

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MATEO LODGE, INC.**

THIS FIRST AMENDMENT is entered into this _____ day of _____,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
MATEO LODGE, INC. hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, ON June 5, 2012, your Board approved an agreement with Mateo Lodge, Inc. for the provision of residential and other mental health treatment services for the term of July 1, 2012 through June 30, 2013, for a total obligation of \$1,843,469; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement for the first time increasing the maximum obligation by \$2,155,135 to a new maximum of \$3,998,604 and extending the term of the agreement to June 30, 2014.

WHEREAS, the parties wish to amend and extend that Original Agreement.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE MILLION NINE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED FOUR DOLLARS (\$3,998,604).

2. Paragraph 4. Term and Termination is hereby deleted and replaced with the Paragraph 4. Term and Termination below:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2014.

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

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

3. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.
4. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
5. Exhibit C is hereby deleted and replaced with the Exhibit C attached hereto.
6. All other terms and conditions of the Agreement between the County and Contractor shall remain in full force and effect.

Signature Page to Follow.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MATEO LODGE, INC.

1. D. A.
Contractor's Signature

Date: 3/25/13

MATEO LODGE, INC.
EXHIBIT A
FY 2012-14

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

I. INTRODUCTION

- A. Rehabilitative Mental Health Services focuses on client needs, strengths, and choices; the client is always involved in service planning and implementation. The goal of rehabilitation is to help clients take charge of their own lives through informed decision-making. Services are based on the client's desired results from mental health services (long term goals) concerning his/her own life, and consider his/her diagnosis, functional impairments, symptoms, disabilities, life conditions and rehabilitation readiness. Services are focused on achieving specific shorter-term personal milestones (measurable objectives) to support the client in accomplishing his/her desired results.
- B. Program staffing is multi-disciplinary and reflects the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community that the program serves. Families, caregivers, human service agency personnel and other significant support persons are encouraged to participate in the planning and implementation process to help the client meet his/her needs. Programs are designed to use personnel who are experienced in providing mental health services. Clients and family members of clients are valued as volunteer or paid staff.
- C. Services are optimal when delivered to clients who live in housing of their own choice. Single room occupancy is a highly valued housing choice by clients and is emphasized in resource development and service planning.

II. SERVICES

Contractor shall provide adult Transitional Residential Treatment Services, Rehabilitation Services, and Outreach Services (as each is defined and described below) for seriously mentally ill (SMI) adults with mental health and co-occurring disorders who are homeless or at risk of homelessness. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including

quality improvement requirements of the Short-Doyle/Medi-Cal Program. The Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management is included herein by reference. The San Mateo County Behavioral Health and Recovery Services (BHRS) Mental Health Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the Documentation Manual and this Agreement, the provisions of the Documentation Manual shall prevail. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

A. Transitional Residential Treatment Services

Contractor shall provide a thirteen (13) bed, twenty-four (24) hour transitional residential treatment facility ("Transitional Residential Treatment Facility") for SMI adults with mental health and co-occurring disorders. As of the effective date of this Agreement, the Transitional Residential Treatment Facility is housed at Wally's Place. Treatment and/or rehabilitation services shall be provided in a structured therapeutic community and shall include a range of activities and services for clients who would be at risk of hospitalization or other institutional placement were they not in this residential program ("Transitional Residential Treatment Services"). Contractor will support clients in their efforts to restore, maintain and apply interpersonal and independent living skills, and to access community support services, and will make available interventions that focus on symptom reduction and management.

1. Ongoing Transitional Residential Treatment Services shall include, but not be limited to: assessment/evaluation, plan development, individual and group counseling, rehabilitation services, collateral services, case management and crisis intervention.
2. Contractor shall provide four thousand one hundred (4,100) client days (based on 87% occupancy) of Transitional Residential Treatment Services to eighteen (18) unduplicated clients during the term of this Agreement. A "client day" shall be deemed to mean any and all services rendered by Contractor on behalf of one (1) client during any single day during which the client is present in the Transitional Residential Treatment Facility.
3. The maximum length of stay for clients in Transitional Residential Treatment Services at the Transitional Residential Treatment Facility is six (6) months. Authorization for an extension beyond six (6) months must be approved by the BHRS Deputy Director of Adult and Older Adult Services or designee.

