

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
CAMINAR**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and CAMINAR, 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 providing the professional services hereinafter described for the San  
Mateo County Health System, Behavioral Health and Recovery Services Division.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are 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 I—§ 504 Compliance

Attachment 2—SAMSHA Certification Regarding Lobbying and Certification  
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower  
Tier Covered Transactions

Attachment 3—SAMSHA Certification Regarding Environmental Tobacco Smoke

**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 SEVEN MILLION FOUR HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$7,423,182).

### **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 94402  
Telephone: (650) 573-2038  
Facsimile: (650) 522-9830  
Email: [kacarr@smcgov.org](mailto:kacarr@smcgov.org)

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

Name/Title: Chip Huggins/CEO  
Address: 2600 S. El Camino Real, Suite 200, San Mateo, CA 94403  
Telephone: (650) 372-4080  
Facsimile: (650) 372-9330  
Email: [ChipH@Caminar.org](mailto:ChipH@Caminar.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

CAMINAR

  
\_\_\_\_\_  
Contractor's Signature

Date: 11/4/2014

(Revised 7/1/13)

EXHIBIT A – SERVICES  
CAMINAR  
FY 2014 – 2015

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

I. REHABILITATIVE MENTAL HEALTH SERVICES

A. Introduction

1. Rehabilitative Mental Health Services focus on consumer needs, strengths, and choices; the consumer is always involved in service planning and implementation. The goal of rehabilitation is to help consumers take charge of their own lives through informed decision making. Integrated services are based on the consumer's desired results from mental health services (long term goals) concerning his/her own life, and considering his/her diagnosis, functional impairments, symptoms, disabilities, life conditions, recovery, and rehabilitation readiness. Services are focused on achieving specific shorter term personal milestones (measurable objectives) to support the consumer in accomplishing his/her desired results.
2. Program staffing is multi-disciplinary and strives to reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which 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 consumer meet his/her needs, choices, responsibilities and desires. Programs are designed to use both licensed and non-licensed personnel, peers and family partners who are experienced in providing or supporting behavioral health services.
3. Consumer choice and goals are important factors in determining appropriate and safe housing. Services and supports to assist consumers in safely maintaining housing are based on consumer needs and goals as well as the living environment. Single room occupancy is a highly valued housing choice by consumers and is emphasized in resource development and integrated service planning.
4. Psychiatric services, medication support and service, and medical oversight will be provided by contractor's Medication Clinic Director for Full Service Partnership (FSP), REACH and designated New Ventures consumers.



5. Contractor will coordinate or participate in periodic case conferences about consumers whose care is shared with County treatment teams. This includes, but is not limited, to consumers residing in Redwood House, Hawthorne House, Eucalyptus House, and those receiving case management from New Ventures. Coordination will include treatment plans, consumer progress, and discharge planning.

B. Services

Contractor shall provide Crisis Residential Treatment Services; Transitional Residential Treatment Services, two adult Case Management Services programs (1) Intensive Case Management (REACH) and 2) New Ventures Case Management (including Tehanan and Colma Ridge) which includes the Wellness and Recovery Action Partnership Program (WRAPP); Rehabilitation Services (including Supported Education Services and Supported Employment Services); Young Adult Independent Living Program (YAIL) case management services; Supportive Housing Services; and Transportation. 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. Contractor shall comply with the "Airs" policy, process and procedures for Intake, Crisis Residential, Transitional Residential Services, REACH Intensive Case Management, YAIL, and New Ventures Case Management programs. This includes communication with Adult Resource Management when a non-San Mateo County Behavioral Health and Recovery Services (BHRS) consumer is interested in accessing services or residing in one of the residential or crisis facilities. The 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. All services are co-occurring capable, trauma-informed and recovery-oriented. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

1. Crisis Residential Treatment Services

Contractor shall provide a sixteen (16) bed, twenty-four (24) hour crisis residential treatment facility for consumers with serious mental illness (SMI) with mental health and co-occurring disorders ("Crisis Residential Treatment Facility" as Redwood House). Contractor shall provide therapeutic and/or rehabilitation services in a structured program as an alternative to hospitalization or a step-down from hospitalization for consumers experiencing an acute psychiatric episode or crisis, and who do not present medical complications requiring nursing care ("Crisis Residential Treatment Services"). Contractor shall support consumers in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems, and will make available interventions which focus on symptom reduction and management and recovery.

- a. Contractor will provide consumers admitted to the Crisis Residential Treatment Facility with a mental health assessment, and screen for substance use and trauma.
- b. Ongoing Crisis Residential Treatment Services shall include assessment/evaluation, integrated, consumer-centered plan development, therapy/counseling, rehabilitative mental health services, dual diagnosis assessment and treatment for substance use, collateral services, and crisis intervention.
- c. Contractor shall provide five thousand one hundred thirty-nine (5,139) consumer days (88% occupancy at Redwood House) of Crisis Residential Treatment Services to one hundred thirty-five (135) unduplicated consumers during the term of this Agreement. A "consumer day" shall mean any and all services rendered by Contractor on behalf of one (1) consumer during any single day during which the consumer was present in the Crisis Residential Treatment Facility.
- d. Contractor shall welcome to the Crisis Residential Treatment Facility only those persons who are identified according to the following criteria:
  - i. Persons in acute psychiatric distress and co-occurring disorders who require immediate supervised crisis residential treatment and who, in the absence of such community-based treatment, would require admission to full-time inpatient psychiatric services.
  - ii. Minimally functioning consumers who require supervised housing on an emergency basis while awaiting specific placement within community facilities.



- e. BHRS Division Adult Resource Management, working closely with acute inpatient psychiatric emergency services and Contractor shall authorize persons for admission to the Crisis Residential Treatment Facility, and, in the case of multiple applications for admission, shall prioritize eligible persons for admission.
- f. BHRS Division Adult Resource Management will work closely with the Crisis Residential Treatment Facility staff and will meet weekly for utilization review and management of consumers.
- g. Psychiatrist services will be provided. Duties include psychiatric assessment, medication services, consumer groups, staff consultation, liaison with other psychiatrists and educate consumers with substance use issues how to take psychiatric medications safely.
- h. The Crisis Residential Treatment Facility will provide the following:
  - i. The ability to admit more than one person per day to the Crisis Residential Treatment Facility.
  - ii. Admission capability on weekends and after hours.
  - iii. The ability to admit some individuals from psychiatric emergency services:
    - 1) County will work together with Contractor to define which consumers are appropriate admissions from psychiatric emergency services.
    - 2) County Resource Management team will work with psychiatric emergency services to complete licensing requirements prior to or within seventy-two (72) hours following a consumer's admission to the Crisis Residential Treatment Facility.
  - iv. A program structure that promotes life skills training, addresses co-occurring disorder issues via stage-matched substance abuse groups and mandatory group participation in at least three (3) to five (5) groups a day, seven (7) days a week.
  - v. Contractor shall provide ten (10) hours/week on site Psychiatric services. Psychiatrist shall consult with staff on medication and treatment issues and act as liaison between Primary Psychiatrists and Redwood House.

## 2. Transitional Residential Treatment Services

Contractor shall provide two (2) twelve (12) bed twenty-four (24) hour transitional residential treatment facilities for a total of twenty-four (24) beds for consumers with serious mental illness (SMI) with mental health and co-occurring disorders (each a "Transitional Residential Treatment Facility" or collectively "Transitional Residential Treatment Facilities"). As of the effective date of this Agreement, the Transitional Residential Treatment Facility beds are distributed between the facilities known and referred to herein as Hawthorne House ("Hawthorne House") with twelve (12) beds, and Eucalyptus House ("Eucalyptus House") with twelve (12) beds. Treatment and/or rehabilitation services shall be provided in a structured therapeutic community at each Transitional Residential Treatment Facility and shall include a range of activities and services for consumers who would be at risk of hospitalization, or other institutional placement, were they not in this residential program ("Transitional Residential Treatment Services"). Contractor shall support consumers in their efforts to restore, maintain and apply interpersonal and independent living skills, and to access and link to community support systems. Contractor shall also make available interventions which focus on symptom reduction.

