

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND TELECARE CORPORATION**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TELECARE CORPORATION, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement ("Original Agreement") for professional services on September 11, 2012 for the term of July 1, 2012 through June 30, 2015, for an amount not to exceed \$22,435,758; and

WHEREAS, on July 23, 2013, the Director of Public Health, Policy and Planning, as your designee, approved an amendment to the Agreement increasing the amount by \$6,200 to an amount not to exceed \$22,441,958. There was no change to the term of the Agreement; and

WHEREAS, on June 24, 2014, the Chief of the Health System approved an amendment to the Agreement increasing the amount by \$320,670 to an amount not to exceed \$22,762,628. There was no change to the term of the Agreement; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a third time increasing the amount by \$1,825 for Public Health Policy and Planning and \$90,000 for Aging and Adult Services. The combined maximum amount of the agreement will be increased by \$91,825, not to exceed a combined total of 22,854,453. There is no change to the term of the Agreement; and

WHEREAS, the parties wish to amend 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 "A3," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B3." 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 TWENTY-TWO MILLION EIGHT HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED AND FIFTY-THREE DOLLARS (\$22,854,453).

2. Exhibit A2 is hereby deleted and replaced with the Exhibit A3 attached hereto.
3. Exhibit B2 is hereby deleted and replaced with the Exhibit B3 attached hereto.
4. Exhibit D2 is hereby deleted and replaced with the Exhibit D3 attached hereto.
5. All other terms and conditions of the Original 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.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

TELECARE CORPORATION



Contractor's Signature

Date: 11/13/14

ATTEST:

By: _____
Clerk of Said Board

EXHIBIT A3 - SERVICES
TELECARE CORPORATION
FY 2012-15

In consideration of the payments set forth in Exhibit B2, Contractor shall provide the following services:

I. Care for Patients in the State/Local Program for Regional Civil Detention of Persistently Non-Adherent Tuberculosis

A. Description of Services

1. Contractor will maintain one bed for 365 days for patient(s) referred by a California Local Health Justification (LHJ) in the program of Regional Civil Detention of Persistently Non-Adherent Tuberculosis Patients.
2. Contractor will provide additional beds for participants on a space available basis.

Contractor is a provider/partner with San Mateo County Health System, Public Health, Policy and Planning (County) in providing a secure locked facility at Cordilleras Center for certain patients requiring special housing and treatment for tuberculosis in California.

Provision of these services shall be subject to program terms and conditions as established by the California Department of Public Health, Tuberculosis Control Branch. It is the intention of both parties to amend this Agreement as necessary to maintain compliance with these same terms and conditions.

B. Contractor Duties

1. Contractor will accept patients and provide services based on the current protocols, policies and procedures issued by the State Tuberculosis Control Branch (TBCB).
2. Contractor will work with each LHJ to assure the appropriateness of each patient placed at Cordilleras Center.
3. Contractor will inform the County Tuberculosis Control Officer (650-573-2346) on or before the first day of confinement of each patient to be placed.
4. Contractor will inform the County Tuberculosis Control Officer (650-573-2346) on the day of discharge of each patient.

C. County Duty

County shall give 30 days notice to Contractor prior to the cancellation of the Regional Civil Detention of Persistently Non-Adherent Tuberculosis Patients Program.

II. Garfield Neurobehavioral Center (SNF) Services

A. Description of Services to be performed at the SNF

Contractor shall provide access to beds for individuals (“residents”) requiring additional care and supervision beyond basic care and supervision and who are registered clients of County. These services are to be performed at the Residential Care Facility, Garfield Nursing Home, Inc., dba Garfield Neurobehavioral Center (SNF), located at 1451 28th Avenue, Oakland, CA 94601. The owner of the SNF is Telecare Corporation located at 1080 Marina Village Parkway, Suite 100, Alameda, CA 94501.

1. Definitions:

- a. “Basic Care and Supervision” refers to the resident services required by conditions of the license between the SNF and the State of California’s Department of Health Services License and Certification (DHS).
- b. “Additional Basic Care and Supervision” refers to the County’s expectation that residents covered by this Agreement will be participants in the SNF’s individualized treatment program (see definition of this program below in Special Needs SNF Admission Criteria) and that residents covered by this Agreement are acknowledged to have special care needs that often require more staff supervision from time to time than that needed by residents without special care needs.
- c. “County Service Plan” refers to the plan of care authorized by the resident’s assigned County care manager.
- d. “SNF Care Plan” refers to the plan of care on-site at the SNF, which is prepared by the SNF with input from the resident and County care manager.

2. SNF Duties:

- a. SNF shall cooperate with County to develop a SNF Care

Plan to meet the goals, objectives, and activities outlined in the resident's County Service Plan subsequent to referral and authorization by County. The SNF Care Plan shall be developed with the individual resident, the facility interdisciplinary team, and the designated County Director of Placement or designee. The County Service Plan shall be kept on file at the SNF at all times. The SNF shall cooperate with County to ensure that the individual resident's needs for clinical services are continuously identified and reported to the County Director of Placement or designee.

- b. SNF warrants the possession of all licenses and/or permits necessary to provide the resident services as specified and required by the laws of the United States and State of California, and the County of San Mateo. Failure to maintain these licenses and permits shall constitute grounds for the termination of the Agreement by County, pursuant to the Termination article of this Agreement.
- c. SNF shall maintain separate individual resident records in accordance with requirements of State and Federal SNF regulations and County regulations. Such individual resident record shall be kept current regarding the name of the County case manager assigned to monitor the resident's care at SNF.
- d. SNF shall allow access to County staff to the extent authorized by law for the purpose of resident assessment, monitoring, crisis intervention, record review, and consultation.
- e. SNF shall maintain the capability to meet the identified needs of special need residents as documented in the SNF Care Plan.
- f. SNF shall notify County immediately when a resident becomes medically or psychiatrically unstable or exhibits uncontrollably violent behavior. County shall transport the resident to the hospital for treatment and shall bear the cost of hospitalization and transportation. Once stable, the resident shall be evaluated for appropriate placement by the County and SNF representatives. Placement could be either back to SNF or to the hospital for continued hospitalization.

