

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

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

**W I T N E S S E T H:**

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

WHEREAS, it is necessary and desirable that Contractor be retained for the  
purpose of professional services.

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

**1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—Contractor's FY 2014-15 Budget

Attachment C—Election of Third Party Billing Process

Attachment D—Payor Financial Form

Attachment E—Fingerprinting Certification

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.

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION SEVEN HUNDRED ELEVEN THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS (\$1,711,549).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2014 through June 30, 2015.

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 County and shall be promptly delivered to County. Upon termination, 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**

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 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

7.1 **General Hold Harmless.** Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss

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

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

#### 7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise



covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

**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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

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

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations

under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

#### **10. Compliance With Laws**

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

Further, Contractor certifies that 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.

Contractor will timely and accurately complete, sign, and submit all necessary

documentation of compliance.

**11. Non-Discrimination and Other Requirements**

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified 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. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☐ Contractor complies with Chapter 2.84 by:
    - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
    - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
  - ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to



employees' spouses.

- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *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 the following:

- 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; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

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.

**12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

**13. Retention of Records, Right to Monitor and Audit**

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.



#### **14. Merger Clause & Amendments**

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

#### **15. Controlling Law and Venue**

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

#### **16. Notices**

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

##### **In the case of County, to:**

Name/Title: Kacy Carr, Deputy Director Adult Services  
Address: 1950 Alameda de las Pulgas, San Mateo, CA 94403  
Telephone: (650) 573-2038  
Facsimile: (650) 5229830  
Email: [kacarr@smcgov.org](mailto:kacarr@smcgov.org)

##### **In the case of Contractor, to:**

Name/Title: Melissa Platte, Executive Director  
Address: 2686 Spring Street, Redwood City, CA 94063  
Telephone: (650) 368-3345  
Facsimile: (650) 368-9017  
Email: [melissap@mhasmc.org](mailto:melissap@mhasmc.org)

**17. Electronic Signature**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:      ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\*\*\*Signature page to follow\*\*\*

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

MENTAL HEALTH ASSOCIATION OF  
SAN MATEO COUNTY

  
Contractor's Signature

Date: August 29, 2014

(Revised 7/1/13)



EXHIBIT A – SERVICES  
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY  
FY 2014 – 2015

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

I. INTRODUCTION AND DEFINITION OF TERMS - MENTAL HEALTH

- A. Outpatient Rehabilitative Mental Health Services focus on individual needs, strengths, and choices; the individual is always involved in service planning and implementation. The goal of rehabilitation is to help individuals take charge of their own lives through informed decision-making. Services are based on the individual's desired results from mental health services (long term goals) concerning his/her own life, and consider his/her diagnosis, functional impairments, symptoms, disabilities, life conditions and rehabilitation readiness. Services are focused on achieving specific shorter-term personal milestones (measurable objectives) to support the individual in accomplishing his/her desired results.
- B. Program staffing is multi-disciplinary and reflects the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community that the program serves. Families, caregivers, human service agency personnel and other significant support persons are encouraged to participate in the planning and implementation process to help the individual meet his/her needs, choices, responsibilities and desires. Programs are designed to use both licensed and non-licensed personnel who are experienced in providing mental health services. Consumers and family members of consumers are valued as volunteer or paid staff.
- C. Services are optimal when delivered to individuals who live in housing of their own choice. Single room occupancy is a highly valued housing choice by consumers and is emphasized in resource development and service planning.
- D. Contractor shall provide emergency housing and support services, rehabilitation services, and administrative services including fiscal intermediary for Flexible Funds.
- E. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. The San Mateo County Behavioral Health and Recovery Services (BHRS) Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the

provisions of the County Documentation Manual shall prevail. The Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Target Case Management is included herein by reference. All payments under this Agreement must directly support services specified in this Agreement.

- F. Contractor will meet at least bi-monthly with the Deputy Director of Adult and Older Adult Services or designee to discuss fiscal and operational issues, program goals and objectives and any quality improvement issues as deemed appropriate.

## II. SERVICES

### A. Emergency Housing/Shelter (Spring Street Shelter)

Contractor shall provide a fifteen (15) bed, twenty-four (24) hour facility for emergency and short-term housing, including at least two (2) meals per day, for mentally ill and co-occurring clients who require immediate shelter but who do not require care and supervision as defined by Section 80001 (a) (10) of Title 22 of Community Care Licensing Regulations ("Emergency Housing/Shelter"). In addition to providing Emergency Housing/Shelter, Contractor shall collaborate with other public and private services and resources to assist these clients in finding permanent housing and securing other basic needs. Clients shall be assisted in securing medical and psychiatric services as needed.

1. Emergency Housing/Shelter staff shall accept referrals between 8 a.m. and 10 p.m., seven (7) days per week.
2. Contractor shall admit only those clients who meet the following criteria:
  - a. Have a primary mental health problem; clients whose predominant problem is alcohol or substance abuse are not eligible;
  - b. Be at least eighteen (18) years of age or an emancipated minor;
  - c. Have no other identified resource for housing; and
  - d. Not be considered assaultive or suicidal, or present serious medical health problems.
3. Among clients eligible for Emergency Housing/Shelter, i.e., who meet all the criteria in Paragraph II.A.2. of this Exhibit A, Contractor shall give priority for beds on a space-available basis in the following order:

- a. Clients who are confined at San Mateo Medial Center Inpatient Psychiatric Unit or at Psychiatric Emergency Services (PES) who need a residence in order to be released from the hospital.
  - b. Clients who, because they are identified by city police departments and the County Sheriff's Department as "nuisance" cases, might otherwise be taken inappropriately to one of the County emergency psychiatric facilities because of community or family complaints.
  - c. Clients who have not yet been deemed eligible for Supplemental Security Income or General Assistance benefits due to lack of residence.
  - d. Clients who, for whatever reason, are living on the street, in parks, and generally are without a residence of any sort, and are referred by community agencies, including churches.
4. BHRS Adult Resource Management reserves the right to prioritize any client for Emergency Housing/Shelter.
  5. At least two (2) staff persons shall be on duty at all times, twenty-four (24) hours per day. BHRS staff shall provide consultation to Contractor's staff as deemed appropriate by the BHRS Director or designee.
  6. The Emergency Housing/Shelter shall provide separate dormitory sections with showers and toilets for men and women. The facility shall also include a kitchen and office space. Accessibility shall be provided to the handicapped, and a sprinkler system shall be included throughout shelter.
  7. Contractor shall provide five thousand one hundred ten (5,110) days of care (based on 94% occupancy) to one hundred twenty-five (125) unduplicated clients during the term of this Agreement. A client day shall be deemed to mean any and all services rendered by Contractor on behalf of one (1) client during any single day.
  8. All clients who remain in the Emergency Housing/Shelter beyond three (3) days shall have a written plan of action.
  9. At least seventy-five percent (75%) of all clients shall receive a minimum of two (2) rehabilitation services (exclusive of medication services) during their stay in the program.
  10. At least twenty (20) clients shall receive transitional case management services.