4. Eligibility for admission to Transitional Residential Treatment Facility and/or Transitional Residential Treatment Services shall be confined to persons with a serious mental illness and functional impairments that require and will benefit from a rehabilitation program. County BHRS Adult Resource Management will authorize and, in the case of multiple applications, will prioritize persons for admission. Admission priority will generally be given to persons coming from more restricted settings such as hospitals and locked sub-acute facilities.

B. Rehabilitation Services

Contractor shall provide SMI adults with mental health and co-occurring disorders with community-based rehabilitative mental health services ("Rehabilitation Services"). Rehabilitation Services are intended to identify and provide assistance in locating and obtaining adequate and appropriate living arrangements and supportive resources (medical, social, vocational and educational) to enhance clients' potential to live successfully in the community.

1. Ongoing Rehabilitation Services shall include, but not be limited to: assessment/evaluation, plan development, individual and group counseling, collateral services, rehabilitation services, case management, and crisis intervention.
2. Contractor shall provide one hundred eighty thousand (180,000) minutes of Rehabilitation Services to one hundred sixteen (116) unduplicated adult clients.
3. All referrals for Rehabilitation Services must be authorized by County BHRS Adult Resource Management as designated by the BHRS Deputy Director of Adult and Older Adult Services.

C. Outreach Services

1. Homeless Outreach

Contractor shall provide outreach services for SMI adults with mental health and co-occurring disorders who are homeless or at risk of homelessness ("Outreach Services"). Outreach Services shall be provided on call via a mobile support team. These mobile Outreach Services target adults with mental illness and co-occurring disorders whose rehabilitative needs are not currently

met in the County mental health system, adults who are refusing service and adults who are homeless or at risk of being homeless and live alone. These services are primarily funded with PATH and SAMHSA grant funds.

- a. Every six (6) months Contractor will provide to the BHRS Deputy Director of Adult and Older Adult Services an expense detail of Homeless Assistance Fund expenditures.
- b. Contractor shall provide one thousand (1,000) hours of Outreach Services to two hundred fifty (250) unduplicated adult clients during the term of this Agreement.
- c. If requested by a BHRS regional clinic, the Mateo Lodge case manager will attend meetings related to shared clients.

2. Family Assertive Support Team (FAST) Pilot Program

Contractor shall provide a targeted enhanced pre-crisis outreach team to be called Family Assertive Support Team (FAST) that will consist of a clinical case manager, peer counselors and a family partner. FAST will provide in-home outreach and engagement services to non homeless individuals and families who express concern about changing symptoms or behaviors in those individuals. Examples of changes in behavior, thoughts and emotions that include but are not limited to heightened perceptual sensitivity, magical thinking, unusual perceptive experiences, disorganized or digressive speech, unusual fears, uncharacteristic unusual behavior and reduced social interaction. Included are concerns about individuals' deterioration in functioning. FAST shall provide in-home assessment, crisis intervention, case management and support services (including information and education about behavioral health services and community resources, linkages to access outpatient mental health care and rehabilitation and recovery services among others) to individuals with Seriously Mentally Ill (SMI) and their family or caretaker, as necessary peer and family members shall be integrated in to the FAST team.

FAST shall operate Monday through Friday from 9 a.m. to 9 p.m. It will be based at Cassia House (420 Casia Street, Redwood City, CA). FAST staff will carry cell phones for easy access. FAST staff will conduct home/site visits typically in teams of two.