- g. SNF shall participate in resident satisfaction surveys as developed by County.
- h. SNF shall provide supplemental services for those residents who occupy beds covered by this Agreement as follows:
 - 1) SNF shall provide scheduled transportation to meet the resident's mental and physical/medical needs and to meet the resident's needs to participate in any planned programs. SNF shall assist and support arrangement of medical care as appropriate.
 - 2) SNF shall encourage the resident to take increasing responsibility for his/her own treatment by supporting established goals as described in the SNF Care Plan and by supporting the resident's participation in organized treatment programs such as self-help activities.
 - 3) SNF shall encourage the resident's use of leisure time in a constructive manner and maintenance of appropriate grooming.
 - 4) SNF shall assist the resident in learning social relationship skills such as communication with others and appropriate expression of feelings.
 - 5) SNF shall participate with County staff in meetings concerning resident(s).
 - 6) SNF shall support sobriety for residents who have a history of alcohol abuse.
 - 7) SNF shall assist the resident in independent management of incontinence (i.e., reminders regarding toileting and use of incontinent garments as appropriate).
 - 8) SNF shall provide those Additional Basic Care and Supervision services to residents who require the management of difficult behavior(s) consistent with the Care Plan.
 - 9) SNF shall encourage resident to develop skills leading to greater independence.
 - 10) SNF shall encourage resident participation in social/recreational activity outside the facility when indicated in the Resident Care Plan.
 - 11) SNF shall accommodate the special needs of the resident, especially providing physical assistance with the resident's activities of daily living, including getting in and out of bed, toileting, dining, and outside activities.

- i. Contractor shall provide 1:1 services for clients in need of this level of care. Contractor and the County will mutually agree to the provision of 1:1 services prior to the commencement of the service.

3. Utilization Management:

Both County and SNF understand and agree that the overall goal is to assist the resident occupying a bed covered by this Agreement to ultimately move to a lower level of care and more independent living in the community. Both County and SNF shall regularly review resident's progress and ability to move to a lower level of care in order to free up this resource for another County client.

SNF's beds are subject to availability and the SNF's determination that resident is compatible with other SNF residents and/or suitable for the SNF's programmatic and admission requirements.

4. County Duties:

- a. County shall provide SNF with as much complete information as possible regarding potential residents. County shall disclose if the potential resident has any history of violence, fire-setting, disregard for smoking rules, special dietary requirements, medical care needs, and/or infectious disease(s).
- b. County shall seek to place only those potential residents in beds covered by this Agreement who met "Special Needs SNF Admission Criteria" as established by the County and updated from time to time. Such criteria are described below in Special Needs SNF Admission Criteria.
- c. Community Programs-Placement, Director of Placement or designee shall provide an Authorization Letter at time of resident's admission.
- d. County shall ensure that each resident has an assigned case manager and that the SNF Care Plan is reviewed and updated regularly.
- e. Community Programs-Placement staff shall transport resident to the County of San Mateo whenever necessary for court hearings regarding the continuation of conservatorship. The Community Programs-Placement

case manager will maintain regular communication with the assigned conservator.

5. Special Needs SNF Admission Criteria:
 - a. Potential resident must be a legal resident of the County and eligible for State Medi-Cal reimbursement. SNF will bill Medi-Cal rate.
 - b. Potential resident must be a registered client within the County and being provided case management services. Potential resident must also have a conservatorship administered by the County's Office of Conservatorship Services.
 - c. Potential resident must be authorized by the County prior to admission.
 - d. Criteria for SNF Admission: Individuals must have a primary diagnosis of Dementia, Amnesic and other cognitive disorder, and Mental Disorders due to a General Medical Condition. (The latter disorders had previously been known as "organic" disorder, but this term has been eliminated in the DSM-IV. Classifications include 29.xx, 293.xx, and 780.xx). Individual behavioral characteristics must be of the nature which can be managed at a SNF level of functioning, e.g., free of seriously and persistent aggressive or violent behavior. Individuals must not pose an imminent threat to themselves or others due to severe disinhibition or aggressive behavior. Individuals must be able to benefit from this level and intensity of intervention. Medical complications must be of the nature that can be medically managed at a Skilled Nursing level of care, i.e., individuals with severe or acute impairments will be screened by the SNF assessment team for appropriateness. Individuals may have a co-existing substance abuse or dependence disorder or psychiatric disorder, but neither can be primary or the principal focus of treatment.
 - e. Each resident will be continuously assessed regarding continuing necessity to occupy the bed covered by this Agreement. If the County staff determines that the resident no longer requires the bed covered by this Agreement, then the resident's conservator will proceed to place the resident in another living arrangement.

- f. Potential resident will have special needs as defined by the County requiring assistance with special needs as indicated in the Resident Care Plan.
- g. Acute Stabilization: Individuals who require acute medical or psychiatric stabilization during the course of stay at Garfield will be sent out to local hospitals, unless otherwise designated or arranged by the referring County. If planned transfer for treatment is not possible, emergency ambulance or "5150" transfers will be employed. Responsibility for subsequent inner-County transfer will be addressed between the referring County and the local admitting hospital.
- h. Bed Hold: There will be a seven-day bed hold when residents are sent out for acute treatment and have the expectation of return.
- i. Limitations of Service: Individuals with the following will not be accepted for admission:
 - 1) Individuals whose medical condition, as assessed by the Contractor, is deemed to be beyond the scope of resources of the facility, e.g., individuals on ventilators or receiving intravenous fluids or tube feedings, or individuals whose complex medical needs are beyond the resources of the facility at any given period;
 - 2) Individuals in extremely debilitated states, e.g., severe contractures; or
 - 3) Individuals not able to benefit from services at a Skilled Nursing Facility level of care.