## B. Outpatient Services/Rehabilitation Services

Contractor shall provide seriously mentally ill and co-occurring adults with community-based rehabilitative mental health services ("Outpatient Services/Rehabilitation Services"). Outpatient Services/Rehabilitation Services are intended to identify and provide assistance in locating and obtaining adequate and appropriate living arrangements and supportive resources (medical, social, vocational and educational) to enhance clients' potential for successful community placement.

1. Ongoing Outpatient Services/Rehabilitation Services shall include, but not be limited to: assessment/evaluation, plan development, individual and group counseling (including dual diagnosis and co-occurring support groups), collateral services, rehabilitation services, case management, and crisis intervention. Services may incorporate the Community Housing Rehabilitation Independent Skills ("CHRIS") program which provides living skills assessments and training provided by a licensed occupational therapist and student interns for residents in all MHA owned housing sites, Spring Street Shelter, transitional housing and community clients.
2. Contractor shall provide three hundred fifty thousand (350,000) minutes of Outpatient Services/Rehabilitation Services to one hundred sixty-five (165) unduplicated adult clients. These numbers reflect all units of service, not only billable units of service.
3. Contractor shall provide at least a total of one hundred fifty thousand (150,000) billable units of service from outpatient services and rehabilitation services.
4. Referrals for Outpatient Services/Rehabilitation Services will be coordinated with BHRS Adult Supervising Mental Health Clinicians and/or clinic staff of regional clinic sites. These services will be provided to at least nineteen (19) residents of the St. Matthew residential hotel; at least twenty-two (22) residents of Belmont Apartments; and at least one hundred fifteen (115) residents in scattered safe community housing.
5. Contractor shall provide community based case management services to an active case load of one hundred thirty (130) BHRS clients with a client staff ratio of not more than one (1) to twenty-six (26).
6. Contractor will manage transportation needs of clients in all contractor sponsored programs. Contractor will determine client's ability to use public transportation, Red-iwheels, staff-provided transportation, or taxis. Contractor will provide orientation and training to clients about transportation utilization when needed.

7. Contractor will discuss cases of all clients who have not received care within the previous ninety (90) day period with BHRS Unit Chief and/or contract monitor to review for appropriate level of care and/or need to close the case.

C. Friendship Center/Community Friends

1. Contractor shall operate Friendship Centers for community based social, recreational, wellness, and educational programs. Services and programming may include meals, arts and crafts, and groups such as WRAP or Ash Kickers, cooking, and social and rehabilitative outings. Services will be located in at least five (5) sites throughout San Mateo County ("Friendship Centers"). Friendship Centers shall include programs based in Daly City and East Palo Alto, and may include programs based in San Mateo, Belmont and Redwood City.
  2. Contractor shall provide seven thousand (7,000) client days of services at the Friendship Centers. A "client day" is one client's participation for one day. Contractor will provide Friendship Center services for at least three hundred seventy-five (375) unduplicated clients per year and each location will maintain an attendance of at least ten (10) clients per client day.
  3. Friendship Centers will maintain an 8:1 client to staff ratio which may include volunteers.
  4. Contractor shall operate a Community Friends Program which will provide a companion/support network for isolated individuals so they can safely participate in community activities ("Community Friends Program"). Contractor will provide up to one thousand (1,000) hours of Community Friends Program services.
  5. Contractor will outreach to sites within each Community Service Area and will provide written information regarding the Community Friends Program to identify clients who can utilize those services as well as criteria for identifying peers to provide the services.
- D. Flexible Fund, Stipend Fund, Pathways Flexible Fund, Total Wellness Flexible Fund, Lived Experience Scholarship Fund, and Veterans Treatment Court Flexible Fund.

1. Contractor shall manage the fiscal distribution of the Flexible Fund of the Adult Services System of Care ("Flexible Fund"). The Flexible Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Flexible Funded goods and services, Contractor shall appropriate the amount requested to the specified vendor or to reimburse a provider.
2. Contractor shall manage the fiscal distribution of the Consumer/Family Member Stipend Fund of the Adult Services System of Care ("Stipend Fund(s)"). The Stipend Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Stipend Funds, Contractor shall appropriate the amount requested to the specified consumer/family member.
3. Contractor shall manage the fiscal distribution of the Flexible Fund of the program ("Pathways Flexible Fund"). The Pathways Flexible Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Pathways Flexible Funded goods and services, Contractor shall appropriate the amount requested to the specified vendor or to reimburse a provider.
4. Contractor shall manage the fiscal distribution of the Total Wellness Flexible Fund. This Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Total Wellness Flexible funded goods, services, and consumer/family stipends, Contractor shall appropriate the amount requested to the specified vendor or reimburse a provider.
5. Contractor shall manage the fiscal distribution of the Veterans Treatment Court Flexible Fund. This Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Veterans Treatment Court Flexible funded goods, services, and consumer/family stipends, Contractor shall appropriate the amount requested to the specified vendor or reimburse a provider.
6. Contractor shall manage the fiscal distribution of the Lived Experience Scholarship Fund for the fiscal year. Students with lived experience enrolled at an accredited community college or four-year university will submit applications to the Contractor for the scholarships which are FIVE HUNDRED DOLLARS (\$500) each. Up to twenty (20) scholarship recipients will be chosen. Contractor will oversee the scholarships which are intended to defray costs of tuition and supplies. Those with lived experience are identified as mental health/alcohol and other drug consumers and/or family members of consumers who are engaged in service at BHRS or contracted agency program.



Specific responsibilities of Contractor:

- a. Create and distribute applications to up to twenty (20) students enrolled in college of choice and who have the following qualifications:
    - i. Enrolled in college of choice for at least six units of coursework
    - ii. Interest in pursuing a career in behavioral healthcare as expressed in detail in scholarship application
  - b. Review applicant's registration at the time of application for scholarship to determine student status. Applicants are to review with Contractor their education plan at the time of award.
  - c. In addition to creating the application form, Contractor shall review application and select the candidates.
  - d. Require Scholarship Recipient to sign contract stipulating the requirement to provide receipts and make good faith effort to collect them at the end of the semester.
7. Administrative costs include the following activities:
- a. Processing checks (postal costs included);
  - b. Administrative time in receiving authorized funds, returning documentation of completed transactions and sending fiscal expenditure reports to BHRS Administration;
  - c. Bonding insurance coverage costs (liability coverage separate from typical malpractice requirements).
8. Specific administrative activities shall include:
- a. Receive and process Flexible Fund, Stipend Fund, Pathways Flexible Fund, Total Wellness Flexible Fund, and Veterans Treatment Court Flexible Fund authorization forms;
  - b. Issuance of checks to specified vendors, providers, or consumer/family members (for reimbursement purposes);
  - c. Maintain proper documentation of checks distributed and transactions completed (e.g., receipts received);
  - d. Provide monthly fiscal reports of Flexible Fund, Stipend Fund, Pathways Flexible Fund, Total Wellness Flexible Fund expenditures, Veterans Treatment Court Flexible Fund, and Lived Experience Scholarship Fund and;

- e. Provide a six (6) month and final year report showing fund distribution for the General Flexible Fund, Housing Assistance funds, Stipend Fund, Pathways Flexible Fund, Total Wellness Flexible Fund, Veterans Treatment Court Flexible Fund, and Lived Experience Scholarship Fund.
- f. Provide a running balance of the total flexible fund loan amount owed by each consumer on a quarterly basis to BHRS contract monitor.