- a. Transitional Residential Treatment Services shall include co-occurring capable assessment/evaluation, integrated, consumer-centered plan development, individual and group counseling, rehabilitative behavioral health services, collateral services and crisis intervention.
- b. Contractor shall provide seven thousand four hundred fifty-six (7,456) consumer days which is the sum of three thousand seven hundred twenty-eight (3,728) consumer days at Hawthorne House at eighty-five percent (85%) capacity and three thousand seven hundred twenty-eight (3,728) consumer days at Eucalyptus House at eighty-five percent (85%) capacity of care. A "consumer day" shall be deemed to mean any and all Transitional Residential Treatment Services rendered by Contractor on behalf of one (1) consumer during any single day during which the consumer was present overnight at one of the Transitional Residential Treatment Facilities.
- c. The expected length of stay at a Transitional Residential Treatment Facility is six (6) months. Lengths of stay exceeding six (6) months will require a treatment extension authorization from County.





- d. Eligibility for admission to a Transitional Residential Treatment Facility shall be confined to persons with a serious mental illness and functional impairments that require and shall benefit from a rehabilitation program. BHRS Division Adult Resource Management shall authorize and, in the case of multiple applications, shall prioritize persons for admission. Admission priority shall generally be given to persons coming from more restricted settings such as hospital and locked sub-acute facilities.
- e. Eucalyptus House Residential Transitional Program is a twenty-four (24)-hour Transitional Social Rehabilitation program. The program provides services to San Mateo County BHRS consumers age eighteen (18) to sixty-five (65), with a focus on serving Transition Age Youth (TAY), who are young adults between the ages of eighteen (18) and thirty (30). Eucalyptus house will continue to service consumers of all ages as needed, but the program will be designed primarily to meet the needs of a young adult population. Services and programming will focus on learning independent living skills for individuals transitioning into adulthood.

### 3. Case Management Services

- a. Contractor shall provide strength-based case management services ("Case Management Services"). Such Case Management Services shall focus on consumer needs, strengths and choices, and shall involve the consumer in service planning and implementation. The goal of Case Management Services is to help consumers take charge of their own lives through informed decision making. Case Management Services shall assist the consumer in acquiring skills and support systems needed to function successfully in environments where they choose to live, learn, work and socialize.

- b. Contractor shall staff two Case Management Services programs, 1) Intensive Case Management (REACH) and 2) New Ventures Case Management (New Ventures/Tehanan and Colma Ridge) which includes the Wellness and Recovery Action Partnership Program (WRAPP) (as each is defined below). Staffing for the two Case Management Services programs operated by Contractor shall be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation, and other social characteristics of the community served. Staff for both Case Management Services shall include both licensed and non-licensed individuals who are trained to provide mental health services and welcome and address co-occurring disorders.
- c. Intensive Case Management (REACH)
  - i. Contractor shall provide Intensive Case Management Services for fifty-five (55) adults/older adults who are residents of San Mateo County and are seriously mentally ill (SMI) including those with co-occurring substance use issues. REACH services are delivered by multidisciplinary teams; this is not a brokering model. Staff will be available to consumers 24/7 and service plans will be designed to utilize community relationships that are already well developed and in place. The inclusion of a behavioral health nurse on the team along with dedicated psychiatric staff will allow consistent medication evaluation and rapid linkage to physical health providers. Within each team, a personal services coordinator is identified for each enrolled consumer. There is a 1:10 staff to consumer ratio for the intensive level of services.
  - ii. The REACH team will operate under policies and procedures that ensure:
    - 1) 24-hour, 7-day a week availability of program staff, including access to medication support services. Night and weekend treatment and support or wellness and recovery activities should be assumed as a part of program services. Consumers will have access to an emergency number to call during off hours where their situation can be assessed and responded to 24/7, including face-to-face visits.
    - 2) Interventions with consumers are mostly face-to-face visits. Contact with each consumer will occur as often as clinically needed, which may be daily.

- 3) Consumer treatment will include a variety of modalities based on consumer need including, but not limited to, case management, individual or group therapy, psychiatric medication prescription, and general medication support and monitoring.
- iii. Continuity of care will be emphasized and will include:
- 1) Engagement during inpatient episodes includes face-to-face visits when allowed by the facility with the consumer at local hospitals and other locked facilities. For San Mateo Medical Center PES and 3AB (the SMMC in-patient psychiatric unit), REACH program staff will make phone contact with the locked facility within four (4) hours of knowledge of consumer arrival and make an initial visit with the consumer within twenty-four (24) hours of consumer entry.
  - 2) Regular contact with the consumer and with inpatient treatment staff while the consumer is hospitalized. During these episodes, REACH will work with inpatient staff to make discharge recommendations and facilitate the consumer's return to the community.
  - 3) Engagement during criminal justice contacts. REACH program staff will be quickly responsive to and maintain contact with criminal justice clinical Navigators at Maguire jail when a consumer becomes incarcerated. Program staff will visit consumers when possible and work with criminal justice clinical Navigators to devise and implement a discharge plan.
  - 4) Coordination including but not limited to the consumer's medical provider and assistance in following through on detailed care plans which includes transportation to and from related appointments.
- iv. REACH teams have final accountability for assuring the delivery of services and are responsible for service outcomes. REACH staff will generally deliver the services identified in the individualized plan, and most consumers will not be served by other parts of the behavioral health service delivery system unless stepping-down to a lower level of services. However, in some instances it may work best for a consumer to continue some services in another part of the behavioral health system (e.g., employment services). The REACH team will work in collaboration with the other service providers to assure implementation of the individualized plan.





- v. REACH services will be supported by existing BHRS relationships with all aspects of the criminal justice community including Probation, Parole, Sheriff's Department and municipal Police Departments.
  - 1) REACH staff will collaborate within the Community Service Area (CSA) where individual consumers reside and participate in current and future collaborative meetings which address consumers at risk in the community, communication barriers between treatment providers or within the CSA, collaborative structures and approaches to make treatment more accessible and residential placement or incarceration less likely.
  - 2) REACH program staff will also participate in bi-monthly case conference meetings with BHRS and an annual review panel to assist in the management of the consumer level of care needs.
  - 3) REACH staff and the BHRS Criminal Justice navigator staff and Service Connect staff will build a collaborative relationship to coordinate and communicate with one another regarding consumers, and in particular, transition planning for consumers being released from jail.
  - 4) REACH program staff will also communicate substantive changes in a consumers, health, behavioral health, or criminal justice status immediately to BHRS, and/or the Conservator's office and will collaborate to assist the consumer to resolve those issues.
- vi. REACH staff will have access to flexible funds so that resources can be provided that assist the consumer in achieving recovery plans.
- vii. Medication services will include psychiatry and nursing support for ongoing dialogues with consumers about their psychiatric medication choices, symptoms, limiting side effects, and individualizing dosage schedules. REACH team members will work with individual consumers to arrange for delivery/prompts/reminders that will support regular scheduled medications.
- viii. Should psychiatric inpatient care be necessary and appropriate, it will be provided as it is now, through current processes.