Please note: An individual's acuity, e.g., disinhibition and assaultiveness will be assessed and an admission decision made based on the facility's ability to safely provide services. Therefore, individuals with severe disinhibition and violent behaviors may not be accepted into the program.

III. Mental Health Services

In full consideration of the payments herein provided for in Exhibit B2, Contractor shall provide services described herein (collectively referred to herein as "Services") authorized by the Behavioral Health and Recovery

Services (BHRS) Division of San Mateo County and as meet medical necessity. These services shall be provided in 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. All payments as identified in Exhibit B2, Paragraph III. must directly support services specified in this Agreement. The San Mateo County Mental Health Services 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 in the County Documentation Manual shall prevail. The Documentation Manual is available at sanmateo.networkofcare.org/mh by following the link For Providers, and then the link to Service Provider Forms and Documents.

A. Uniform Program Requirements – All Mental Health Services

1. 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.

2. Organizational Chart

Contractor shall have a current organization plan on file that reflects Contractor’s current operating structure. As changes in the organization’s operating structure are made, updated organization changes shall be forwarded to the office of County’s Behavioral Health and Recovery Services (BHRS) Director.

3. Psychiatric Treatment Record Requirements

a. Record Requirements for Mental Health Rehabilitation Center (MHRC)

Medical, psychiatric, and activity records pertaining to MHRC treatment services provided to San Mateo County clients under this Agreement shall be kept according to Title 9, Article 22, Chapter 3.5 (MHRC), Sections 784.28 of the California Code of Regulations. These records shall

include evaluation studies as required by the Director of the Division. All such records shall be confidential according to applicable state and federal laws. Documentation shall be maintained in compliance with the Mental Health Services Documentation Manual.

b. Management of Medical Records

All medical records pertaining to psychiatric treatment services provided to San Mateo County clients under this Agreement shall be maintained by, or under the direction of, an accredited medical records technician and in such manner as to meet all licensing, certification, and accreditation requirements and standards.

- c. Paragraph 16 of the Agreement and Exhibit B2, Section IV.S.4. 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.

4. Community Liaison

Contractor shall maintain relationships with the immediate neighborhood and the San Mateo County Mental Health and Substance Abuse Recovery commission, as well as with appropriate BHRS staff and with various other committees as deemed appropriate by the Deputy Director of Behavioral Health and Recovery Services.

County shall have reasonable access to the facility at any time and to such data as will allow for the meaningful evaluation and monitoring of quality of care.

5. Discharge Criteria, Planning, and Placement

- a. Discharge planning shall be the responsibility of Contractor in consultation with designated San Mateo County BHRS staff. Discharge planning shall begin upon client admission.
- b. Discharge planning shall include evaluation of level of care

needed for placement, linkage to appropriate setting, pre-discharge coordination of appropriate community-based and recovery-oriented services, including benefits and outpatient mental health services.

- c. Discharge plans shall be in writing and shall be included as part of the client's record.
- d. For voluntary clients, Contractor shall be responsible for applications for financial aid as necessary, Medi-Cal processing, General Assistance, filing of change of address, transportation to and from volunteer work, transportation to vocational rehabilitation and notification of responsible parties.
- e. Contractor shall provide monthly reports to the BHRS, Deputy Director or designee that will detail admissions and discharges to the community. County designated staff shall collaborate with Admission Coordinator in pre-discharge planning and shall share responsibility with Clinical Director and Admissions Coordinator for coordinating appropriate community support resources.
- f. The Clinical Director and Admissions Coordinator shall be actively involved in BHRS meetings and activities that involve community housing resources, treatment, and rehabilitation and recovery services. The Clinical Director and Admissions Coordinator shall cooperate fully with the County Resource Management Team, to include, but not be limited to, participation in discharge planning meetings twice per month. Minutes of those meetings shall be taken by Contractor and provided to meeting participants and to the BHRS Deputy Director.
- g. The Clinical Director and/or Admission Coordinator shall participate in weekly administrative day meetings on unit 3AB at the San Mateo Medical Center. Admission Coordinator shall interview prospective clients and shall be pro-active in obtaining prospective client information in a timely manner. Admission Coordinator as needed will visit other acute inpatient facilities in San Mateo County to interview prospective clients and to obtain relevant client information.

6. Court Testimony

It is recognized that a certain number of clients at Cordilleras will require evaluations for legal purposes and that, in some instances, court testimony will be required for clients who are San Mateo County residents. Both parties acknowledge that there may be times when clinical staff may be required to testify for such clients when determined by County Counsel; if and when it may occur, they shall do what is required without additional reimbursement for such evaluations or court testimony, including adequate preparation and consultation with County Counsel and testimony in court. Court appearances will be limited to San Mateo County.

7. Reporting

Contractor shall report state-required client services data to the BHRS Division's Management Information System (MIS) Unit at monthly intervals. The data shall be incorporated into a year-end report, which shall include such information as the Director of BHRS requires to permit reporting, monitoring, and evaluation of Contractor's performance pursuant to this Agreement.

8. Quality Improvement

Contractor shall submit and implement a Quality Improvement plan as required by and subject to approval of the San Mateo County BHRS Quality Improvement Manager. The plan shall include a description of utilization review, co-occurring capability development medication monitoring, case documentation, peer review, and other issues pertaining to quality improvement mandates and policies.