E. Shelter Plus Care Project Coordination

Contractor shall provide the following services for the Shelter Plus Care Project:

- 1. Act as information and coordination hub for Shelter Plus Care Project.
- 2. Co-lead the Shelter Plus Care Screening Committee.
- 3. Coordinate with BHRS housing liaison and attend regional and relevant ad hoc Shelter Plus Care Committee meetings and disseminate information to Shelter Plus Care County representative and contract agencies.
- 4. Maintain current Program Information System.
- 5. Maintain computer and reporting system with contract agencies that track all data and information necessary for the completion of the HUD annual progress report, including the program's measurable objectives.
- 6. In conjunction with the Housing Authority, complete and submit to HUD the Annual Progress Report.

F. Continuum of Care Permanent Supportive Housing Project (SHP)

In cooperation with the Housing Authority of San Mateo, Contractor shall provide supportive services to assist participants in maintaining their housing in the community. These services shall include intensive case management, mental health and substance abuse services, health care, and access to educational and vocational programs. Services shall be provided to fourteen (14) homeless clients selected to participate in this project.

G. Provider-owned Property Integrated Full Service Partnership (IFSP)

All tenants at Cedar Street apartments will be members of the IFSP. They will be provided with case management and support services and on-site recovery based education and activities.

1. Selection of tenants will meet all housing funding criteria plus a need to live in a site-based supportive community. Level of care will be based on an assessment including Locus Level of at least seventeen (17) with a history of acute and/or sub-acute hospitalization.
2. Contractor will coordinate the tenant outreach and selection process. The process will include: outreach and marketing to a variety of entities that serve potentially eligible individuals; a selection process that includes the appropriate FSP eligibility and for the applicants for the MHSA-funded units, MHA participation in the BHRS MHSA criteria review committee.
3. Contractor will coordinate the moving process for selected tenants.
4. Contractor Case Management staff will be the assigned coordinated care provider and will assume this responsibility when a tenant is selected for Cedar Street Apartment.
5. The following services will be provided:
  - a. Comprehensive Case Management Services including regular visits, referral for medical or mental health services, assistance with completion of forms and applications, medication management and regular support and assistance in symptom and illness management.
  - b. Daily Living Skills Training including, but not limited to, cooking, budgeting, money management, and cleaning.
  - c. Transportation Assistance and Training which will include support and assistance with completing transit discount application, help in using schedules and one-on-one support in using any and all needed forms for public transportation.
  - d. Pre-Employment Activities, e.g., resume writing, employment interview techniques and practice, and job search.
  - e. Social and Recreational Activities through Contractor's Friendship Center Programs, on-site social activities and participation in Heart and Soul-sponsored activities.
  - f. Occupational Therapy and Treatment, including an assessment of daily living skills and follow-up treatment recommendations for deficits, inventory of learning styles, etc.
  - g. Coordination of services provided by external agencies and/or other programs in which the client is enrolled.



## 6. Medication and Medication Support

Medication assistance will include at least daily medication reminders, nursing support and education, and coordination with medication provider. The Contractor will not be responsible for medication evaluation and provision.

## H. Property Management

County agrees and acknowledges that Contractor owns property used to provide permanent and transitional housing for adults with serious mental illness. Some properties are owned and their respective programs operated by Contractor, other properties are owned by Contractor with their respective programs operated in collaboration with other community based non-profit agencies.

1. For properties that are owned by Contractor and for which their respective programs are operated by Contractor, Contractor will provide services which include: Screening clients for eligibility as property residents; rental and leasing to clients; regular property inspections for health, safety, habitability, and County and local code compliance; rent collection; and staffing to ensure property repair and maintenance is completed in a timely manner. Such properties include: Villa Terrace, Burlingame Apartments, and Hurlingame House.
  2. For properties that are owned by Contractor and for which their respective programs are operated in collaboration with other community based non-profit agencies, Contractor will provide services which include: Completion of rental contracts between Contractor and clients; regular property inspections for health, safety, habitability of non-residential community areas, and County and local code compliance; rent collection; and staffing to ensure property repair and maintenance is completed in a timely manner. In cooperation with such other community based non-profit agencies, contractor will also participate in review of residential units as tenants move into or out of the property to assess needed repairs and assign responsibility for payment for repairs in excess of normal wear and tear. Such properties include: Clinton Street, 3<sup>rd</sup> Avenue, and Santa Barbara.
- I. Mental Health Services Act Funded Full Service Partnership Housing Support Program (Edgewood Turning Point)
1. Description of Services for Housing Support Program

- a. Contractor shall provide housing services for Transition-Age Youth Full Service Partnership (“FSP”) Provider.
- b. Contractor shall be responsible for managing service enriched housing that offers integrated housing and support services for the Housing Support Program geared toward achieving maximum levels of residential stability and improved health outcomes for enrollees.

## 2. Description of Housing Support Program

- a. Locate and obtain needed units of housing.
- b. Ensure that leased housing remains in clean, safe, and habitable condition.
- c. Promote a “whatever it takes” attitude to ensure that seriously emotionally disturbed (“Seriously Emotionally Disturbed” or “SED”) and seriously mentally ill (“Seriously Mentally Ill” or “SMI”) clients are supported and encouraged to access and maintain housing.
- d. Work seamlessly and flexibly with FSP Provider to ensure that tenants receive all practical chances and opportunities to remain housed. This will require the utilization of creative, harm reduction based techniques that go well beyond standard property management practices and activities.
- e. Effectively manage relationship with property owners including timely payment of rent, monitoring and enforcement of lease provisions, and problem solving in the event of disruptive tenant behavior.
- f. When all reasonable interventions have been exhausted, manage eviction, transfer, or the voluntary vacating of the unit in a timely, professional, and consistent manner in compliance with all State and local housing laws.