This program shall increase family member satisfaction with the Health Department's System of Care, as well as reduce the effects of untreated mental illness in individuals with SMI and their families and shall have a process in how this satisfaction will be measured. The program shall be welcoming to diverse cultural populations in the community and to individuals with co-occurring disorders by providing informational materials, brochures, posters and other information regarding services. Contractor shall provide outreach and engagement to individuals who are reluctant to receive community based outpatient mental health treatment. Services shall be county wide. If requested by a BHRS regional clinic, the Mateo Lodge case manager will attend meetings related to their shared clients.

a. The team will provide the following services to the client:

- 1) Assessment of symptoms
- 2) Client coaching and education
- 3) Motivational work for treatment
- 4) Escort to clinic for same day access
- 5) Brief targeted case management
- 6) Time-limited specific follow-up
- 7) Respite services when needed

b. The team will provide the following services to the family or caretaker:

- 1) Assessment of family's knowledge and attitudes
- 2) Education of family about symptoms and triggers
- 3) Guidance of family about what to expect and appropriate responses
- 4) Education of family about treatment options and their role in motivating client
- 5) Follow-up with family until crisis is averted or next steps are completed

c. The number of unduplicated clients to be served is a minimum of 20 to 25 per quarter and a minimum of 80 clients per year.

d. Staffing

- 1) One FTE licensed clinician
- 2) One FTE or two .5 FTE family partners
- 3) Two .5 FTE or four .25 FTE peer counselors

- 4) One .10 FTE psychiatric consultation
Family partners and peer counselors will have personal lived experience of mental illness and recovery.

e. Training Required

- 1) Motivational Interviewing
- 2) Cognitive Behavioral Therapy
- 3) LOCUS
- 4) Mental Health First Aid
- 5) NAMI Family to Family
- 6) NAMI Peer to Peer
- 7) Managing Assaultive Behavior
- 8) Suicide Training
- 9) Harm Reduction

Contractor shall develop and provide all of the above training to staff during the contract period and shall provide a timeline for these trainings.

f. Outcomes

- 1) 100% of participants will receive a mental health assessment within the first 30 days of engagement.
- 2) 100% of participants and family members shall receive education about mental illness, substance use and accessing services
 - Contractor will provide background and contact information about NAMI and the local meetings
 - Contractor shall encourage families to participate in "Family to Family" trainings
 - Contractor shall provide a psychosocial workshop each quarter for participants and their families covering mental illness, medication, the system of care, coping skills, self-care, substance abuse, and available community resources.
- 3) 100% of participants will receive a substance abuse assessment within the first 30 days of engagement.
- 4) 50% of participants will choose to engage in outpatient mental health services, rehabilitation and recovery services or other non-clinical support services by the end of each fiscal year.

Contractor shall use an assertive, individualized, engagement and assessment process. Contractor shall follow up on all referrals received, and conduct numerous outreach visits to the participant's home or other location. Contractor shall conduct a behavioral health screening as well as a LOCUS to determine the appropriate level of care. Contractor shall ensure the participant is engaged in indicated outpatient mental health services prior to case closure, including ensuring that linkages to spiritual, recreation, social and physical health are provided as indicated.

Contractor shall implement a tracking system to ensure participants are achieving successful linkage to services and averting hospitalization and incarceration. On a weekly basis, the team should log in consumer outcome data inclusive of successful linkages as well as any hospitalizations into their tracking system. At the end of each quarter, the contractor shall compile the data and report it in a Quarterly Status Report.

- 5) 100% of participants will be screened to determine the need for referral to primary care.
- 6) 75% will be diverted from hospitalization (not Psych emergency) and/or jail.
- 7) 80% of participants and family members shall complete a satisfaction survey.
At the end of each fiscal year, 80% of participants and family members completing a satisfaction survey shall demonstrate satisfaction with the Team's services.

g. Specific Requirements for Service Delivery

- 1) Contractor shall provide motivational interviewing and other best practices and evidence based practices in outreach and engagement services, to include but not limited to: CBT Principles, Harm Reduction, etc.
- 2) Contractor shall provide culturally relevant services to diverse populations to include non-ethnic populations, including those based on gender (Both men and women), and lesbian, gay, bi-sexual, transgendered, and queer/questioning persons.

