** ___**Part B** ___**Part D (effective 1/1/06)**

What is the Client's Medicare Number?

Responsible Party's Information (Guarantor):

Name _____ Phone _____ Relationship to Client _____ ☐ Self

Address _____ City _____ State _____ Zip Code _____

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

FINANCIAL ASSESSMENT – Annual UMDAP (Uniform Method of Determining Ability to Pay)

Gross Monthly Income (include all in the Household)

A. Self .....$ _____
B. Parents/Spouse/Domestic Partner ....$ _____
C. Other ..... $ _____

Number of Persons Dependent on Income _____

Asset Amount (List all liquid assets)

A. Savings.....$ _____
B. Checking.....$ _____
C. Stocks.....$ _____

Allowable Expenses

A. Court Ordered Monthly Obligation $ _____
B. Monthly Child Care Payments (Only if Necessary for Employment) $ _____
C. Monthly Dependent Support Payments $ _____
D. Monthly Medical Expense Payments $ _____
E. Monthly Mandated Deductions for Retirement Plan (Do not include Social Security).....$ _____

F. Housing Cost (Mortgage/Rent) $ _____

3rd Party HEALTH INSURANCE INFORMATION

Health Plan or Insurance Company (Not employer)

Name of Company _____

Street Address _____

City _____

State _____ Zip _____

Insurance Co. phone number _____

Policy Number _____

Group Number _____

Name of Insured Person _____

Relationship to Client _____

Social Security Number of Insured Person _____ (if other than client)

Does this Client have Healthy Families Insurance? ☐ Yes ☐ No
If Yes, complete San Mateo County Mental Health SED form.

Does this Client have Healthy Kids Insurance? ☐ Yes ☐ No
Does this Client have HealthWorx Insurance.? ☐ Yes ☐ No

CLIENT AUTHORIZATION –This section is not required for Full scope Medi-Cal Clients

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

Signature of Client or Authorized Person _____ Date _____ Reason if client is unable to sign _____

Client Refused to Sign Authorization: ☐ **(Please check if applicable)** **Date** _____ **Reason** _____

Name of Interviewer _____ Phone Number _____ Best Time to Contact _____

PLEASE MAIL COPY TO: MIS/BILLING UNIT (650) 573-2110

San Mateo County Mental Health Services Use Only

ENTERED BY	CLIENT ACCOUNT #	DATA ENTRY DATE

Rev 06/05

MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBLITY

Below are instructions for accessing the State's MEDS (Medi-Cal Eligibility Determination System) to determine eligibility and clearing share of cost through the internet If you do not have access to the internet, please call Bernadette Ortiz (phone: 650-573-2712) or Analiza Salise (phone:650-573-2442) to verify eligibility.

Instructions for Obtaining Medi-Cal Eligibility Using Internet

- Double click on Internet Explorer
- Type in the address box: **https://www.medi-cal.ca.gov/eligibility**
- From the Login Center Transaction Services screen, enter Userid: **usually 5 zeros followed by your provider number**
- Enter state assigned password – call Medi-Cal Provider Relations Phone Support @ 1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine Patient's Eligibility
- From Perform Eligibility screen fill in the following fields:
    - Recipient ID – enter the client's Social Security # (without dashes)
    - Date of Birth – enter the client's DOB (mm/dd/yyyy)
    - Date of Card Issue – if unknown, enter today's date (mm/dd/yyyy)
    - Date of Service – enter the date on which the service is to be performed (mm/dd/yyyy)
    - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Instructions for Clearing Medi-Cal Share of Cost Using Internet

- Double click on Internet Explorer
- Type in the address box: ***https://www.medi-cal.ca.gov/eligibility***
- From the Login Center Transaction Services screen, enter Userid: **your provider number preceded by 5 zeros**
- Enter state assigned password - call Medi-Cal Provider Relations Phone Support @ 1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine Share of Cost
- From Perform SOC screen fill in the following fields:
    - Recipient ID – enter the client's Social Security # (without dashes)
    - Date of Birth – enter the client's DOB (mm/dd/yyyy)
    - Date of Card Issue – if unknown, and clearing service for the current month, enter today's date. If you are clearing a retroactive service, you must have the BIC issue date. (mm/dd/yyyy)
    - Date of Service – enter service date for the "SOC Clearance." (mm/dd/yyyy)
    - Procedure Code – enter the procedure code for which the SOC is being cleared. The procedure code is required. (90862, 90841, 90882, etc.)
    - Billed Amount – enter the amount in dollars and cents of the total bill for the procedure code. (ex. 100 dollars would be entered as 100.00). If you do not specify a decimal point, a decimal followed by two zeros will be added to the end of the amount entered.
    - Share of Cost Case Number – optional unless applying towards family member's SOC case
    - Amount of Share of Cost – optional unless a SOC case number was entered
    - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Select SOC Case – this item affects how the Patient Recall button (described above) functions. Simply select the circle above the SOC case number that you want the Patient Recall button to use when it fills out the form. Note that the SOC case numbers are only available if the previous transaction was an Eligibility transaction.

The "Last Used" choice contains the SOC Case number that was used if the previous transaction was a SOC transaction. This is also a default choice if none are selected.

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.

Kevin Jones
Name of 504 Person - Type or Print

Telecare Corporation
Name of Contractor(s) - Type or Print

1080 Marina Village Parkway, #100
Street Address or P.O. Box

Alameda, CA 94501
City, State, Zip Code

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

Signature

Senior Vice President and CFO
Title of Authorized Official

8/7/12
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."