## 3. Populations to Be Served

- a. Twenty (20) individuals made up of youth ages eighteen (18) to twenty-five (25) and emancipated minors ages sixteen (16) to eighteen (18) (collectively referred to as “Transition Age Youth” or “TAY”)
- b. SED and dually diagnosed Transition Age Youth at risk of or returning from residential placement or emancipating, with past juvenile justice or child welfare involvement.

- c. SED and dually diagnosed homeless Transition Age Youth and Transition Age Youth exiting school based, individual educational plan (IEP) driven services.
- d. Newly identified Transition Age Youth that are experiencing a “first break” and have been recently diagnosed with a psychotic disorder. This target population may or may not have had prior involvement with the mental health, juvenile justice and/or child welfare systems.

#### 4. Housing Characteristics

- a. Contractor will ensure that tenants have safe, decent, affordable housing in a state of good repair, and that ongoing maintenance and repairs occur in a timely manner. Before leasing, each unit will be inspected by the Property Manager and Occupational Therapist (as each is defined in Paragraphs II.H.14.a.iii. and II.H.14.d. respectively, of this Exhibit A) to identify any deficits relating to housing occupancy standards (HOS). These items will require repair by the landlord prior to move-in.
- b. In addition to health and safety issues in identifying appropriate sites for housing, Contractor shall look at issues of access to transportation, banks, churches, parks, shopping and employment. All of these considerations will play a major role in identifying and selecting housing units for this project. On an individual basis, each unit must include a stove, refrigerator, smoke detectors, sufficient electricity to operate several appliances (at least 110 amps), window coverings, deadbolt locks, and the ability to have cable or satellite television and internet services.

#### 5. Type of Housing

- a. The plan for identifying housing will incorporate both multiple units in single sites as well as single units in scattered sites located throughout San Mateo County so that tenants can access their health care and mental health care providers, may reside close to family and other supports, and can have opportunity and choice. These are all elements critical to successful housing.
- b. As appropriate, housing options will be identified which provide elements of assisted living and 24-hour care, semi-independent living, and/or board and care facilities.

## 6. Collaborative Approach

- a. Meetings between the Property Manager and the Program Supervisor, and the FSP Provider representatives will occur on a regular basis. County will ask each FSP Provider to assign one (1) person as the single point of responsibility for contact for that agency ("FSP Provider Administrator"). Contractor will also identify a primary person to serve as the single point of responsibility and contact for the Housing Support Program. These individuals will be responsible for the coordination of communication between the two (2) entities. Additionally, Contractor will be responsible for ensuring that the following specific activities occur:
- b. Property Manager will notify case managers/FSP provider staff of any problematic behavior or other circumstances that could lead to housing instability within twenty-four (24) hours of becoming aware of such behavior or circumstance, including late payment of rent.
- c. Contractor staff will meet with the FSP Provider staff for regularly scheduled meetings at a minimum of once per month.
- d. No eviction proceedings will begin without prior notification and/or case conference with the FSP Provider.
- e. Contractor's Executive Director and Associate Director will meet with FSP Provider management on an as needed basis to resolve communication and other issues that arise between line staff.
- f. Contractor's Executive Director will meet regularly with BHRS Deputy Director for Child and Youth Services and the FSP Provider Administrator to review housing trends.
- g. BHRS Deputy Director for Child and Youth Services will be the arbiter of conflicting needs requests and determine housing priorities in consultation with Contractor and FSP Provider Administrator.

## 7. Client Selection and Placement

- a. A personal meeting with the tenant will be held to complete the screening process. This will focus on assessing the likelihood that any applicant will be able to meet the essential requirements of tenancy as expressed in the lease as follows:
  - i. To pay rent and any other charges in a timely manner.



- ii. 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, to report significant maintenance needs in a timely manner.
    - iii. To respect the personal and property rights of others.
    - iv. To not engage in criminal activity that threatens the health and/or safety of other residents or staff.
    - v. To comply with health and safety codes and necessary and reasonable rules and program requirements.
  - b. Assessment for housing shall include a criminal justice background check, rental history and income verification. This will allow the rent to be set on a per person basis.
  - c. If problems, issues or concerns arise, the Property Manager will meet with FSP Provider Administrator to determine if accommodations of some type are required.
8. Specific expectations pertaining to the rent-up process include:

After initial rent up and when a unit becomes vacant, Contractor will ensure that such unit is ready for occupancy within four (4) weeks. If there are extenuating circumstances that cause placement to happen later than four (4) weeks, Contractor will notify the County.

9. Rent And Tenant Relations

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

- a. Contractor will ensure that the Property Management Staff will make themselves available by phone to tenants twenty-four (24) hours a day/seven (7) days per week.
- b. Contractor staff will be available by phone or in person 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 a 3<sup>rd</sup> 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 ensure that the Property Management Staff will proceed according to all legal statutes 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 individual, the Property Manager, the Program Supervisor and the FSP Provider staff. 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 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. Maintenance And Unit Habitability

- a. One hundred percent (100%) of the units will meet local building and health codes at time of initial rent-up.
- b. One hundred percent (100%) of the units will receive a thorough annual housing quality inspection including but not limited to inspections of smoke detectors, plumbing, gas, electricity and heating systems
- c. Any hazards or other unsafe or unhealthy conditions that are reported by tenant, landlord, or program personnel will be investigated within forty-eight (48) hours. Life/safety issues (including, but not limited to, heating, plumbing, and electrical systems) will be corrected within twenty-four (24) hours; 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 a suitable resolution has not occurred, Contractor will report such occurrence to BHRS Deputy Director for Adult and Older Adult Services.

## 12. Landlord Relationship

- a. Contractor will ensure that the Property Management Staff responds to all non-emergency complaints or calls for assistance from program landlords within twenty-four (24) hours.
- b. Contractor will ensure that the Property Management Staff will respond to all emergency calls from landlords within two (2) hours.
- c. Contractor will ensure that all landlords receive their rent each month on or before the date stipulated in the rental agreement.
- d. Contractor will enter into rental agreements for all independent housing units rented and such agreement will include all customary tenant/landlord provisions.
- e. Contractor will make all reasonable efforts to maintain positive relationships with program landlords.

## 13. Furnishings

- a. At the point of assessment, the Property Manager, the Program Supervisor, and FSP Provider staff will work collaboratively upon referral to identify the most appropriate sites, required community amenities and resident needs. This information will all be used to create or find the optimal setting for each individual.
- b. All units will have a base level of amenities and Contractor will make every effort to obtain donated furnishing for tenants of this program. Only items of good quality or better will be accepted and used. Contractor will not be responsible for storage or transportation of items.