- 3) Contractor shall provide culturally appropriate services which shall be offered in the participant's/family's preferred language.
- 4) Contractor shall seek out and engage various community groups throughout the county for the purpose of advertising this new service and to engage the broader community
- 5) Contractor shall provide case management and peer support until such time as the consumer is ready to transfer to an identified outpatient provider including services to focus on identifying and mitigating the barriers to a successful connection to outpatient services.
- 6) Contractor shall provide outreach and engagement services that include in-home assessment, crisis intervention, case management, and educational and support services to individuals with SMI and their family or caretaker. Outreach and engagement services will be provided where the individual and their significant others are located.
- 7) Contractor shall coordinate transitional services to outpatient programs.
- 8) Contractor shall provide case management services which shall include:
 - On-call response for after business hours and weekends to be handled by 24 hour service already in place.
 - Intensive and as needed outreach and engagement services to persons identified as having a high priority for this service in the participant's residence. The FAST will be staffed so as to allow at least multiple (minimum of 3) in-person attempts at outreach, and multiple additional engagement contacts.
 - FAST will be immediately responsive to calls from the Behavioral Health and Recovery Services Director or his/her designee and the Conservator if there is one. The response should be a phone call or text within 30 minutes.

- Individualized, comprehensive and integrated mental health and substance abuse screening for TAYT, Adult and Older Adults, strength based assessment, goal setting and outcome focused.
- Completion of an initial screening and/or assessment tool that has been mutually agreed upon will be within the first 30 days of service. The LOCUS will be used to identify risk, functional level, engagement and service needs for all FAST consumers.
- Meeting with County Contract Monitor every week for first 6 months (or longer or more frequently if felt needed by County Contract Monitor) to review criteria for enrollment and how services are going.
- Families will be invited to participate with FAST in NAMI meetings for support and updates about resources.
- Contractor will attend every other month NAMI Meetings to educate NAMI members on their services and to provide support.
- Peer and family members who are part of the FAST will provide services to include: information and education about mental health, support services and community resources, linkages to outpatient mental health care, and other support services and resources as desired by the participant.
- Linkage and referrals to community based organizations including: primary care clinics, alternative healing centers and organizations, faith based institutions, ethnic organizations and peer run programs.
- Contractor shall have collaborative relationships with local peer and family service providers.
- Contractor shall provide a defined mechanism for after business and weekend telephone response, emergency telephone consultation and/or referral to resources that are available at that time.
- FAST team members shall carry cell phones to assist them with their case management services.

D. Property Management

County agrees and acknowledges that Contractor owns property used to provide permanent and transitional housing for adults with serious mental illness and co-occurring disorders. Contractor will provide services which include: Screening clients for eligibility as property residents; rental and leasing to clients; regular property inspections for health, safety, habitability, and County and local code compliance; rent collection; and staffing to ensure property repair and maintenance are completed in a timely manner ("Property Management"). Such properties include: Wally's Place, Humboldt, Cassia, and Poplar.

E. South County Mental Health Clinic (SCC) Community Based Case Management (CBCM)

1. Contractor shall provide one (1.0) full-time Mental Health Counselor (40 hours a week) and .25 Community Worker.
2. The CBCM shall:
 - a. Provide supplemental, community-based case management services for a caseload of approximately 15 clients. CBCM will hold cases for up to one year. This individual will function as an integrated team member and will work closely with his/her supervisor at Mateo Lodge, the SCC Unit Chief, and SCC treatment teams to ensure clients receive requested and necessary case management services.

Supplemental Community Based Case Management services are defined as those that range from task oriented to those services requiring comprehensive, ongoing interactions for high risk clients. For cases where the CBCM is the primary case manager for 6 months to 1 year, the CBCM may be the care coordinator.

CBCM will complete a quarterly needs assessment tool for each client after collaborating and consulting with the other members of the client treatment team. Case management duties will then be determined by the results of quarterly and ongoing needs assessment.