B. Cordilleras Mental Health Center

For the term of this Agreement as herein specified, Contractor shall operate a Mental Health Rehabilitation Center (MHRC) at the Cordilleras Mental Health Center facility at 200 Edmonds Road in Redwood City, California. This facility is licensed at a capacity of sixty-eight (68) beds. Of these, sixty-one (61) beds are dedicated exclusively for residents of San Mateo County. Contractor may, at County's discretion, market the excess beds to other entities requiring these services. In addition contractor shall provide forty-nine (49) residential care beds. The total bed capacity for San Mateo County clients shall be one hundred ten (110) beds. Contractor shall work with clients to develop and maintain vegetable garden and fruit tree orchard. Garden and orchard produce shall be used to supplement the client food supply.

1. MHRC Capacity

- a. Contractor shall provide a dedicated capacity of sixty-one (61) beds for clients who are eighteen (18) years of age and older; who suffer moderate to severe mental illness and/or co-occurring disorders and who require a locked setting, including such eligible clients of the BHRS of the San Mateo County Health System, hereinafter referred to as "System," as may be referred to Cordilleras Center by Division staff, duly authorized by the Director of BHRS.
- b. Contractor and County shall work jointly to maximize admissions to available beds. County shall be guaranteed first (1st) option for psychiatric services on any open bed. Dedicated beds will be held open awaiting a County placement unless County agrees to Contractor seeking a non-County resident to fill the open bed. Contractor will accept direct community admissions. These admissions will follow written guidelines and will be approved by the Program Administrator.

2. Adult Residential Facility Capacity

Contractor shall operate a co-occurring capable residential care programs for clients who can be served in an unlocked setting called Cordilleras Suites ("Suites"), licensed for a combined capacity of forty-nine (49) residential beds.

3. Resident Eligibility/Limitations of Service

- a. Clients for the Suites must be between eighteen (18) years of age and sixty (60) years of age.
- b. Residents of the MHRC must be at least eighteen (18) years of age. Clients sixty-five (65) years of age or older may be placed by mutual consent of Contractor and County.
- c. Clients who have co-occurring illnesses that include substance abuse, organic brain syndrome, mild mental retardation, or developmental disabilities will be welcomed provided they meet other admission criteria. Clients whose degree of organicity, dementia, mental retardation, or developmental disabilities impairs their ability to function in the Cordilleras setting will be reviewed by the Cordilleras clinical management team prior to admission.

- d. Clients with medical problems or conditions which require medical attention beyond that available through outpatient care shall be admitted upon mutual consent of Contractor Administrator, the BHRS Deputy Director for Adult and Older Adult Services, and the BHRS Medical Director.
- e. Clients who are potentially dangerous to themselves or others will be closely screened to determine if they can be managed and treated adequately in the program. The decision to admit such clients will be based on clinical assessment, current staffing, census, and the capacity to respond to a client's unique behavioral challenges within the facility at the time of referral.
- f. By virtue of its license as an MHRC (#02 68 015), Cordilleras Mental Health Center will serve criminal justice system clients on an exception basis while adhering to BHRS Policy No. 92-2 upon mutual consent of Contractor Administrator, the BHRS Deputy Director for Adult and Older Adult Services, and the BHRS Medical Director.
- g. Clients may be admitted on a voluntary basis on a temporary or full Lanterman-Petris-Short Act (LPS) conservatorship or on a 1370.01 legal hold.
- h. Clients under a hold in accordance with W&I code 5150 or 5250 may not be admitted.
- i. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and County. Such procedures and standards shall be developed to insure the admission of all persons who are able to benefit from the services provided. Such standards and procedures shall exclude the admission of persons whose disabilities or degree of disabilities would be inappropriate to the level of service intended to be provided by Contractor.

4. Services to be Provided

For the term of this Agreement, psychiatric treatment services provided by Contractor shall include the following services to eligible clients as defined in Exhibit A2, Paragraph II.B.3., Resident Eligibility.

a. MHRC Clinical Services

Contractor shall provide an integrated, co-occurring capable rehabilitation and recovery program aimed at improving the adaptive functioning of persons with mental illnesses and co-occurring conditions to enable client to move to a less restrictive environment.

Services shall include, but are not limited to, the following services. These services shall be provided in a manner consistent with the terms and provisions of this Agreement and subject to procedures and standards mutually agreed upon by Contractor and County. Transportation support shall be provided for groups that take place away from Cordilleras. Programs, groups, meetings, social and recreational activities will be available 7 days a week.

- 1) Wellness Management and Recovery
Contractor shall assist clients to develop strategies for managing mental illness and progressing in recovery. Staff shall provide information strategies and skills to be used by clients to further their own recoveries. Emphasis shall be on setting and pursuing personal goals, and on utilizing recovery strategies and Evidenced-Based Practices. Staff shall have training to support the development and use of Wellness Recovery Action Plans. Groups and activities shall be provided that:
 - a) Introduce and teach wellness and recovery concepts.
 - b) Support clients in efforts to move towards wellness and recovery.
 - c) Make available wellness recovery and action planning groups to clients.
- 2) Skill Building (Cognitive Behavioral and Evidence Based Practice Emphases)

Staff shall assist clients in the development of skills needed to succeed in living in the community. The focus of these activities shall be to increase clients' understanding of their cognitive and emotional processes and how these affect their behavior.