- ix. REACH teams will provide co-occurring mental health and drug and alcohol services and supports such as individual and/or group therapy, Motivational Interviewing and harm reduction approaches. REACH programs are strongly encouraged to become certified as a Drug Medi-Cal provider. Staff will be trained in co-occurring treatment modalities and will develop commensurate programming, including groups. Drug/alcohol use will not be used as a reason for program termination.
- x. At intake, a housing stability assessment will be conducted with the consumer to assess the extent to which housing subsidies, or the level of housing supports, are needed to sustain the consumer in housing. However, it is recognized that it will be important to provide temporary housing for some consumers as rapidly as possible, to avert incarceration or to shorten or prevent a sub-acute inpatient stay.
  - 1) The goal is to provide permanent independent housing throughout the community.
  - 2) Housing resources will be available to consumers in this program in the form of rental subsidies for adults and older adults.
  - 3) REACH housing resources for all age groups and will include a variety of levels of housing including independent, Board and Care, and supported housing.
- xi. REACH will foster and promote the values of recovery/resiliency through its emphasis upon a strength-based approach to services and individual service planning. Service plans will be used to help consumers identify, cultivate and sustain relationships with peers, family members, neighbors, landlords, employers, and others to create a network of support that will build the resiliency of consumers.
- xii. While services provided through this initiative will address the individual's underlying mental health, substance use and behavioral problems that may have contributed to involvement in the criminal justice system and institutionalization, a wide range of strategies and supports beyond behavioral health services will be essential. Substantial time and resources will be devoted to the process of engaging individuals, including outreach to those in institutions and locked settings. Services will be provided in the field, in natural settings where people conduct their

lives as opposed to a clinic setting. Staff members of this program will be creative in their approach to identifying what approach or resource will make a difference to a particular individual in engaging them in treatment.

- xiii. The Peer Partner will play a critical role, modeling personal recovery, helping consumers establish a network of peer, family, and cultural supports including, peer run self-help centers. One of the primary roles to be performed by the REACH team Peer Partners will be to establish peer relationships among REACH consumers and promote peer involvement in wellness and recovery, social, recreation, and entertainment activities. Peer support groups will be developed to further foster healthy peer relationships and to build consumer capacity to address challenges to their recovery as well as celebrate their accomplishments on the journey to recovery. This peer and resource linkage will also help maintain the consumer in the least restrictive environment.
- xiv. Consumers will work with REACH team members to develop their own individual service and Wellness and Recovery Action Plans (WRAP) which will specify individual action steps in relation to employment, education, housing, medication, peer relations, social activities, and education. All services will be voluntary, guided by individual choice, and the delivery of all services will be guided by the principles of cultural competence, recovery and resiliency with an emphasis on building consumer strengths and natural resources in the community, with family, and with their peer/social network. The program will be designed to allow a greater or lesser degree of support and structure, depending on the needs and goals of the consumer at any given time.
- xv. The REACH program will assess the vocational needs for each consumer upon enrollment and annually and assist consumers in accessing vocational counseling services to identify, obtain, and retain employment opportunities and reach their vocational goals as identified in their care plan.
- xvi. Supported education is another resource for REACH consumers. The REACH team should link with community colleges and the existing contractor for adult supported education services in San Mateo County, developing action steps in the recovery plan related to educational opportunities for consumers.
- xvii. Consistent with the principles of wellness and recovery, the consumer will be primarily responsible for establishing the specific goals that define his/her desired quality of life



including healthcare and end of life decisions. The licensed clinicians will oversee the completion of the multidisciplinary assessment and the development and implementation of a comprehensive service plan that involves all members of the team, the consumer and the family contingent on the consumer's wishes. This plan will define the roles and responsibilities of the team, as well as those of the consumer, the family, and peers.

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

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

- 1) Transportation and escorted services to assist at medical appointments and with other transportation needs.
- 2) Monitoring and/or arranging for home-based support with routine tasks and personal care needs (e.g. meal preparation, house cleaning, laundry, shopping, bathing and other hygiene needs), and coordinating with involved agencies such as In-Home Supportive Services.
- 3) Providing social supports and facilitating access to supports to address isolation and loneliness.

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

d. Admission, Discharge and Length of Stay

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

- ii. Disagreements regarding referrals will ultimately be resolved by BHRS Deputy Director of Adult and Older Adult Services and Contractor's Director of Clinical Services.
- iii. REACH will admit individuals referred to REACH by BHRS. Consumers will be referred for REACH services based on acuity and need for intensive level services based on the following criteria:  
LOCUS level four (4) or higher AND at least one (1) of the following:
  - 1) Three (3) PES/ED visits in last sixty (60) days; AND/OR
  - 2) Two (2) inpatient psychiatric hospitalizations in last six (6) months with most recent hospitalization in past thirty (30) days; AND/OR
  - 3) Transitioning out of a locked/secure facility (i.e. MHRC, Secured SNF, Jail, or Out of County Placement); AND/OR
  - 4) Loss of current support system that would potentially result in hospitalization, incarceration or other form of locked placement without REACH level services based on past history.
- iv. The BHRS REACH/FSP Review Committee will be convened as needed to ensure REACH slots are filled when they become available.
- v. Transition planning begins at assessment, with step down planning as a part of the overall service plan. Cases will be discussed on an annual or as needed basis to determine consumer level of care needs and potential transition plans to another level of service.
- vi. Indicators related to transition include but are not limited to stable housing, no PES or inpatient utilization, participation in meaningful activities, symptom management, and overall improved quality of life.
- vii. If a consumer enrolled in REACH is consistently unsuccessful in the program or requires short term or long term placement (after other alternatives have been fully explored) the REACH program may present this case for consultation at the BHRS/Caminar case management meeting to determine how best to proceed. If short term placement is agreed upon and authorized, REACH will maintain contact with the consumer and plan for return to the REACH program.
- vii. REACH will also present to the case management meeting cases in which consumers choose to dis-enroll from the program or are otherwise no longer appropriate for REACH level of care. Every opportunity will be given in advance for

the consumer to be re-engaged before disenrollment, during which time the program will be responsible for continued outreach/engagement as well as linking the consumer to alternative services.

- ix. Length of stay in the REACH program is determined by consumer level of care needs which will be assessed regularly by the REACH provider and formally discussed on an annual basis with at the case management meeting. REACH will develop and implement an internal system to review consumer level of care needs to assess when consumers may be ready to graduate from REACH services.
  - x. Housing subsidies for REACH consumers may be managed as part of a separate contract for management of housing subsidy resources.
  - xi. A collaborative active utilization review process will be maintained. This process will ensure that consumers are seen at an appropriate level of service that matches their service needs and LOCUS level.
  - xii. A list of consumers that are maintained in a locked setting (including SMMC, 3AB or other psychiatric facility, jail and/or prison) for more than sixty (60) days will be submitted to BHRS on a monthly basis. In addition, Contractor will provide on a monthly basis a list of consumers that have had no contact with the REACH program (for any reason) for more than forty-five (45) days.
- e. REACH at Central and North County
- Contractor will provide Supplemental Case Management Services to fifteen (15) North County and seven (7) Central County consumers as described below:
- i. Referrals will be accepted from Central and North County to provide intensive case management services to consumers who are open to the North County Regional Clinics.
  - ii. Regional case managers will develop the integrated plan of care to be implemented by the Contractor's case managers. Typical Case Management activities will be strength-based and recovery-oriented and will include community based supportive visits, crisis response, assistance with activities of daily living, transportation assistance, and assistance with maintaining housing. Medication monitoring is included activity.
  - iii. Contractor will open the case and document and bill for Case Management services as appropriate.
  - iv. Contractor will participate in meetings with BHRS Regional Clinic teams to develop procedures as necessary and will





- assist in evaluation of the Case Management services to develop coordinated care.
- v. Contractor shall provide five hundred thousand (500,000) minutes of case management.
- f. Crisis Response
- Contractor will develop and/or maintain policy and protocol that includes the following:
- i. Staff will assist consumers to complete a safety plan within 30 days of intake. This plan will be reviewed minimally on an annual basis or more frequently as needed with the consumer and will include the following elements:
    - (1) Signs and symptoms of distress or decline in mental health status;
    - (2) Emergency numbers to call;
    - (3) Family members and/or other consumer supporters, including contact information and a signed verbal release of information form detailing what information may be shared;
    - (4) Historically effective coping strategies and healthy ways to relieve stress in non-emergency situations.
  - ii. Identified family members and loved ones of the consumer will be given information with consumer consent, upon consumer's intake into the program and annually, about effective ways to respond to the consumer if/when consumer is experiencing a psychiatric crisis. The program staff will encourage family members and/or other identified consumer supports to inform staff when noticing signs of decompensation. Family members and/or other identified consumer supporters will be given a script to use with police or other emergency personnel when encountering their family member in crisis. They will also be given suggestions regarding what resources to call in different types of situations. Those resources may include:
    - (1) The FSP provider and team emergency or regular contact lines;
    - (2) Toll free crisis line;
    - (3) 911 and local police department with the potential aide of CIT trained police officers and/or the SMART team.
- g. New Ventures Case Management (New Ventures/Tehanan and Colma Ridge) and Wellness and Recovery Action Partnership Program (WRAPP)