## 14. Staffing Operations

- a. Property Management
  - i. The parties agree and acknowledge that Contractor will self manage through agency staff all aspects of property management as identified below:

- ii. In order to protect client privacy, Contractor will share with the Property Management staff only the minimum client information necessary to carry out the duties hereunder. Further, no confidential mental health information will be disclosed by Contractor to the Property Management staff, nor any information prohibited from disclosure under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- iii. The agency will hire one (1.0) part-time property manager to provide property management services for the Housing Support Program ("Property Manager"). The Property Manager hours will be flexed to provide twenty-four (24) hour coverage, much of it on-call after initial lease up.
- iv. The Property Manager will provide twenty-four (24) hour phone response. At all times tenants and landlords will be able to reach a person to report or address a problem.
- v. The Property Manager will provide a property repair specialist (a handyman) to attend to minor repairs and maintenance of the sites.

b. Program Supervisor

As prospective tenants are identified the Program Supervisor will be responsible for orienting them to health and safety aspects of their units, local transportation and other nearby amenities such as grocery stores and shopping center, parks, libraries, banks, churches, etc.

c. Associate Director

Contractor shall provide a twenty percent (.20) FTE associate director ("Associate Director") for the Housing Support Program who will function as the liaison between the Contractor and FSP Providers, representative payees, vendors, and will provide reporting details to funders. The Associate Director will provide general oversight of the Housing Support Program and its operations, supervise all staff, ensure completion of all reports, budgets and financial statements, oversee the work of the Property Management Firm, and function as the Housing Support Program liaison between Contractor and BHRS.

d. Occupational Therapist

Contractor shall provide a twenty percent (.20) FTE occupational therapist ("Occupational Therapist") for the Housing Support Program. The Occupational Therapist will work with each resident to assure that he or she is knowledgeable about cleaning expectations and truly



understand what products to use, how and when. Periodically the Occupational Therapist may return to the housing sites to work with clients who need additional support and assistance.

#### J. Single Case Agreement

Contractor will provide housing and three meals per day for one client with serious mental illness. This client, who is without income and benefits, has been with BHRS for several years. The latest round of services began at Contractor's Spring Street Shelter. From there, client moved into transitional housing, then into more permanent housing. The appropriateness of this current housing plan will be assessed on an annual basis on the anniversary of client's entry therein.

### III. ADMINISTRATIVE REQUIREMENTS

#### A. Record Retention

Paragraph 13 of the Agreement and Paragraph I.U.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<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

#### 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](mailto: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 eight (8) hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS Office of Diversity and Equity by March 31<sup>st</sup>, 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 31<sup>st</sup>, 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](mailto:jafrica@smcgov.org)) to plan for appropriate technical assistance.

#### D. Licensing Reports

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

#### E. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A) which is located online at: <http://smchealth.org/SOCMHContractors>, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.aodsystems.com/SMC/Index.htm>, and is incorporated by reference herein.

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).

#### F. Certification

Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.

## G. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

### 1. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County 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 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](http://www.Exclusions.OIG.HHS.Gov).

### 2. California Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov>, once there, type in "medi-cal suspended and ineligible provider list" in the search box

## H. Advance Directives

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



I. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the agreement Section 10. Compliance with laws; payment of Permits/Licenses.

J. 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.

K. 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.

L. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS 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.

M. 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.

#### N. Fingerprint Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children or others who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

#### O. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical staff (or obtain a waiver). All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form and submitted to the BHRS Quality Management team. Thereafter, on a yearly basis, Contractor is responsible to conduct a re-credentialing check verifying the NPI number, and ensure that qualification standards have been met and all applicable licenses are current.

#### P. Staff Termination

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

#### Q. Minimum Staffing Requirements

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

R. Contractor and County agree to amend this Agreement to include new requirements for this contract term pertaining to reimbursement for services provided, clinical documentation requirements, the contractor's quality assurance processes and procedures, and procedures for the disallowance of services when payment has already been made to the Contractor. Those new provisions have not been finalized in time to be included in this Original Agreement, and will be added through an amendment to the agreement during FY 2014-15. Changes made through the Amendment will be made in order to be in compliance with State and federal requirements for the provision of Medi-Cal funded services, and will include any additional related provisions as deems necessary by the County.

#### IV. GOALS AND OBJECTIVES

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

##### A. Satisfaction

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

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

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

Objective 3: At least ninety percent (90%) of tenants will express satisfaction with the property management services.

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

##### B. Shelter

Goal: Contractor shall increase the independence of clients by assisting them in obtaining any and all necessary support services (e.g., financial assistance, housing, medical/psychiatric services, etc.) to facilitate a higher level of self-sufficiency.

Objective: A minimum of fifty percent (50%) of clients shall obtain stable (permanent or transitional) housing upon discharge.

Data collection to be completed by the Contractor.

C. Outpatient Services/Rehabilitation Services and Continuum of Care  
Permanent Supportive Housing Project (SHP)

1. Hospitalizations

Goal: To increase or maintain the client's ability to remain in the community and out of the hospital.

Objective: No more than fifteen percent (15%) of the clients in each of the programs listed in this Paragraph IV. C. shall be hospitalized.

Data to be collected by Contractor.

Note: Contractor shall establish baseline data for the contract year in order to set realistic outcomes for subsequent contract years.

2. Homeless

Goal: To increase or maintain the client's ability to remain in community housing and not becoming homeless.

Objective: No more than five percent (5%) of clients in each of the programs listed in this Paragraph IV.C. shall become homeless.

Data collection to be completed by Contractor.

3. Employment

Goal: To increase or maintain the client's ability to work in paid or unpaid positions, or actively seeking employment.

Objective: There shall be an increase of at least five percent (5%) in the number of clients in each of the programs listed in this Paragraph IV.C. who are working in paid or unpaid positions, or actively seeking employment.

Note: Contractor shall establish baseline data for the contract year in order to set realistic outcomes for subsequent contract years.

Data collection to be completed by Contractor.



#### 4. Incarcerations

Goal: To increase or maintain the client's ability to remain in the community and not being incarcerated.

Objective: No more than five percent (5%) of clients in each of the programs listed in this Paragraph IV.C. shall be incarcerated.

Data collection to be completed by Contractor

#### 5. MHSA funded Full Service Partnership Housing Support Program

Goal: To increase or maintain the probability of clients remaining in housing.

Objective: At least eighty-five percent (85%) of situations that could result in eviction will be resolved without loss of housing for tenant.

To document success in meeting this objective, Contractor will develop, and submit to the County, a list of primary actions or behaviors that typically lead to eviction and a mechanism for tracking when those behaviors occur, what specific actions were taken to ameliorate the situation, and whether or not a loss of housing was avoided.

The overall evaluation of the program will be determined by tenants successfully maintaining housing. This will be tracked monthly by Contractor and reported to County.

#### D. Lived Experience Scholarship Fund

Goal: To provide accountability and oversight of the Lived Experience Scholarship Fund to prepare workforce with lived experience entry into the broad field of behavioral health and recovery services.