- 3) Co-occurring Disorder Groups
Contractor shall offer services for clients needing services to address mental illness and substance abuse issues. These services shall include:
 - a) Psycho education
 - b) Support for clients in all stages of treatment

- readiness, and
- c) Relapse prevention skill building
- 4) Health Education: groups and activities will be provided.
- 5) Family education groups monthly and family meetings as clinically indicated.
- 6) Arts and crafts groups.
- 7) Indoor and outdoor sports activities.
- 8) Active discharge planning activities.
- 9) Transportation and support to clients to attend community reintegration activities.
- 10) Specialty programs and activities for young adults

b. MHRC Client Services

Contractor shall provide treatment services in accordance with all applicable federal, state, county, and municipal laws and ordinances and regulations, including Title 9 of the California Administrative Code, applicable sections of the California Welfare and Institutions Code, including, but not limited to, Workers' Compensation requirements and standards for participating in the State and County program.

- 1) Services shall include, but are not limited to the following:
 - a) room and dietetic service;
 - b) nursing services (including medication administration and resident care);
 - c) housekeeping;
 - d) laundry;
 - e) medical records management;
 - f) medication order processing; and
 - g) emergency medical and ancillary service provisions.

2) Program Monitoring
 The State of California and County and their appropriate agencies have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed and to audit and inspect any books and records of Contractor with respect to services performed under this Agreement.

c. MHRC Program for Clients Needing Specialty Co-Occurring Services

Contractor shall provide integrated recovery oriented, stage-matched treatment services for clients who have a

co-existing mental illness and substance abuse diagnosis and are in need of co-occurring services.

- 1) The program shall include both individual and group counseling.
- 2) The treatment objectives for the specific co-existing services shall be specified in the client's treatment plan.
- 3) Program should include:
 - a) Trauma informed services
 - b) WRAP for co-occurring clients
 - c) CBT groups
 - d) Individual work
 - e) Motivational Interviewing
 - f) Relapse prevention, and
 - g) Psycho education
 - h) Smoking cessation

d. Psychiatric Services

- 1) Contractor will work with a County-provided physician who will fulfill the required psychiatric services. The County physician will have administrative, clinical, and consultative responsibilities and shall participate in interdisciplinary meetings or other processes that review administrative and clinical issues.
- 2) The County will ensure that all licensing requirements are met through the provision of the County psychiatric services. The roles and responsibilities of the County physician will be detailed in a separate Memorandum of Understanding developed by the San Mateo Medical Center (SMMC) and BHRS and is incorporated by reference.
- 3) Contractor will utilize the Psychiatric Emergency Services (PES) department of SMMC for on-call coverage for evenings and weekends to include but not limited to MD orders, medication issues, authorizations for seclusion in the event of a crisis, and consultation on medical and clinical issues.
- 4) Contractor and County will meet on a regularly scheduled basis and minimally at least once a quarter to plan, coordinate, and ensure the quality of physician services provided by the County.

e. Physician Services

Contractor shall provide a licensed, qualified psychiatrist to provide part-time psychiatric services. The staff psychiatric responsibilities will be:

- 1) Case Documentation (all services) – Case documentation shall be maintained in compliance with the California State Department of Mental Health guidelines and regulations for the Medi-Cal program and in accordance with the BHRS Documentation Manual. Documentation shall include completion of the physician's initial note, BHRS Medication Consent Forms, and progress and prescribing note. Charts shall be subject to annual medication monitoring review.
 - 2) Adequate coverage in the provision of psychiatric services for facility clients (MHRC only).
 - 3) Provision of court testimony (MHRC only).
 - 4) In coordination with the Medical lead psychiatrist, provide scheduled coverage five (5) days per week (Monday-Friday) in such a format as to allow admissions and discharges to be made five days per week (MHRC only).
 - 5) Receive supervision from the Medical lead psychiatrist provided by the County.
- f. Adult Residential Facility Services (Suites)
- 1) Program is designed to be co-occurring capable and serve clients who are able to leave the locked setting, yet require the structure of a facility like Cordilleras Center.
 - 2) Clients may be referred from the general MHRC population. Admissions may also be referred directly from the community, upon the mutual agreement of Contractor and County.
 - 3) To gain greater independence, clients shall be encouraged to participate in community activities. Contractor shall provide transportation and support to assist residential clients in attending community activities when appropriate.
 - 4) Contractor will provide Admissions Coordinator to provide intake and discharge coordination.
 - 5) Contractor will encourage and offer assistance to all clients to develop and complete a Wellness and Recovery Action Plan (WRAP). Contractor will recruit and coordinate efforts with a County-trained

facilitator.

6) Contractor shall provide services designed to improve the clients' daily living skills and help clients become engaged in meaningful activities on a daily basis. These service shall include:

a) Supplemental Services

- i. Transportation and support to clients to attend community reintegration activities.
- ii. Medication management services
- iii. Coordination of medical appointments, including transportation
- iv. Development of a personal support system in the community
- v. Practicing social skills
- vi. Planning and implementing leisure activities, including:
 - o Providing incentives to increase clients' participation in meaningful community-based activity
 - o Assisting clients in making healthy choices about daily activities
 - o Reviewing clients' daily activities on a regular basis to adjust, when necessary, daily activity goals
- vii. Learning basic living skills, including:
 - o meal preparation
 - o shopping
 - o housekeeping
 - o personal hygiene
 - o recreation
 - o physical fitness
 - o use of public transportation
 - o money management
 - o use of community resources

b) Mental health services:

- i. Integrated service coordination, including case management services
- ii. Crisis intervention services
- iii. Resident Community Meetings, which may address the following topics:
 - o recovery planning
 - o weekly goals
 - o relapse prevention
 - o coping skills
- iv. Contractor shall provide County care coordination.

- v. On-site DBT groups and coaching
- vi. Pre-vocational Counseling
- vii. Securing long-term community housing

7) Peer Counseling

Contractor shall employ a peer counselor to work with the clients in the residence.