- b. Utilize Flex and Housing Fund to assist clients to find and keep housing. Will also assume rep payee duties utilizing the web based computer system.
- c. Conduct ongoing Needs Assessment of clients, and develop (with team) appropriate treatment goals regarding issues related to housing, food, hygiene/self-care/Activities of Daily Living, financial resources, budgeting, meaningful activities such as job, school, volunteer work, family caretaking, and creative outlets.
- d. Review clients' progress toward treatment goals at team meetings, via email, or by direct verbal communication. Participate in team meeting as needed to update staff on case management activities and to offer input regarding services to potential clients
- e. Participate in the protocols of South County Clinic which include but are not limited to:
 - 1) Case manager is in office at least two hours per day; informs front desk each morning of his/her schedule and uses sign-out board each day to apprise staff of his/her availability.
 - 2) Meet weekly with Unit Chief to review caseload and progress toward services provided to clients
 - 3) Meet quarterly with Unit Chief, Clinical Services Manager and Mateo Lodge Manager to review caseload
 - 4) Participate in staff development and trainings as applicable to the client population as outlined in the FAST program training section
 - 5) Document all client contacts and services on a daily basis or within 24 hours to ensure continuous collaborative care

3. Contractor Manager or supervisor will meet with SCC Unit chief and Clinical Services Manager on a quarterly basis to review program efficacy. Any issues regarding performance whether with the program or program staff will be directly communicated to Mateo Lodge Manager or Supervisor with the understanding that issues of concern will be addressed in a timely manner and with a defined plan of action.
4. Mateo Lodge will identify a specific person who will actively cover the CBCM cases when CBCM is unavailable due to vacation, sick or other time off.
5. Mateo Lodge will be responsible for providing clinical supervision to Supplemental Case management staff.
6. Contractor shall:
 - a. Participate in the San Mateo County BHRS Organized Health Care Arrangement (OHCA) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPA) Privacy Rule (106.103). Individual will follow all HIPAA policies and procedures of San Mateo County BHRS.
 - b. Participate in all required tracking and data collection for clients in the program.

III. Administrative Requirements

A. Record Retention

Paragraph 13 of the Agreement and Paragraph <INSERT SECTION> 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 (18th) 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.

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee).
- c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
- e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.

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

D. 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). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A) which is located online at: <http://smchealth.org/SOCMHContractors>, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.aodsystems.com/SMC/Index.htm>, and is incorporated by reference herein.

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

F. Certification

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

G. Ineligible Employees

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

a. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the 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.

b. California Department of Healthcare Services (DHCS)

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

H. 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. Availability and Accessibility of Service

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

K. 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.

L. Beneficiary Brochure and Provider Lists

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

M. Fingerprint Compliance

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

N. 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.

O. 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.

P. 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.

IV. GOALS AND OBJECTIVES

A. Transitional Residential Treatment Services

Goal 1: To prepare the client to live in the community.

Objective: At least seventy percent (70%) of clients discharged after completion of six (6) months or more 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.

B. Rehabilitation Services

1. Hospitalizations

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

Objective: No more than fifteen percent (15%) of the clients in the Rehabilitation program shall be hospitalized

Data collection to be completed by Contractor.

2. Homeless

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

Objective: No more than five percent (5%) of clients in the Rehabilitation program shall become homeless.

Data collection to be completed by Contractor.

3. Employment

Goal: To increase or maintain clients 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 clients in the Rehabilitation program who are working in paid or unpaid positions, or actively seeking employment.

Data collection to be completed by Contractor.

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

4. Incarcerations

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

Objective: No more than five percent (5%) of clients in each of the Transitional Residential Treatment Services and Rehabilitation Services programs shall be incarcerated.

Data collection to be completed by Contractor

C. Homeless Outreach

Goal: To engage clients who are homeless and seriously mentally ill in mental health services and/or treatment.

Objective: At least fifty percent (50%) of clients will be linked with services, including regional mental health services, acute psychiatric hospital services, and entitlements.

Data collection to be completed by the Contractor.

D. Targeted Enhanced Pre-crisis Outreach

Goal: To engage clients who demonstrate behavioral changes for which there may be an underlying mental illness.

Objective: At least fifty percent (50%) of clients will be linked with services, including regional mental health services, acute psychiatric hospital services, and entitlements.