Objective: One hundred percent (100%) of the Scholarship Recipients will complete coursework in behavioral healthcare the semester the scholarship is awarded.

Data collection to be completed by Contractor.

End of Exhibit A

EXHIBIT B – PAYMENTS AND RATES  
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY  
FY 2014 – 2015

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed ONE MILLION SEVEN HUNDRED ELEVEN THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS (\$1,711,549).

<u>Service Component</u>	<u>Maximum Amount</u>
Emergency Housing/Shelter (Spring St. Shelter)	\$427,718
Outpatient Services/Rehabilitative Services	
CHRIS Program	52,415
Services to clients in the community	322,483
Supported Housing Project (Belmont Apts.)	200,953
Supported Housing Project (Cedar Street Apts.)	115,360
Transportation	<u>927</u>
Total Outpatient Services/Rehabilitative Services	692,138
Friendship Center/Community Friends	77,798
Flexible Funds	
Flexible Funds	53,985
Flexible Funds administration	8,098
Stipend Funds	9,000
Stipend Funds administration	1,000
Pathways Flexible Fund	27,000
Pathways Flexible Fund Administration	3,000
Total Wellness Flexible Fund	20,000
Total Wellness Flexible Fund Administration	2,000
Lived Experience Scholarship Fund	10,000
Lived Experience Scholarship Administration	1,000
Veterans Treatment Court Flexible Fund	18,797
Veterans Treatment Court Flexible Fund Administration	<u>2,089</u>
Total Flexible Funds	155,969
Shelter Plus Care Project Coordination	64,592
Continuum of Care Supported Housing Project (SHP)	18,393

Property Management	62,132
MHSA Supported Housing (TAY)	206,000
Single Case Agreement	6,810
Total Maximum Obligation	<u>\$1,711,549</u>

#### B. Rate of Payment

The maximum amount County shall be obligated to pay Contractor for services listed below shall not exceed ONE MILLION FIVE HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$1,555,580). Unless otherwise authorized by the Chief of the Health System or designee, the rate of payment by County to Contractor shall be one-twelfth (1/12<sup>th</sup>) of the maximum amount per month, or ONE HUNDRED TWENTY NINE THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS (\$129,632). This reflects the 3% COLA increase that is effective as of January 1, 2014.

Service Component	Maximum Amount
Emergency Housing/Shelter (Spring Street Shelter)	\$ 427,718
Outpatient Services/Rehabilitative Services	692,138
Friendship Center/Community Friends	77,798
Shelter Plus Care Project Coordination	64,592
Supportive Housing Project (SHP)	18,393
Property Management	62,132
MHSA Supported Housing (TAY)	206,000
Single Case Agreement	6,810
Total	<u>\$ 1,555,580</u>
1/12 <sup>th</sup> payment per month	\$ 129,632

#### C. Flexible Funds, Stipend Funds, Pathways Flexible Fund, Total Wellness Flexible Fund, and Lived Experience Scholarship Fund

##### 1. Flexible Funds

Subject to the availability of State funding, Contractor shall receive a maximum of SIXTY-TWO THOUSAND EIGHTY-THREE DOLLARS (\$62,083) for the Flexible Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the contract year shall be returned to County. Contractor shall invoice the County monthly for such services.

- a. The maximum Flexible Fund expenditures amount is FIFTY-THREE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS (\$53,985). At the beginning of the contract year, Contractor may request an advance of up to thirty percent (30%) of the maximum expenditure amount or SIXTEEN THOUSAND ONE HUNDRED NINETY-SIX DOLLARS (\$16,196).

- b. Contractor is entitled to EIGHT THOUSAND NINETY-EIGHT DOLLARS (\$8,098) for administrative costs for managing the Flexible Fund.

## 2. Stipend Funds

Subject to the availability of State funding, Contractor shall receive a maximum of TEN THOUSAND DOLLARS (\$10,000) for the Stipend Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the contract year shall be returned to County. Contractor shall invoice the County monthly for such services.

- a. The maximum Stipend Fund expenditures amount is NINE THOUSAND DOLLARS (\$9,000).
- b. Contractor is entitled to ONE THOUSAND DOLLARS (\$1,000) for administrative costs for managing the Stipend Fund.

## 3. Pathways Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of THIRTY THOUSAND DOLLARS (\$30,000) for the Pathways Flexible Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the contract year shall be returned to County. Contractor shall invoice the County monthly for such services.

- a. The maximum Pathways Flexible Fund expenditures amount is TWENTY-SEVEN THOUSAND DOLLARS (\$27,000). At the beginning of the contract year, Contractor may request an advance of up to thirty percent (30%) of the maximum expenditure amount or EIGHT THOUSAND ONE HUNDRED DOLLARS (\$8,100).
- b. Contractor is entitled to THREE THOUSAND DOLLARS (\$3,000) for administrative costs for managing the Pathways Flexible Fund.

## 4. Total Wellness Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of TWENTY-TWO THOUSAND DOLLARS (\$22,000) for the Total Wellness Flexible Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the fiscal year shall be returned to County. Contractor shall invoice the County monthly for such services



- a. The maximum Total Wellness Flexible Fund expenditures amount is TWENTY THOUSAND DOLLARS (\$20,000).
- b. Contractor is entitled to TWO THOUSAND DOLLARS (\$2,000) for administrative costs for managing the Total Wellness Flexible Fund.

5. Lived Experience Scholarship Fund

Subject to the availability of State funding, Contractor shall receive a maximum of ELEVEN THOUSAND DOLLARS (\$11,000) for the Lived Experience Scholarship Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the fiscal year shall be returned to County. Contractor shall invoice the County monthly for such services.

- a. The maximum Lived Experience Scholarship Fund expenditures amount is TEN THOUSAND DOLLARS (\$10,000).
- b. Contractor is entitled to ONE THOUSAND DOLLARS (\$1,000) for administrative costs for managing the Lived Experience Scholarship Fund.

4. Veteran's Drug Court Treatment Flexible Fund

Subject to the availability of federal grant funding, Contractor shall receive a maximum of TWENTY THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS (\$20,886) for the Veteran's Drug Court Treatment Flexible Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the contract year shall be returned to County. Contractor shall invoice the County monthly for such services.

- a. The maximum Veteran's Drug Court Treatment Flexible Fund expenditures amount is EIGHTEEN THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS (\$18,797).
- b. Contractor is entitled to TWO THOUSAND EIGHTY-NINE DOLLARS (\$2,089) for administrative costs for managing the Veteran's Drug Court Treatment Flexible Fund.

D. Single Case Agreement

Contractor shall be paid a maximum monthly amount of FIVE HUNDRED FIFTY-ONE DOLLARS (\$551). Of this amount, \$501 is for the client's room and board and \$50 is for personal expenses.