8) Reporting

Contractor shall report to County the total number of hospital days for clients annually and any other data provided by Caminar.

g. Vegetable Garden and Fruit Trees

Contractor shall work with clients to develop and maintain a vegetable garden and fruit tree orchard. Garden and orchard produce shall be used to supplement the client food supply.

5. Video Monitoring System

Contractor shall utilize a video monitoring system for the MHRC program to improve patient safety and reduce serious incidents. The system will cover public areas including hallways, dayrooms, exits, entrances, lobbies, stairwells, and areas outside of the facility immediately adjacent to the building. It will not monitor private areas including bedrooms, bathrooms, and shower areas.

Contractor will:

- a. Monitor exits and entrances to identify possible elopement risks, analyze details of elopements to enhance security measures and provide a detailed patient description to law enforcement when elopement occurs.
- b. Monitor hallways to prevent patients from wandering into other patient's rooms in order to reduce high-risk incidents such as theft, assault, and unwanted sexual contact.
- c. Provide increased surveillance during times of lighter staffing (nights and weekends) in unsupervised areas such as the stairwell and elevator lobby.
- d. Reduce incidents of contraband and illicit substances brought into the facility by visitors.
- e. Review patient incidents when they actually occur to

determine preceding events, to debrief the incidents, and to learn how to prevent such incidents in the future.

IV. Goals and Objectives

A. Mental Health Services

1. MHRC

On an annual basis, Contractor will report, in writing, on the outcomes of the following goals:

Goal: To develop new skills and supports and increase adaptive behaviors enabling clients to live in a less restrictive, more independent residential environment.

Objective: A minimum of eighty percent (80%) of clients who respond to the MHSIP will indicate that they “strongly agree” or “agree” with the statement “I do better in social situations.”

Objective: A minimum of eighty percent (80%) of clients who respond to the MHSIP will indicate that they “strongly agree” or “agree” with the statement “I am better able to deal with crisis.”

Goal: To minimize client seclusion

Objective: Client seclusion rate shall be less than 1.99 days per 1,000 bed days.

Goal: To enhance client satisfaction with services received

Objective: A minimum of ninety percent (90%) of clients who complete a satisfaction survey will be satisfied with the program. A satisfaction survey will be administered on a voluntary basis at discharge.

Objective: A minimum of seventy-five percent (75%) of clients shall report that Contractor staff are sensitive to cultural and ethnic background of client.

Goal: Increase flow of client admissions and discharges in the acute/sub acute service system.

Objective: 132 admissions will be made per fiscal year.

Objective: Community discharges will be maintained at 89 during each fiscal year.

Hospitalizations

Goal: To maintain the number of clients in their current or a lower level of care and out of the hospital.

Objective: No more than thirty percent (30%) of clients admitted to the facility shall be returned to a higher level of care within 15 days of admission.

Smoke-Free Environment

Goal: To become a smoke-free environment by end of FY 2012-13.

Objective: Smoking cessation group services will be offered.

2. Adult Residential Facility

On an annual basis, the Contractor will report, in writing, on the outcomes of the following goals:

Goal: To develop new skills and supports and increase adaptive behaviors enabling clients to live in a less restrictive, more independent residential environment.

Objective: A minimum of eighty percent (80%) of clients who respond to the MHSIP will indicate that they "strongly agree" or "agree" with the statement "I do better in social situations."

Objective: A minimum of eighty percent (80%) of clients who respond to the MHSIP will indicate that they "strongly agree" or "agree" with the statement "I am better able to deal with crisis."

Contractor to provide MHSIP response data.

Objective: At least eight (8) clients currently residing in the Suites will have a completed WRAP Plan.

Contractor to provide data.

Goal: To enhance client satisfaction with services received

Objective: A minimum of ninety percent (90%) of clients who complete a satisfaction survey will be satisfied with the program. A satisfaction survey will be administered on a voluntary basis at discharge.

Contractor to provide data.

Objective: A minimum of seventy-five percent (75%) of clients shall report that Contractor staff are sensitive to cultural and ethnic background of client.

Contractor to provide data.

3. Hospitalizations

Goal: To minimize inappropriate or unnecessary acute hospitalization.

Objective: Program clients will have no more than a total of 4 Psychiatric Emergency Services visits per month.

Contractor to provide data.

4. Homelessness

Goal: To increase or maintain the number of clients in community housing and not becoming homeless.

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

Contractor to provide data.

5. Employment

Goal: To increase or maintain the number of clients working in paid or unpaid positions, or actively seeking employment.

Objective: At least 10% of clients shall be working in paid or unpaid positions, or actively seeking employment.

Contractor to provide data.

B. Garfield Neurobehavioral Center (SNF) Services

Goal 1: To provide a safe and supportive environment that meets the complex medical, psychiatric, and social needs of conservatees who may have dementia or other organic processes which limit their abilities to live in a less restrictive setting.

Goal 2: To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality twenty-four (24) hour sub-acute care.

Objective 1: No more than ten percent (10%) of all admissions will be discharged to an acute psychiatric level of care.

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

V. Administrative Requirements (for all service components)

A. Paragraph 16 of the Agreement and Exhibit B2, Section IV.S.4. 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.

B. Administering Satisfaction Surveys

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

C. Cultural Competency

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

1. Contractor will submit an annual cultural competence plan that

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence.
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee).
 - c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
 - e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
 5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.
- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director of Adult and Older Adult Services within 10 business days of Contractor's receipt of any such licensing report.
 - E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).
 - F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
 - G. Contractor may not employ any person deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.
 - H. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Healthcare Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is

an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov>, once there, type in "medi-cal suspended and ineligible provider list" in the search box.