- i. Contractor shall provide community-based case management services to an active caseload of two hundred thirty-four (234) seriously and persistently mentally ill (SMI) consumers with mental health and co-occurring disorders who are in the community (apartment, board and care home, hotel, etc.) ("New Ventures Case Management" or "New Ventures Case Management (New Ventures/ Tehanan and Colma Ridge)"). For New Ventures Case Management, Contractor shall maintain an approximate ratio of one (1) staff member to twenty-six (26) consumers. New Ventures Case Management shall include supportive counseling and coordination of resources (medical, psychiatric, social, vocational, educational and housing) necessary to enhance consumer's potential successful community living.
- ii. As part of New Ventures Case Management, Contractor shall provide housing and support services at Tehanan and Colma Ridge, an apartment complex which provides supportive housing, for consumers who are unable to live independently but who do not require twenty-four (24) hour care.
- iii. Contractor shall provide seven hundred thirty-five thousand (735,000) minutes of New Venture Case Management
- iv. Contractor will provide additional services, described below, to a sub-population of the consumers to whom Contractor provides New Venture Case Management services. Such additional services are known as Wellness Recovery Action Partnership Program ("WRAPP") services. For WRAPP services Contractor shall maintain an approximate ratio of one (1) staff member to forty (40) consumers.
  - 1) Participants in the WRAPP services will be identified using the following criteria:
    - a) No hospitalizations within the last twelve (12) months.
    - b) Demonstrated interest in preparing a wellness recovery action plan and participating in on-going groups and activities to support recovery.
  - 2) Participants will accomplish the following goals:
    - a) Prepare individual wellness recovery action plans.
    - b) Work with a benefits consultant to develop plans for financial self-sufficiency
    - c) Work with Contractor's Job Plus and Supported Employment staff to develop employment and educational goals

- d) Develop skills in learning how to access community resources independently.
    - e) Develop a social activities calendar with at least ten (10) activities per year.
    - f) Assess their level of need for on-going system of care services with the intention of developing exit strategies, i.e. obtaining medications from a network physician rather than a regional clinic.
  - 3) Contractor shall insure that WRAPP participants meet individually and/or in groups to carry out the program objectives outlined above. All WRAPP activities will be coordinated by a single New Ventures Case Management manager who will have responsibility for participants in this program. Approximately ten (10) hours per week of WRAPP support will be provided by Contractor.
- v. A collaborative, active utilization review process will be maintained. This process will ensure that consumers are seen at an appropriate level of service that matches their service needs and LOCUS level.

Transition planning begins at assessment, with step-down planning as part of the overall service plan. BHRS and contractor will meet bi-monthly to discuss consumer level of care needs and potential transition plans to another level of care among contractors programs or discharge out of contractor services entirely.
- vi. The Wellness program will serve consumers needing minimal case management services and as a step-down from WRAPP for consumers receiving HUD subsidized housing, and/or consumers whose primary need is for psychiatric services will be seen by the WRAPP Case Manager at a ratio of three:one (3:1) regular WRAPP consumers. These ratios could create a WRAPP case load of up to sixty (60) consumers (three (3) Wellness consumers are the equivalent of one (1) WRAPP consumer in terms of the total WRAPP Program consumer capacity. Therefore the total number of consumers in the overall WRAPP program at any point in time will vary depending on the breakdown in number of consumers receiving regular WRAPP level services and Wellness level of services).
- h. Medication Clinic
- i. Psychiatric Services



- 1) An active case load of fifty-five (55) REACH consumers, one hundred twenty (120) New Ventures consumers and up to sixty (60) Wellness consumers will be maintained. An active consumer is defined as a person who had at least one face-to-face contract with a psychiatrist within the previous ninety days (90).
    - 2) At least ninety-five percent (95%) of all cases of consumers who have not received care with the previous ninety day period shall be closed.
  - ii. Medication Clinic
    - 1) As part of New Ventures Case Management, Contractor shall provide community-based medication support services ("Medication Support Services"). Such Medication Support Services shall include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness, and shall be provided by a staff person within the scope of practice of his/her profession.
    - 2) Contractor shall provide ninety thousand (90,000) minutes of Medication Support Services and maintain an active caseload of at least one hundred twenty (120) consumers. Wellness Consumers will be seen at a ratio of three:one (3:1) of regular case management consumers and will increase the total caseload accordingly.
    - 3) Eligibility for Medication Support Services shall be confined to persons who are in need of medication support services as determined by a clinical assessment.
4. Rehabilitation Services (Supported Employment Services, and Training and Consulting, and Supported Education Services,)
- a. Supported Employment Services

Contractor shall provide supported employment and job placement services to forty (40) two thousand one hundred eighty-four hours (2,184) to San Mateo County adults who have been diagnosed with psychiatric disabilities and co-occurring disorders. Employment specialists assist consumers in preparing for employment and developing job skills. Job developers find positions for consumers in the business community. Once employment is secured, support is offered for the duration of the job. All consumers referred to Supported Employment Services, regardless of level of disability, will be offered employment services through Jobs Plus.

- i. Contractor will be an active participant in San Mateo County co-op with BHRS, VRS, and California Department of Rehabilitation.
  - ii. Contractor will achieve all outcomes as stated in the annual Co-op agreement.
- b. Supported Education Services
  - i. Contractor will provide case management and support services for a supported education program on the College of San Mateo campus to students with psychiatric disabilities and co-occurring disabilities ("Supported Education Services"). In addition, Contractor will teach three specialized classes on a rotating basis throughout the year: Wellness and Recovery, Peer Counseling, and Advanced Peer Counseling.
  - ii. A minimum of two (2) courses will be designed for and taught to adults with mental illness and co-occurring disorders each semester. The instructor will conduct an evaluation of each class at the end of the semester.
  - iii. Caminar will work in partnership with BHRS and College of San Mateo (CSM) to redesign the Supported Education Program to provide a stronger bridge into the standard curriculum.
  - iv. Contractor shall provide twelve thousand (12,000) minutes of Supported Education Services and Supported Employment Services (as described below) to one hundred (100) unduplicated adult consumers.
  - v. At least sixty-five percent (65%) of students enrolled in peer counseling classes will complete the course.
- c. Enhanced Supported Education Services for Transitional Age Youth
  - i. Contractor will provide enhanced supported education services ("Enhanced Supported Education Services") to approximately twenty (20) transition age youth ages eighteen – twenty-five (18-25) ("Transition Age Youth" or "TAY") referred by the FSP Provider (as defined in Paragraph I.B.4.b.ii below) and approximately twenty (20) TAY identified by Contractor. All such TAY shall have emotional and behavioral difficulties and TAY with co-occurring disorders will be welcomed. Outreach to TAY who are still in high-school or who have dropped out will be provided. The focus of these services will be to engage each TAY in educational or vocational activities that will lead to completion of educational plans and employment.