- E. Contractor's FY 2014-15 budget is attached and incorporated into this Agreement as Exhibit C.
- F. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- G. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and /or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- I. In the event this Agreement is terminated prior to June 30, 2015, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- K. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- L. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- M. Monthly Invoice and Payment
  - 1. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.
    - a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10<sup>th</sup>) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

County of San Mateo  
Behavioral Health and Recovery Services  
Contracts Unit  
225 37<sup>th</sup> Avenue, Third Floor  
San Mateo, CA 94403

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

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

Q. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

R. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Chief of the Health System or designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph I.O of this Exhibit B.



3. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in Paragraph I.A.1 of this Exhibit B.

#### S. 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 before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph 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 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.

## T. Beneficiary Billing

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

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

#### V. Unspent Funds

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

1. Contractor shall submit a projected calculation of any savings no later than 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 calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.



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

End of Exhibit B

**Exhibit C - MHA of San Mateo County - FY 2015 Budget**

	FY 2015 Total Budget	Friend. Ctr.	Shelter	Trans. Hsg.	CHRIS
<b>EXPENDITURES</b>					
Salaries	\$1,281,345	\$93,970	\$339,251	\$31,439	\$35,597
FICA	\$98,023	\$7,189	\$25,953	\$2,405	\$2,723
SUI	\$13,000	\$850	\$2,750	\$750	\$225
Workman's Comp	\$43,321	\$855	\$18,332	\$1,590	\$1,550
Retirement	\$19,882	\$1,765	\$5,500	\$0	\$0
Medical/Dental/Vision 24% inc.	\$203,268	\$13,010	\$35,252	\$9,779	\$1,750
Independent Contractors	\$47,737	\$18,584	\$3,500	\$4,000	\$0
Liability Insurance	\$46,806	\$500	\$4,700	\$1,300	\$242
Audit and Accounting	\$1,750		\$0		
Property Management	\$119,100				
Office Supplies	\$13,220	\$1,050	\$1,100	\$200	\$350
Telephone	\$21,070	\$500	\$4,400	\$150	\$0
Friendship Center Activities	\$29,500	\$29,500			
Program Activities	\$23,365	\$0	\$2,500	\$1,500	\$2,500
Direct Client Assistance	\$614,943	0			
Mortgages/Occupancy/Reserve	\$69,250	\$13,500	\$17,000	\$0	
Food/Housekeeping Supplies	\$33,000	\$600	\$16,500	\$6,800	\$500
Utilities	\$90,700		\$12,500	\$5,500	
Printing	\$1,600	\$150	\$150		
Postage	\$3,989	\$800	\$700		
Subscriptions/Publications	\$425	0	\$250	\$125	
Equipment/Maintenance	\$122,255	\$3,500	\$25,550	\$6,350	\$1,000
Property Tax	\$27,466	0	\$600		
Transportation (Mileage)	\$36,900	\$3,000	\$350	\$750	\$1,000
Hotels/Meals/Meetings	\$2,550	\$500	\$800	\$100	\$100
Staff Recruitment/Training	\$8,903	\$250	\$2,000	\$503	\$100
ADM./MGMT.	\$466,450	\$8,085	\$27,137	\$15,862	\$8,065
<b>Total</b>	\$3,439,818	\$198,158	\$546,775	\$89,103	\$55,702
<b>Income</b>					
Foundations/Contributions	\$233,575	\$75,635	\$40,794	\$1,007	\$22,433
Investment Income	\$76,910	\$7,500	\$15,000	\$0	
Mental Health Association Rental Income	\$533,683	\$5,225	\$0	\$11,195	
HUD/FEMA	\$142,284		\$15,000	\$43,945	
CDBG	\$20,000	\$0	\$20,000		
Services to Clients in the Comm.	\$409,649		\$26,263	\$26,778	\$10,855
Supported Housing Project (Belmont)	\$195,100				
Flex/Stipend/Pathway Client Services	\$130,985				

**Exhibit C - MHA of San Mateo County - FY 2015 Budget**

Friendship Ctr/Community Friends	\$77,798	\$77,798			
CHRIS	\$52,414	\$ 30,000			\$22,414
Shelter Plus Care Administration	\$62,711				
Emergency Housing/Shelter	\$427,718		\$427,718		
Flexible Fund Administration	\$16,098				
Mental Health Prop. Mgmt.	\$30,600		\$ -	\$ 5,675	
County AIDS Program	\$657,090				
San Mateo Co. Housing Authority	\$38,714				
County Cont. of Care SHP	\$18,393				
Mid-Peninsula Housing Corp.	\$18,189				
Training Support	\$5,003	\$ 1,000	\$ 2,000	\$ 503	
Cedar Street Apartments, Inc.	\$3,874				
Mental Health Housing Support	\$206,000				
Other Income	\$83,030	\$ 1,000			
<b>Total Income</b>	<b>\$3,439,818</b>	<b>\$198,158</b>	<b>\$546,775</b>	<b>\$89,103</b>	<b>\$55,702</b>

**Exhibit C - MHA of San Mateo County - FY 2015 Budget**

SAYAT	S+C	Supp. Hsg.	St Matthew	Clinton	Hurlingame	Villa Terrace	Burlingame	Sta. Barbara
\$65,664	\$67,057	\$45,312	\$43,576	\$ -		\$ -	\$ -	\$ -
\$5,023	\$5,130	\$3,466	\$3,334	\$0	\$0	\$0	\$0	\$0
\$550	\$850	\$200	\$300					
\$800	\$1,031	\$475	\$408					
\$ 1,630	\$1,600	\$0						
\$14,620	\$15,820	\$9,410	\$8,632					
\$1,250	\$ 1,300	\$1,000	\$1,000		\$1,550	\$ 500		\$0
\$600	\$1,750	\$250	\$200	\$3,500	\$1,500	\$3,200	\$2,400	\$3,382
								\$0
				\$ 4,100		\$ 4,500	\$ 5,500	\$ 7,500
\$400	\$1,200	\$250	\$500	70	100		\$0	\$0
\$1,350	\$1,300	\$150	\$2,600		\$0	\$500		
		\$0						
\$1,000	\$2,500	\$500	\$1,200		\$1,200	\$1,465		
		\$0						
	\$0	\$0	\$0	\$16,450	\$500	\$500	\$5,000	\$2,000
					\$6,000	\$100		
\$1,800	\$1,450			\$8,200	\$7,450	\$5,500	\$9,000	\$7,500
		\$0						
	250	\$50	\$50					
					\$0			
\$2,000	\$2,000	\$0	\$500	\$7,500	\$5,950	\$7,000	\$9,500	\$15,000
				\$114	\$1,700	\$2,000	\$450	\$1,027
\$8,400	\$10,000	\$2,250	\$1,250			\$100		\$ 500
200	\$300	\$100	\$100					
\$400	\$2,500	\$250	\$350					
\$13,814	\$82,717	\$7,457	\$9,541	\$8,755	\$8,446	\$8,549	\$15,000	\$12,000
\$119,501	\$198,755	\$71,120	\$73,541	\$48,689	\$34,396	\$33,914	\$46,850	\$48,909
\$2,406	\$0	\$1,764	\$8,575	\$ -		\$0	\$ -	
			647					
\$ -	\$0			\$35,000	\$30,396	\$32,720	\$46,850	\$46,200
\$83,339								
						\$0		
\$33,756	\$134,544	\$12,249	\$45,354					