E. Satisfaction

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

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

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

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

End of Exhibit A

MATEO LODGE, INC.
EXHIBIT B
FY 2012-14

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed THREE MILLION NINE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED FOUR DOLLARS (\$3,998,604).

FY 2012-13		
Program Services	FY 2012-13	
Transitional Residential Serv. at Wally's Place		412,862
Rehab Services		
Humboldt	278,105	
Cassia	242,291	
Poplar	4,261	
Rehab-General	454,644	
Total Rehab		979,301
Outreach Services		
Homeless Outreach - Support Team	344,305	
Total Homeless Outreach Services		344,305
SCC Community-based Case Management		107,001
Sub-total (Original Contract Amount)		1,843,469
Targeted Enhanced Pre-crisis Outreach*		41,666
Targeted Enhanced Pre-Crisis Outreach One-time start-up costs		20,000
Total for FY 2012-13		1,905,135

* Effective May 1, 2013.

FY 2013-14		
Program Services	FY 2013-14	
Transitional Residential Serv. at Wally's Place		412,862
Rehab Services		
Humboldt	278,105	
Cassia	242,291	
Poplar	4,261	
Rehab-General	454,644	
Total Rehab		979,301
Outreach Services		
Homeless Outreach - Support Team	344,305	
Targeted Enhanced Pre-crisis Outreach	250,000	
Total Outreach Services		594,305
SCC Community-based Case Management		107,001
Total for FY 2013-14		2,093,469

B. Rate of Payment

Unless otherwise authorized by the Chief of the Health System or designee, the rate of payment by County to Contractor shall be as follows:

1. FY 2012-13

a. July 1, 2012 – April 30, 2013

For the period July 1, 2012 through April 30, 2013, the rate of payment by County to Contractor shall be one-twelfth (1/12) of \$1,843,469 or ONE HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED TWENTY-TWO AND FORTY-ONE CENTS (\$153,622.41).

b. May 1, 2013 – June 30, 2013

For the period May 1, 2013 through June 30, 2013, the rate of payment by County to Contractor shall increase by one-half of the maximum amount for the Targeted Enhanced Pre-crisis Outreach of \$41,666. The monthly payment shall increase by \$20,833 from \$153,622.41 to ONE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED FIFTY-FIVE AND FORTY-ONE CENTS (\$174,455.41).

c. Additional May 2013 payment

In May 2013, in addition to the payment amount specified in I.B.1.b.above, County shall pay Contractor a one-time amount of \$20,000 for start-up costs for the Targeted Enhanced Pre-crisis Outreach program.

2. FY 2013-14

For the period July 1, 2013 through June 30, 2014, the rate of payment by County to Contractor shall be one-twelfth (1/12) of \$2,093,469 or ONE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED FIFTY-FIVE AND SEVENTY-FOUR CENTS (\$174,455.74).

C. Grants

1. PATH Grant

The Contractor and County acknowledge and agree that as least part of the funding for this Agreement is from PATH grant funding. PATH grant funds can be utilized to create new services, as well as to augment and enhance services that are now available to the target population. All PATH funding must pertain to one or more of the following services:

- a. Outreach services.
- b. Screening and diagnostic treatment services.
- c. Habilitation and rehabilitation services (relating to training and education to improve the individual's functioning in the community).
- d. Community mental health services.
- e. Alcohol and/or drug treatment services.
- f. Staff training (for individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where individuals require homeless services).
- g. Case management services.
- h. Supportive and supervisory services in residential settings.

- i. Referrals for primary health services, job training, educational services, and relevant housing services.
- j. Housing (limited to 20 percent of the PATH grant). Federal law does not permit the use of PATH funding in support of emergency shelters or for emergency beds. The PATH funds used to directly house clients should be related only to security deposits or one-time payments to prevent eviction. Housing funding must be used according to the following criteria:
 - 1) Minor renovation, expansion, and repair of housing;
 - 2) Planning of housing;
 - 3) Technical assistance in applying for housing;
 - 4) Improving the coordination of housing services;
 - 5) Security deposits;
 - 6) The costs associated with matching eligible homeless individuals with appropriate housing situations; and
 - 7) One-time rental payments to prevent eviction.