- ii. Contractor shall work in partnership with the Mental Health Services Act ("MHSA") funded Full Service Partnership ("FSP") provider ("FSP Provider") who has been selected to provide TAY services.
- iii. Delivery Components
  - 1) Summer Academy: Contractor will provide a "Summer Academy" which will be a quasi-educational program to help students build their confidence and self-esteem so that they will have a better chance of being successful in school and employment. A team teaching model will be employed which utilizes peer counselors, a core instructor, case management services, and guest speaker/mentors.
  - 2) Transition to College classes: Contractor will provide two "Transition to College" classes, in addition to the classes that the Contractor provides as described in Paragraph I.B.4.a. above.
  - 3) Academic Counseling: Contractor will coordinate with Disabled Students Programs to provide a Master's level academic counseling intern to offer academic counseling, develop student individual educational plans (IEP), oversee completion of required DSPS paperwork, and provide personal support to TAY students.
  - 4) Linkage to employment: Contractor will provide services that link students with employment services.
  - 5) At least two hundred forty (240) engagement activities will be provided by Caminar annually. Engagement activities include in-program activities at partner agencies, social outings, and campus tours.
  - 6) Caminar staff will provide at least six hundred fifty (650) contracts with TAY annually. Contacts consist of face-to-face and phone contacts for the purposes of engaging new program participants and supporting current students.

5. Young Adult Independent Living Program (YAIL) Services

- a. Contractor shall provide co-occurring capable, intensive support services to twenty-five (25) transition age youth six (6) of whom are residents of YAIL, ages eighteen – twenty-five (18-25) years ("Young Adult Independent Living Program (YAIL)" or "YAIL"). YAIL services are welcoming to specific needs of the TAY





population, recovery-oriented and include intensive case management with an emphasis on education, employment, and the development of independent living skills. Contractor shall provide participants with assistance with housing. Participants may reside in the community or in a 4-unit apartment complex located in Redwood City. Contractor shall provide on-site counseling staff to be available twenty-four (24) hours a day, seven (7) days a week for residents in such Redwood City apartment complex.

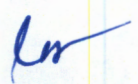
- b. Contractor shall provide one hundred sixty-two thousand two hundred forty (162,240) minutes of YAIL services. Such minutes are calculated based on sixty-five percent (65%) of 2 FTE's. For YAIL services Contractor shall maintain an approximate ratio of one (1) case manager to ten (10) consumers.

#### 6. Supportive Housing

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

The Contractor shall ensure the consumer has a housing component to their personal service plan and that skill acquisition and the consumer's living experience is the focus of case management services in order to keep the consumer housed in a setting where they can be successful.

- b. County agrees and acknowledges that Contractor owns and leases property used to provide permanent and transitional housing for adults with serious mental illness (SMI) with mental health and co-occurring disorders.
- c. Contractor will screen consumers for eligibility as property residents and provide services ("Property Management") which include assisting consumers in locating and acquiring safe affordable housing. Contractor's property management staff will help consumers negotiate rental agreements, mediate landlord-tenant issues and establish and maintain utilities. Contractor shall also lease and sublease apartments to consumers enabling them to establish a positive rental credit history.



- d. Contractor's property management staff shall collect and pay rents. They will work with the Housing Authority to acquire, manage and maintain all Caminar Shelter Plus Care contracts. They shall help consumers acquire and maintain Section 8 housing vouchers, ensure basic household maintenance, perform rental unit inspections and when necessary, pursue a legal eviction.
- e. Contractor's Property Management shall provide and maintain property liability insurance on all units.
- f. Contractor's Property Management staff shall work closely with Contractor's case managers and peer counselors to provide an integrated support service with independent living skills training and access to community resources that enable consumers to maintain and retain their housing.
- g. Contractor's Property Management will provide housing options and consumer choice which are vital service components in support of consumer self-determination and successful community integration.

## 7. Transportation

Contractor will manage the transportation needs of consumers in all Contractor-sponsored programs. Contractor will determine consumer's ability to use public transportation, Rediwheels, staff-provided transportation or taxis. Contractor will provide orientation and training to consumers about transportation utilization when needed.

## 8. Representative Payee Services

Contractor will research and develop a representative payee services program for those FSP consumers and REACH participants that require fiscal management in order to meet their day-to-day needs and remain stable in their current living situation.

Services will include, but not be limited to, the following guidelines:

- i. All income and benefits must come from government sources such as Social Security (SSI), Railroad Pensions, and Medi-Cal/Medicare.
- ii. The need for money management services shall be demonstrated through documented examples of skill deficits that prevent successful self-management of funds.

- iii. Consumers, who are competitively employed, own and maintain cars and/or own and maintain homes may not be candidates for Representative Payee services.
- iv. Contractor will establish and utilize the following documents: a "Representative Payee Agreement", a "Representative Payee Consent Form", and an initial and ongoing budget plan or spreadsheet.
- v. Separate records will be maintained for each consumer receiving payee services. Contractor shall keep all records for at least 2 years.
- vi. A surety bond will be obtained to cover the funds managed.
- vii. Contractor will observe state guidelines for representative payees. Guidelines are available at: <http://www.socialsecurity.gov/payee>.
- viii. Contractor will develop an agreement template for payee services that informs the consumer of the duties the Contractor shall perform on the consumer's behalf and any obligations the consumer may have.
- ix. Contractor shall pay rent and utilities (or Room and Board) and other bills directly to the service provider.
- x. Contractor shall not charge consumers a fee for representative payee services.

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

## II. SAN MATEO CONTRACTORS' ASSOCIATION GRANT FUNDING

### A. Introduction

- 1. The parties acknowledge and agree that Contractor is the fiscal agent for an association of community-based organizations known as the San Mateo Contractors' Association (the "Association"). By definition Association members individually contract with BHRS and are current on their respective Association membership dues ("Association Members").
- 2. Contractor shall provide accountability and oversight of a program (the "Program") the goal of which is for each Funding Recipient (as defined in Paragraph II.B.3.a.) to be able to:



- a. Improve capacity to provide integrated models for addressing trauma and co-occurring disorders
  - b. Improve its capacity to incorporate evidence-based practices into day-to-day resources;
  - c. Improve its cultural competency; and
  - d. Improve its capabilities to collaborate, partner and share resources and information with other Association Members.
3. Contractor shall provide accountability and collect data on each Funding Recipient's (as defined in Paragraph II.B.3.a.) progress toward the following outcome:

Objective: A minimum of seventy-five percent (75%) of Funding Recipients' staff who provide direct services will participate in training that develops new skills in the areas of trauma, co-occurring disorders and/or cultural awareness.

Measurement: Participation in activities listed above will be recorded and reported to contractor by Funding Recipients.

Data collection to be completed by Contractor and reported to BHRS by May 31, 2015.

**B. Program Participation Eligibility and Application**

1. Association Members whose individual contract with BHRS is or will be equal to or greater than FIFTY-THOUSAND DOLLARS (\$50,000) for FY 2014-15.
  - a. An Association Member whose individual contract with BHRS is or will be equal to or greater than FIFTY-THOUSAND DOLLARS (\$50,000) for FY 2014-15, and who has initiated a self-assessment of trauma, co-occurring capability, cultural awareness evaluation using the ("COMPASS™") or a similar tool and identified an action plan for improvement may apply to the Association for a grant of up to TEN THOUSAND DOLLARS (\$10,000) to be used by such Association Member to accomplish program goals.



- b. Contractor will supply an application form which shall include a budget, stated outcomes, and a description of how such Association Member will use the funds to improve staff skills in addressing trauma, co-occurring disorders, and/or cultural awareness. Funding Recipient may use funds to:
    - i. Allow Funding Recipient's staff to participate in BHRS system transformation activities, and/or
    - ii. Initiate internal training activities on the topic of or related to identifying and serving individuals with trauma or co-occurring disorders.
    - iii. Initiate internal training activities on the topic of cultural awareness.
- 2. Association Members whose individual contract with the BHRS is or will be less than FIFTY THOUSAND DOLLARS (\$50,000) for FY 2014-15:
  - a. An Association Member whose individual contract with the BHRS is or will be less than FIFTY THOUSAND DOLLARS (\$50,000) for FY 2014-15 may apply to the Association for a grant of up to TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) to be used by such Association Member to accomplish program goals.
  - b. Such application shall take the form of a letter which shall include a budget, stated outcomes, and a description of how such Association Member will use the funds based on the applicants assessment tool and the subsequent action plan for improvement. In addition, the description shall include how such Association Member will use the funds to:
    - i. Address next steps or action plan activities identified through
    - ii. Allow such Association Member's staff to participate in BHRS system transformation activities, and/or
    - iii. Initiate internal training activities on the topic of or related to identification of and providing services to individuals with trauma and co-occurring disorders.
- 3. Determining Funding Recipients ("Funding Recipient(s)")
  - a. The Executive Committee of the Contractor's Association will review grant applications from Association Members and make determinations as to the funding recipients.
  - b. Eligibility for additional funding for a particular Funding Recipient shall be contingent upon such Funding Recipient's successful completion of their respective goals.