Exhibit C - MHA of San Mateo County - FY 2015 Budget

\$62,711

\$ - \$ 776 \$ 13,689 \$ 4,000 \$ 1,194 \$ 2,709

\$38,714

\$18,393

\$18,189

\$ 1,500

\$119,501 \$198,755 \$71,120 \$73,541 \$ 48,689 \$34,396 \$33,914 \$46,850 \$48,909

Exhibit C - MHA of San Mateo County - FY 2015 Budget

3rd Ave.	Belmont Apartments	Cedar Street Apartments	Edgewood	Housing Assist.	Program and Fund Dev.	Mills/ Peninsula and Sequoia Wellness Programs	Flexible Funds	Waverly Place
\$ -	\$188,166	\$75,665	\$ -	\$192,148	\$65,000	\$38,500		
\$0	\$14,395	\$5,788	\$0	\$14,699	\$4,973	\$2,945		
	\$2,750	\$1,750		\$1,260	\$400	\$365		
	\$9,743	\$4,567		\$1,726	\$657	\$1,587		
	\$2,142	\$0		\$7,245				
	\$36,040	\$14,215		\$34,740	\$10,000			
\$0	\$6,500	\$3,350	\$ -	\$1,750		\$3,453		
\$3,382	\$16,200			\$3,700				
\$0	\$1,000	\$750		\$0				
\$ 7,500	\$ 62,500	\$ 27,500	\$ -					
\$0	\$4,000			\$2,500		\$1,500		
	\$7,000			\$3,120				
				\$0				
	\$2,500	\$2,500		\$0		\$4,000		
			\$ 150,000	\$333,958			\$130,985	
\$500	\$ 5,000			\$8,800				
	\$2,500			\$0				
\$7,300	\$24,500			\$0				
	\$800			\$500				
	\$1,000			\$1,139				
				\$50				
\$17,500	\$12,500			\$6,405				
\$1,075	\$6,500			\$0				\$ 14,000
\$ 500	\$7,300	\$850		\$500		\$150		
	\$300	\$0		\$50				
	\$1,500	\$250		\$800		\$0		
\$11,000	\$12,551	\$7,500	\$ 56,000	\$42,000	\$69,873	\$7,500	\$16,098	\$ 18,500
\$48,757	\$427,387	\$144,685	\$206,000	\$657,090	\$150,903	\$60,000	\$147,083	\$32,500
		\$ 20,961.00			\$0	\$60,000		
		0			\$21,263			\$ 32,500
\$46,200	\$231,287				\$48,610			
		\$119,850						
	\$195,100							
						\$130,985		

Exhibit C - MHA of San Mateo County - FY 2015 Budget

						\$16,098		
\$ 2,557				\$657,090				
	\$0							
		\$3,874						
			\$ 206,000					
	\$ 1,000.00				\$81,030			
\$48,757	\$427,387	\$144,685	\$206,000	\$657,090	\$150,903	\$60,000	\$147,083	\$ 32,500

**Attachment C**  
**Election of Third Party Billing Process**

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

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

Option One

Our agency will bill other insurance, and provide 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, Mental Health Association (MHA) of San Mateo County 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, Mental Health Association (MHA) of San Mateo County elect option two.

Melissa Platte  
Signature of authorized agent

Melissa Platte  
Name of authorized agent

(650) 368-3345 x136  
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 37<sup>th</sup> Avenue  
San Mateo, CA 94403  
(650) 573-2284



## Attachment D - Payor Financial Form

<b>AGENCY NAME:</b>		
Client's Last Name/MH ID # (if known)	First Name M.I.	Alias or other names Used
Client Date of Birth	Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, Social Security Number (Required)	26.5 (AB3632) <input type="checkbox"/> Yes <input type="checkbox"/> No IEP (SELPA) start date _____
Does Client have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Share of Cost? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No Client Referred to Medi-Cal? <input type="checkbox"/> Yes, give date: _____ <input type="checkbox"/> No Is this a Court-ordered Placement? <input type="checkbox"/> Yes <input type="checkbox"/> No Does Client have Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check all that apply <input type="checkbox"/> Part A <input type="checkbox"/> Part B <input type="checkbox"/> Part D (effective 1/1/06) What is the Client's Medicare Number? _____		
<b>Responsible Party's Information (Guarantor):</b>		
Name _____	Phone _____	Relationship to Client _____ <input type="checkbox"/> Self
Address _____	City _____	State _____ Zip Code _____
<input type="checkbox"/> Refused to provide Financial Information and will be charged full cost of service.		

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

<b>Gross Monthly Income (include all in the Household)</b> A. Self .....\$ _____ B. Parents/Spouse/Domestic Partner .....\$ _____ C. Other .....\$ _____ Number of Persons Dependent on Income _____	<b>Allowable Expenses</b> 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) \$ _____
<b>Asset Amount (List all liquid assets)</b> A. Savings.....\$ _____ B. Checking.....\$ _____ C. Stocks.....\$ _____	

**3<sup>rd</sup> Party HEALTH INSURANCE INFORMATION**

<b>Health Plan or Insurance Company (Not employer)</b> 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)
<b>Does this Client have Healthy Families Insurance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete San Mateo County Mental Health SED form.	<b>Does this Client have Healthy Kids Insurance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Does this Client have HealthWorx Insurance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> 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 \_\_\_\_\_  
**FAX COMPLETED COPY TO: MIS/BILLING UNIT (650) \_\_\_\_\_**

ENTERED BY _____	San Mateo County Behavioral Health and Recovery Services Use Only CLIENT ACCOUNT # _____	DATA ENTRY DATE _____
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**MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBILITY**

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 E

**FINGERPRINTING CERTIFICATION**

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

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

- ☒ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- ☐ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Mental Health Association of San Mateo County

Name of Contractor

Melissa Platte

Signature of Authorized Official

Melissa Platte

Name (please print)

Executive Director

Title (please print)

8/29/2014

Date



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.

Shane Young  
Name of 504 Person - Type or Print

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

2686 Spring Street  
Street Address or P.O. Box

Redwood City, CA 94063  
City, State, Zip Code

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

Melissa Platto  
Signature

Executive Director  
Title of Authorized Official

8/29/2014  
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."