2. SAMSHA Grant

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

- a. Funding must be used according to the following criteria:
 - 1) Services must be provided to residents principally residing in a defined geographic area (referred to as service areas);
 - 2) 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;

- i. Referrals for primary health services, job training, educational services, and relevant housing services.
- j. Housing (limited to 20 percent of the PATH grant). Federal law does not permit the use of PATH funding in support of emergency shelters or for emergency beds. The PATH funds used to directly house clients should be related only to security deposits or one-time payments to prevent eviction. Housing funding must be used according to the following criteria:
 - 1) Minor renovation, expansion, and repair of housing;
 - 2) Planning of housing;
 - 3) Technical assistance in applying for housing;
 - 4) Improving the coordination of housing services;
 - 5) Security deposits;
 - 6) The costs associated with matching eligible homeless individuals with appropriate housing situations; and
 - 7) One-time rental payments to prevent eviction.

2. 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:

- a. Funding must be used according to the following criteria:
 - 1) Services must be provided to residents principally residing in a defined geographic area (referred to as service areas);
 - 2) 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;

- 3) 24-hour-a-day emergency care services;
- 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services;
- 5) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission;
- 6) 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
- 7) 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.

b. Funds may not be expended for the following purposes:

- 1) To provide inpatient services;
- 2) To make cash payments to intended recipients of health services;
- 3) To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
- 4) To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
- 5) To provide financial assistance to any entity other than a public or nonprofit private entity.

c. 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:

- 1) Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment 2)
 - 2) Certification Regarding Environmental Tobacco Smoke (Attachment 3)
- D. Contractor's FY 2012-14 budget is attached and incorporated into this Agreement as Exhibit C.
- E. 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.
- F. 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.
- G. 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.
- H. In the event this Agreement is terminated prior to June 30, 2014, 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.
- I. 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.
- J. 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).
- K. 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.
- L. Monthly Invoice and Payment

1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

- a. Direct Services/Claims

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

- b. Indirect Services/Claims

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

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

County of San Mateo
Behavioral Health and Recovery Services
225 37th Avenue, Third Floor
San Mateo, CA 94403

- M. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- N. 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.
- O. 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.
- P. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- Q. Cost Report
 - 1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the 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 M of this Exhibit B.
3. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in Paragraph A of this Exhibit B.

R. 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 Q. of this Exhibit B.

County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

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

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph L. of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

S. 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.

T. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

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

U. Unspent Funds

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

1. Contractor shall submit a projected calculation of any savings no later than 90 days before the end of the fiscal year. The projected calculation will be a separate report from the year-end cost report. With the projected calculation Contractor shall return the amount of the savings.
2. At the time of the submission of the projected calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due 90 days after the specific purpose has been completed, or 90 days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

4. A final accounting of the rollover funds shall be submitted 90 days after the specific purpose has been completed, or 90 days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
5. 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.

End of Exhibit B

**Exhibit C - Contractor's FY 2012-14
Mateo Lodge, Inc.**

	Budget FY 2012-13	Budget FY 2013-14	Budget FY 2012-14
Programs			
Transitional Residential Services at Wally's Place	412,862	412,862	825,724
Rehabilitation Services:			
Humboldt	278,105	278,105	556,210
Cassia	242,291	242,291	484,582
Poplar	4,261	4,261	8,522
Rehabilitation - General	454,644	454,644	909,288
			-
Total Rehabilitation Services including Transitional Residential Svcs.	1,392,163	1,392,163	2,784,326
Homeless Outreach - Support Team	344,305	344,305	688,610
Enhanced Pre-crisis Outreach Support Team*	41,666	250,000	291,666
Enhanced Pre-crisis Outreach Support One-Time Cost	20,000		20,000
South County Clinic Integrated FSP	107,001	107,001	214,002
			-
TOTAL	1,905,135	2,093,469	3,998,604

* Effective May 1, 2013