- c. In order to be considered by the Executive Committee, grievances regarding grant funding decisions must be submitted in writing to the Executive Committee for review.
4. Contractor shall collect data and materials necessary to complete periodic reports and a final report on Program outcomes for the year. A final report will be prepared which identifies new or expanded needs of the Funding Recipients relative to the Program goals. Contractor shall provide grant funding status report to the BHRS within thirty (30) days of the end of FY 2014-15.

### III. AVATAR TECHNICAL ASSISTANCE

- A. Contractor will maintain a paid consultant, either an individual or a firm (Consultant) to provide up to two thousand ten (2,010) hours of service relative to the Contractor's Association implementation of the BHRS Electronic Medical Record (EMR) software Avatar. Specifically the Consultant shall:
  1. Manage communication with members of the Contractor's Association regarding installation, testing, workflow and maintenance around use of the Avatar software.
  2. Create a list of technical and end user contacts for members of Contractors' Association. Create an inventory of the member organizations' technical assets and abilities. Consultant shall also recommend methods to maintain the contact list and inventory.
  3. Manage development, testing and documentation of any development required for implementation of Avatar for members of the Contractors' Association.
  4. Manage any additional rollout of Avatar to former BHRS VAX MIS users. This work will include providing technical support, reviewing and revising end user documentation, and arranging training utilizing scheduled Avatar classes.
  5. Manage a workgroup of members of the Contractors' Association to develop models of expanded use of Avatar appropriate for the work of different members.
  6. Manage the implementation of the expanded models of Avatar use for members of the Contractors' Association.
- B. Contractor will work with BHRS in implementing Avatar for its Alcohol and Other Drug (AOD) service providers in the following areas:





1. Workflow
  - a. Document existing workflow
  - b. Create new workflow by mapping existing workflow to Avatar
  - c. With workgroups, determine usability of new workflows
  - d. Make adjustments as needed based on workgroup feedback
2. Participate with the NIATx Learning collaborative
3. Avatar form and report design
4. Avatar system testing
5. Training
  - a. Review AOD training documentation
  - b. Identify users who require training
  - c. Assist in end user training sign-up and scheduling
  - d. Assist with classroom training
6. Rollout support – on site and remote support
7. Communication
  - a. Act as primary contact for contracted providers
  - b. Develop communication materials to keep users informed of project
8. Contracted Provider technology upgrades
  - a. Review technology infrastructure of AOD County Based Organizations (CBO)
  - b. Recommend technology upgrades for AOD CBO
  - c. Work with ISD to spec and order equipment
  - d. Consult with AOD CBO regarding installation of equipment

9. Other related duties as assigned

IV. "SEEKING SAFETY" PROGRAM FOR TRANSITION AGE YOUTH

- A. Seeking Safety is an approach to help people attain safety from trauma/PTSD (Post Traumatic Stress Disorder) and substance abuse. Seeking Safety is a manualized intervention (also available in Spanish), providing both consumer handouts and guidance for clinicians. Services are conducted in a group and/or individual format; with diverse populations; for women, men, and mixed-gender groups; utilizes up to twenty-five (25) topics included in the model that may be conducted in any order and according to assessed need; in a variety of settings; and for both PTSD and substance abuse/dependence. It may also been used with people who have a trauma history, but do not meet criteria for PTSD.
- B. Group services will be targeted toward Transition Age Youth through their contacts with community based organizations other than contractor sites. Contractor will collaborate with all system of care staff involved with the youth and family in creating these groups.
  - 1. In addition, these groups will facilitate access for parents in need of mental health or substance abuse support to services, interfacing with adult mental health or alcohol and other drug services when family members meet mental health and/or alcohol and other drug criteria or referring them to primary care or community resources.
- C. Population to be Served
  - 1. The program will be open to all at-risk youth being served in the community based sites selected as locations of service. However, it is targeted to Asian/Pacific Islander, Latino and African American youth who experience or have experienced trauma.
  - 2. Services will be provided in four hundred eighty (480) group sessions in community settings during the term of this Agreement.
- D. Evaluation
  - 1. Tracking logs and use of tools will be part of the contractual responsibilities of the agency/agencies delivering services.

2. BHRS will work with agency representatives early in the planning process to develop the evaluation plan. This group will be responsible for final selection of the tools to be used, the key elements of the tracking logs, and the timetable for submission of documentation, at the County's discretion.

## V. ADMINISTRATIVE REQUIREMENTS

### A. Record Retention

Paragraph 13 of the Agreement and Paragraph V.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 consumers, families and the workforce. This plan will be submitted to the BHRS Analyst/ 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 such as ongoing organizational assessments on disparities and needs, consumer's rights to receive language assistance.
  - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance or conflict resolution committee).
  - c. On-going collection of consumer cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and to help in planning and implementing of CLAS standards.
  - d. Staffing objectives that reflect the cultural and linguistic diversity of the consumers. (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 including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS ODE by March 31<sup>st</sup>, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
  3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 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 BHRS Analyst/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 consumers 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 consumers or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: [www.Exclusions.OIG.HHS.Gov](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 consumers 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 consumers.

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 consumers who are new to the BHRS System with a brochure (an original of which shall be provided by County) when a consumer 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. Fingerprinting 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.

VI. GOALS AND OBJECTIVES

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

A. Crisis Residential Treatment Services

Goal: To increase or maintain consumers in the community and decrease referrals to psychiatric emergency services (PES).

Objective: No more than twenty percent (20%) of the consumers receiving Crisis Residential Treatment Services shall be referred to psychiatric emergency services (PES).

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

B. Transitional Residential Treatment Services

Goal: To increase or maintain consumers remaining in a community-based setting.



Objective: At least seventy percent (70%) of consumers discharged after completion of six (6) months or more of treatment in Transitional Residential Treatment Services program shall be discharged to more independent living.

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

### C. Case Management Programs

#### REACH

##### 1. Intensive Case Management

Goal: To increase or maintain consumers in the community and out of the hospital.

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

Data collection to be completed by the County.

##### 2. Homeless

Goal: To increase or maintain consumers in community housing and not becoming homeless.

Objective: No more than five percent (5%) of consumers in each of the programs listed above in this Paragraph VI.C. become homeless.

Data collection to be completed by Contractor.

##### 3. Enhanced Supported Education Services for Transitional Age Youth (TAY).

Goal: To increase the educational outcomes of TAY with serious mental illness.

Objective: At least eighty percent (80%) of TAY enrolled in peer counseling or skills development courses will successfully complete those classes.

Data collection to be completed by Contractor.



#### 4. Employment

Goal: To increase or maintain consumers working 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 consumers in each of the programs listed above in this Paragraph VI.C. who are working in paid or unpaid positions, or actively seeking employment.

Data collection to be completed by Contractor.

#### 5. Supportive Housing Program

Goal: To provide stable housing for consumers served in treatment programs administered under this Agreement.

Objective: At least eighty percent (80%) of property management consumers will maintain their residences for at least twelve (12) months.

Data collection to be completed by Contractor

#### 6. Incarcerations

Goal: To increase or maintain consumers in the community and not being incarcerated.

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

Data collection to be completed by Contractor

#### New Ventures Case Management

##### 1. Homeless

Goal: To increase or maintain consumers in community housing and not becoming homeless.

Objective: No more than five percent (5%) of consumers in each of the programs listed above in this Paragraph VI.C. become homeless,

Data collection to be completed by Contractor

2. Enhanced Supported Education Services for Transitional Age Youth (TAY).

Goal: To increase the educational outcomes of TAY with serious mental illness.

Objective: At least eighty percent (80%) of TAY enrolled in peer counseling or skills development courses will successfully complete those classes.

Data collection to be completed by Contractor.

3. Employment

Goal: To increase or maintain consumers working in paid or unpaid positions, or actively seeking employment.

Objective: Thirty percent (30%) of New Ventures and YAIL consumers and ten percent (10%) of REACH consumers will have an objective on their treatment plans focused on vocational and/or educational development

Data collection to be completed by Contractor.

4. Supportive Housing Program

Goal: To provide stable housing for consumers served in treatment programs administered under this Agreement.

Objective: At least eighty percent (80%) of property management consumers will maintain their residences for at least twelve (12) months.

Data collection to be completed by Contractor.

5. Incarcerations

Goal To increase or maintain consumers in the community and not being incarcerated

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



Data collection to be completed by Contractor.

#### Young Adult Independent Living Program

##### 1. Homeless

Goal: To increase or maintain consumers in the community and not becoming homeless

Objective: No more than five percent (5%) of consumers in each of the programs listed above in this Paragraph VI.C. become homeless.

Data collection to be completed by contractor.

##### 2. Enhanced Supported Education Services for Transitional Age Youth (TAY)

Goal: To increase the educational outcomes of TAY with serious mental illness

Objective: At least eighty percent (80%) of TAY enrolled in peer counseling or skills development courses will successfully complete those classes.

Data collection to be completed by contractor.

##### 3. Employment

Goal: To increase or maintain consumers working 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 consumers in each of the programs listed above in this Paragraph VI.C. who are working in paid or unpaid positions, or actively seeking employment.

Data collection to be completed by contractor.

#### D. Satisfaction

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

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

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

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

E. Seeking Safety

Goal: Reduce co-occurring and substance abuse and trauma-related symptoms in high risk transitional age youth (TAY) that have completed the program.

Objective: Increase coping skills in ninety percent (90%) of TAY participants that have completed the program.

END OF EXHIBIT A

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be the initials 'JR'.

**EXHIBIT B – PAYMENTS AND RATES  
CAMINAR  
FY 2014-15**

County and Contractor hereby agree to amend this agreement to incorporate necessary language to meet Federal and State requirements during the term of this agreement.

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

**I. PAYMENTS**

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

**A. Maximum Obligation**

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed SEVEN MILLION FOUR HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$7,423,182).

**B. Housing, Housing-Related Mental Health Services, Case Management and Rehabilitation Services**

**1. Maximum Amount By Service Component**

County shall not pay or be obligated to pay more than the amounts listed below for each component of service described in Paragraph I of Exhibit A:

Crisis Residential Treatment Services	1,481,037
Transportation – Crisis Residential	18,540
Transitional Residential Treatment Services	1,347,982
Transportation – Transitional Residential	24,164
REACH	1,155,392
REACH Central Case Management	44,975
Med Clinic	582,278



New Ventures	1,109,443
WRAP	109,324
Rehabilitation Services	216,300
Transition Age Youth (TAY)	169,456
Young Adult Independent Living (YAIL)	387,239
Supported Housing – Existing Program	216,176
Supported Housing – Expansion	148,691
Total	\$7,010,996

## 2. Rate of Payment

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Unless otherwise authorized by the Chief of the Health System or designee, the monthly payment by County to Contractor for the services described in Paragraph I.B. of this Exhibit B shall be one-twelfth (1/12) of the total obligation for those services or FIVE HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$584,250).

## C. San Mateo Contractors' Association Grant Funding

1. Subject to the availability of State funding for services as described in Section II of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED EIGHT THOUSAND SIX HUNDRED DOLLARS (\$108,600) for the San Mateo Contractors' Association grant funding and associated administrative costs. This amount shall include the following:
  - a. The maximum amount to be distributed among MHSA sub-contractors shall be NINETY THREE THOUSAND ONE HUNDRED EIGHTY-ONE DOLLARS (\$93,181).
  - b. The maximum amount Contractor may pay Consultant (described in Paragraph II) is TWO THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS (\$2,925), at a rate of NINETY DOLLARS (\$90) per hour up to thirty-two and one half (32.5) hours.
  - c. The maximum amount Contractor may be reimbursed for administrative costs incurred for administering the Grant Funds is thirteen percent (13%) of the Grant Funding, not to exceed TWELVE THOUSAND FOUR HUNDRED NINETY-FOUR DOLLARS (\$12,494).

2. 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.

D. Avatar Technical Assistance

1. Maximum Amount

Subject to the availability of State funding for services as described in Section III of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS (\$179,986) for the implementation of the Avatar program to members of the San Mateo Contractors' Association.

2. Consultant Fees

The maximum amount Contractor may pay Consultant as described in Section III of Exhibit A is ONE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS (\$165,624) at EIGHTY-TWO DOLLARS AND FORTY CENTS (\$82.40) per hour.

3. Travel Expenses

The maximum amount Contractor may pay Consultant for travel reimbursement is ONE THOUSAND THIRTY DOLLARS (\$1,030).

4. Administrative Costs

The maximum amount Contractor may be reimbursed for administrative costs incurred for administering the grant funds is eight percent (8%) of the sum of the maximum amounts for the Consultant Fees and Travel Expenses or TWELVE THOUSAND NINE HUNDRED FORTY-FOUR DOLLARS (\$12,944), and shall be paid at the rate of one-twelfth (1/12<sup>th</sup>) per month.

E. Seeking Safety Program Services

1. Subject to the availability of State funding for services as described in Section IV of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$123,600) for the provision of Seeking Safety Program services for Transitional Age Youth.
2. Contractor shall be paid monthly at the rate of one-twelfth (1/12) of the maximum obligation, or TEN THOUSAND THREE HUNDRED DOLLARS (\$10,300).

F. Contractor's Annual Budget

Contractor's annual FY 2014-15 budget is attached and incorporated into this Agreement as Exhibit C.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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).
- M. 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.
- N. 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 shall be sent to:

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

- O. 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.

- P. 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.
- Q. 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.
- R. 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.
- S. Cost Report
1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of the fiscal year. 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 BHRS Director 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 V of this Exhibit B.

T. 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 M 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 consumers who receive services through this Agreement. For consumers who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with consumer registration forms. For consumers 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 M 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 consumers who receive services through this agreement. For consumers who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with consumer registration forms. For consumers 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.

## U. 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.

V. 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.

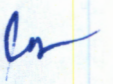
"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

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 consumer plan was developed and maintained for the beneficiary that met all consumer 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 V.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 consumer. 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 Care 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.

W. 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 ninety (90) days before end of the fiscal year. The projected calculation will be a separate report from the year-end cost report. With the projected calculation Contractor shall return the amount of the savings.
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 ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.
5. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

X. Substance Abuse and Mental Health Services ("SAMSHA") Grant

The Contractor and County acknowledge and agree that at least part of the funding for this Agreement is from SAMSHA grant funding, and as such, the following restrictions and requirements shall apply:

1. Funding must be used according to the following criteria:



- a. Services must be provided to residents principally residing in a defined geographic area (referred to as service areas);
  - b. Outpatient services, including specialized outpatient services for children, the elderly, individuals with a serious mental illness, and residents of the service areas of the centers who have been discharged from inpatient treatment at a mental health facility;
  - c. 24-hour-a-day emergency care services;
  - d. Day treatment or other partial hospitalization services, or psychosocial rehabilitation services;
  - e. Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission;
  - f. Mental health services shall be provided, within the limits of the capacities of the centers, to any individual residing or employed within the service area regardless of ability to pay for such services; and
  - g. Mental health services of the center are available and accessible promptly, as appropriate and in a manner that preserves human dignity and assures continuity and high quality care.
2. Funds may not be expended for the following purposes:
- a. To provide inpatient services;
  - b. To make cash payments to intended recipients of health services;
  - c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
  - d. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
  - e. To provide financial assistance to any entity other than a public or nonprofit private entity.
3. Certifications



Contractor shall sign and submit, and shall comply with the following Certifications which are hereby included as part of this agreement by reference herein:

- a. Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment 2)
- b. Certification Regarding Environmental Tobacco Smoke (Attachment 3)

END OF EXHIBIT B



San Mateo Contract 2014-2015  
FACE SHEET OF CONTRACT  
EXHIBIT C  
10/28/2014

Exisiting Contracts	7,210,136	-	7,210,136
New/Expansion	-	213,046	213,046
Total	7,210,136	213,046	7,423,182

Budget Comparisons
--------------------

		2013-14 Budget	Change	2014-15 Budget
Crisis Res 500/505		1,437,900	43,137	1,481,037
Transportation-Crisis Res 500/505		18,000	540	18,540
Transitional 520/530		1,308,720	39,262	1,347,982
Transportation-Transitional 520/530		23,460	704	24,164
REACH 540		1,121,740	33,652	1,155,392
REACH Central CM 540		43,665	1,310	44,975
Med Clinic 549		565,318	16,960	582,278
New Ventures 550		1,077,129	32,313	1,109,443
WRAP 552		106,140	3,184	109,324
Rehab Services 560/561		210,000	6,300	216,300
TAY 563		164,520	4,936	169,456
YAIL 570		375,960	11,279	387,239
Supported Housing 580		209,880	6,296	216,176
Supported Housing Expansion 580		144,360	4,331	148,691
<b>Subtotal Base Contract</b>		<b>6,806,792</b>	<b>204,204</b>	<b>7,010,996</b>
SMCA 590		108,600	-	108,600
Avatar Technical Assistance 591		174,744	5,242	179,986
Seeking Safety 571		120,000	3,600	123,600
<b>Subtotal Misc Contract</b>		<b>403,344</b>	<b>8,842</b>	<b>412,186</b>
<b>TOTAL BASE CONTRACT</b>		<b>7,210,136</b>	<b>213,046</b>	<b>7,423,182</b>

*Lo*

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

Effective July 1, 2005, the 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 Health System, Behavioral Health and Recovery Services Division (BHRS) with a copy of the Explanation of Benefits provided by that insurance plan before billing BHRS for the remainder.

We, Caminar, elect option one.

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Name of authorized agent

\_\_\_\_\_  
Telephone number

Option Two

Our agency will provide information to San Mateo County Health System, Behavioral Health and Recovery Services Division (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, Caminar, elect option two.

  
\_\_\_\_\_  
Signature of authorized agent

Charles Huggins  
\_\_\_\_\_  
Name of authorized agent

650.372.4080  
\_\_\_\_\_  
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 Division  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403  
(650) 573-2284



## Attachment D - Payor Financial Form

## AGENCY NAME:

Client's Last Name/MH ID # (if known)	First Name	M.L.	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? ☐ Yes ☐ No Share of Cost? ☐ Yes ☐ No Client's Medi-Cal Number (BIC Number)? \_\_\_\_\_  
 Please attach copy of MEDS Screen If client is Full scope Mcal, skip the remaining sections of this form and fax to MIS/Billing Unit – 573-2110  
 Is Client Potentially Eligible for Medi-Cal Benefits? ☐ Yes ☐ No Client Referred to Medi-Cal? ☐ Yes, give date: \_\_\_\_\_ ☐ No  
 Is this a Court-ordered Placement? ☐ Yes ☐ No  
 Does Client have Medicare? ☐ Yes ☐ No If yes, please check all that apply \_\_\_ Part A \_\_\_ Part B \_\_\_ Part D (effective 1/1/06)  
 What is the Client's Medicare Number? \_\_\_\_\_

## Responsible Party's Information (Guarantor):

Name \_\_\_\_\_ Phone \_\_\_\_\_ Relationship to Client \_\_\_\_\_ ☐ Self  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
☐ Refused to provide Financial Information and will be charged full cost of service.

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

## Gross Monthly Income (include all in the Household)

- A. Self .....\$ \_\_\_\_\_  
 B. Parents/Spouse/Domestic Partner .....\$ \_\_\_\_\_  
 C. Other .....\$ \_\_\_\_\_

Number of Persons Dependent on Income \_\_\_\_\_

## Asset Amount (List all liquid assets)

- A. Savings.....\$ \_\_\_\_\_  
 B. Checking.....\$ \_\_\_\_\_  
 C. Stocks.....\$ \_\_\_\_\_

## Allowable Expenses

- A. Court Ordered Monthly Obligation \$ \_\_\_\_\_  
 B. Monthly Child Care Payments  
 (Only if Necessary for Employment) \$ \_\_\_\_\_  
 C. Monthly Dependent Support Payments \$ \_\_\_\_\_  
 D. Monthly Medical Expense Payments \$ \_\_\_\_\_  
 E. Monthly Mandated Deductions for  
 Retirement Plan (Do not include  
 Social Security).....\$ \_\_\_\_\_  
 F. Housing Cost (Mortgage/Rent) \$ \_\_\_\_\_

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

## Health Plan or Insurance Company (Not employer)

Name of Company \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Insurance Co. phone number \_\_\_\_\_

Policy Number \_\_\_\_\_  
 Group Number \_\_\_\_\_  
 Name of Insured Person \_\_\_\_\_  
 Relationship to Client \_\_\_\_\_  
 Social Security Number of Insured Person \_\_\_\_\_  
 (if other than client)

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

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

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

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

Signature of Client or Authorized Person

Date

Reason if client is unable to sign

Client Refused to Sign Authorization: ☐ (Please check if applicable) Date \_\_\_\_\_ Reason \_\_\_\_\_

Name of Interviewer

Phone Number

Best Time to Contact \_\_\_\_\_

ENTERED BY

San Mateo County Behavioral Health and Recovery Services Use Only

CLIENT ACCOUNT #

DATA ENTRY DATE



**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 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.

\_\_\_\_\_  
Name of 504 Person - Type or Print

Caminar

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

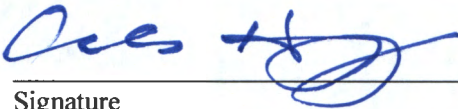
2600 S. El Camino Real, Suite 200

\_\_\_\_\_  
Street Address or P.O. Box

San Mateo, California 94404

\_\_\_\_\_  
City, State, Zip Code

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



\_\_\_\_\_  
Signature

CEO

\_\_\_\_\_  
Title of Authorized Official

11/4/14

\_\_\_\_\_  
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."



## SAMSHA Certifications – Attachment 2

### CERTIFICATIONS

#### CERIFICATION REGARDING LOBBYING

- 1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and is disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

#### SALARY CAP

The undersigned certifies that no grant funds will be used to pay an individual salary at a rate in excess of \$180,100 per year, not including benefits.

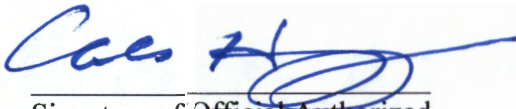
#### DRUG FREE WORK ENVIRONMENT

The undersigned certifies that reasonable efforts are made to maintain a drug-free work place in all programs supported y the Block Grant funds.

SAMSHA Certifications – Attachment 2 (Continued)

CERTIFICATION REGARDING DEBARMENT SUSPENSION INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

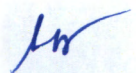
- 1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/application.



Signature of Official Authorized  
To Sign Application

11/4/2014

Date



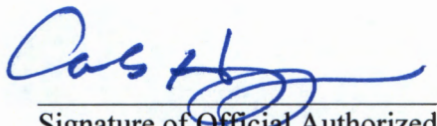
### SAMSHA Certifications – Attachment 3

#### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug, or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and all sub recipients shall certify accordingly.

  
\_\_\_\_\_  
Signature of Official Authorized  
To Sign Application

  
\_\_\_\_\_  
Date