I. Advance Directives

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

J. Beneficiary Rights

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

K. Physician Incentive Plans

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

L. Availability and Accessibility of Service

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

M. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

N. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental

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

End of Exhibit A3

EXHIBIT B3 – PAYMENTS AND RATES
TELECARE CORPORATION
FY 2012-15

In consideration of the services provided by Contractor in Exhibit A3, County shall pay Contractor based on the following fee schedule:

I. Total Maximum Obligation

The maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed TWENTY-TWO MILLION EIGHT HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS (\$22,854,453) for the three fiscal years 2012-15. The maximum amount for each fiscal year is as follows:

FY 2012-13:	\$7,403,782
FY 2013-14:	\$7,569,320
FY 2014-15:	<u>\$7,881,351</u>
Total	\$22,854,453

II. Care for Patients in the State/Local Program for Regional Civil Detention of Persistently Non-Adherent Tuberculosis (TB) Patients

A. Room and Board:

The maximum amount County shall pay for the one bed reserved for the State/Local Program for Regional Civil Detention of Persistently Non-Adherent Tuberculosis Patients shall not exceed TWO HUNDRED EIGHTY-ONE THOUSAND FOUR HUNDRED TEN DOLLARS (\$281,410) for the three fiscal years 2012-15. The maximum amount for each fiscal year is as follows:

FY 2012-13:	\$96,720
FY 2013-14:	\$90,885
FY 2014-15:	<u>\$93,805</u>
Total	\$281,410

B. If the number of bed days exceeds three hundred sixty-five (365), Contractor shall bill the sending local health jurisdiction (“LHJ”) (including San Mateo County if the TB detention client is a San Mateo County resident) on a quarterly basis at the effective daily rate.

- C. In the event that a TB client requires services not covered in Exhibit A3, the need for these services must be discussed with and approved in writing by the sending LHJ before such services are rendered. If such services are rendered and the payment by a third-party insurer, less deductibles and co-payments, falls below the Medi-Cal rate for such services, the Contractor shall bill and be reimbursed by the sending LHJ. CDPH TBCB may reimburse the sending LHJ up to SEVENTY-FIVE DOLLARS (\$75) per day for such services.

- D. Quarterly invoices for the bed will be sent to:

Public Health, Policy and Planning Accounting
 Attention: Imelda Baumgard
 San Mateo County Health System
 225 37th Avenue
 San Mateo, CA 94403

- E. Payments for services as described in Paragraph I. of Exhibit A3 shall be contingent upon receipt of funding designated for these services from the California Department of Public Health, subject to the program terms and conditions as established by California Department of Public Health, Tuberculosis Control Branch. It is the intention of both parties to amend this Agreement as necessary to maintain compliance with these same terms and conditions.

- F. Contractor agrees to make all efforts to bill any eligible third party payor, including Medi-Cal and Medicare, for these services. The payments made under the terms of this Agreement are designed to assure that there is a fair minimum payment made to the Contractor for services.

III. Services at Garfield Neurobehavioral Center (SNF)

- A. The County shall pay TWO HUNDRED TWENTY-SEVEN DOLLARS AND TWENTY-SEVEN CENTS (\$227.27) per client per bed day for access to beds for individuals who require additional care and supervision beyond the basic level, not to exceed ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000) for the three fiscal years 2012-15. The maximum amount for each fiscal year is as follows:

FY 2012-13:	\$320,000
FY 2013-14:	\$320,000
FY 2014-15:	<u>\$410,000</u>
Total	\$1,050,000

- B. If client is not Medi-Cal eligible, an additional rate of TWO HUNDRED SIXTY-SEVEN DOLLARS AND EIGHTY-SIX CENTS (\$267.86) per client per day and additional charges for physicians and ancillary will be billed. This additional charge is set at the State Medi-Cal rate and will be adjusted if the Medi-Cal rate changes. If client is not Medi-Cal eligible, County will be notified within 30 days following SNF's receipt of written notice of such lack of eligibility.
- C. Payment by County to Contractor shall be monthly. Contractor shall submit one monthly invoice to the County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include the facility name, client name, and a summary of services and charges for the month of service. The invoice must document the resident's Authorization Number and Units of Service. Invoices shall be sent to:
- Aging and Adult Services
San Mateo County Health System
225 37th Avenue
San Mateo, CA 94403
- D. In addition Contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
1. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 2. County approved form(s) which provide detailed description of services provided including but not limited to: patient names, number of patient days, daily negotiated rate, and type of service provided (Ex: Day Treatment, etc.).
- E. All compensation will be payable during the month following the month of days utilized by residents covered by this Agreement ("Utilization Month") unless the absence of Medi-Cal eligibility is not determined until later. In the event that Medi-Cal eligibility is denied after the utilization month, then SNF may bill and be paid for the denied service. Bed will be considered occupied if bed is on "Bed Hold" while resident is receiving acute treatments.

- F. County shall pay Contractor for 1:1 services at the rate of \$23.20 per hour. This payment is in addition to the per bed day rate established in Article III, Sections A and B of Exhibit B3. Prior to admission or at any point during the client's stay in the Garfield Neurobehavioral Center, Contractor will be in close collaboration with the County to address the potential need for 1:1 services. As care is provided, based on safety considerations, evaluation for continued 1:1 services will be made by the Contractor, with progress reports provided to the County as requested.

County agrees to pay within 30 days the hourly rate set out herein based on the number of hours of service provided as reflected on the billing presented by Contractor. Contractor shall submit one monthly invoice to the County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include the facility name, client name, and a summary of services and charges for the month of service. The invoice must document the resident's Authorization Number and Units of Service.

IV. Mental Health Services

In full consideration of the mental health treatment services provided by Contractor pursuant to this Agreement it is hereby agreed by the parties hereto that County shall pay Contractor in the manner described below, except that any and all such payments shall be subject to the conditions contained in this Agreement.

A. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than TWENTY ONE MILLION FIVE HUNDRED TWENTY-THREE THOUSAND AND FORTY-THREE DOLLARS (\$21,523,043) for the three fiscal years 2012-15 for mental health services provided at Cordilleras Mental Health Center. The maximum amount per fiscal year is as follows:

FY 2012-13:	\$6,987,062
FY 2013-14:	\$7,158,435
FY 2014-15:	<u>\$7,377,546</u>
Total	\$21,523,043

B. Payments and Rates

1. The daily per bed rate for MHRC shall be as follows:

FY 2012-13:	\$238.18
FY 2013-14:	\$243.62
FY 2014-15:	\$250.31

2. The daily rate for board and care supplement is NINETY-FOUR DOLLARS (\$94).

3. Psychiatric Services

Payment for psychiatric services shall not exceed TWO HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED AND THIRTY-FIVE DOLLARS (\$272,535) for the three fiscal years 2012-15. The maximum amount per fiscal year is as follows:

FY 2012-13:	\$87,362
FY 2013-14:	\$89,983
FY 2014-15:	<u>\$95,190</u>
Total:	\$272,535

Such funding is included in the Total Maximum obligation described in Exhibit B3, Paragraph IV.A.

4. Payment for residential treatment services provided at Cordilleras is based on net costs. Contractor may bill and retain any Supplemental Security Income (SSI) or State Supplemental Payment (SSP) income payable by clients for room and board costs.

5. Unless otherwise authorized by the Chief of the Health System or designee, the monthly rate of payment by County to Contractor for mental health services shall be one-twelfth (1/12) of the maximum annual obligation, as established in Paragraph IV.A. of this Exhibit B3. These monthly payments shall be in the following amounts:

FY 2012-13:	\$582,255.20
FY 2013-14 (June-Dec)	\$587,720.42
FY 2013-14 (Jan-June)	\$605,352.03
FY 2014-15:	\$614,795.50

- C. The Gross Operating Income described in Exhibit D3 (Budget) shall not exceed ONE MILLION THREE HUNDRED ONE THOUSAND TWO HUNDRED SEVENTY-FOUR DOLLARS (\$1,301,274) for the three fiscal years 2012-15, without the express written consent of the Chief of the Health System. Funding for such Gross Operating Income is included in the Total Maximum Obligation set forth in Exhibit B3, Paragraph I. The maximum amount for each fiscal year is as follows:

FY 2012-13:	\$425,000
FY 2013-14:	\$433,694
FY 2014-15:	<u>\$442,580</u>
Total	\$1,301,274

- D. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum obligation set forth in Paragraph 3 of the Agreement and the Gross Operating Income Limitations.
- E. 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.
- F. Contractor shall bill County on or before the tenth (10th) working day of each month for the current month. All claims shall clearly reflect and in reasonable detail give information regarding the services, as described in Exhibit A3, for which claim is made. Invoices shall be sent to:

Behavioral Health and Recovery Services
San Mateo County Health System
225 37th Avenue
San Mateo, CA 94403

- G. Contractor shall provide a monthly written summary of services provided, including caseload, units of service, and vacancy rates per service. This summary shall be provided on the services reporting form provided by the County, and shall accompany the monthly invoice.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

- I. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of each applicable year for the term 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 to County along with the Cost Report.
- J. If the annual Cost Report provided to County reveals that total payments to contractor, less the Gross Operating Income as established in Paragraph IV.C. of this Exhibit B3, exceed the total allowable costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the account of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Chief of the Health System or designee.
- K. 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.
- L. 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.
- M. 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.
- N. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the County BHRS Quality Improvement Manager.

- O. 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 BHRS Director.
- P. 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.
 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.
- Q. 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.

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 M. of this Exhibit B3. 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/eligible other third-parties for services provided by Contractor through this Agreement. County shall retain these revenues and shall not offset these revenues against payments to Contractor.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

S. Claims Certification and Program Integrity

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

2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A3 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 the above 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 A3 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 supplemental specialty mental health services included in the claim, all requirements for Contractor payment authorization for supplemental 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; and
 - 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 Exhibit A3, Paragraph III.A.3. 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.

End of Exhibit B3

Telecare - Cordilleras
Exhibit D3 - Contractor's Budget FY 12-15

Cordilleras MHRC / Suites		FY 12-15 Amount
Expenses		
Salaries	\$	13,651,832
Benefits	\$	4,508,437
Sub-total	\$	18,160,269
Services and Supplies	\$	272,535
Psychiatrists	\$	514,752
Utilities (Gas, electricity)	\$	481,863
Other Services and Supplies	\$	1,301,274
Operating Income	\$	24,982,239
Total	\$	24,982,239
Revenues		
San Mateo	\$	
MHRC	\$	16,900,287
Residential with Case Management	\$	5,222,756
Sub-total	\$	21,823,043
VA	\$	1,225,365
TB	\$	281,410
Other	\$	228,855
SSI	\$	1,098,598
Sub-total	\$	3,439,196
Total	\$	24,982,239
Surplus (deficit)	\$	(0)
Cost per Day		
MHRC	\$	
SNF	\$	
One time funding	\$	
Garfield Neurobehavioral Center (SNF)		
FY 12-15 Amount		
Not to exceed for SNF services	\$	1,050,000
Agreement Maximum	\$	22,854,453

Cordilleras MHRC / Suites		FY 14-15 Amount
Expenses		
Salaries	\$	4,670,631
Benefits	\$	1,495,369
Sub-total	\$	6,227,030
Services and Supplies	\$	65,100
Psychiatrists	\$	170,785
Utilities (Gas, electricity)	\$	1,656,871
Other Services and Supplies	\$	442,580
Operating Income	\$	8,601,256
Total	\$	8,601,256
Revenues		
San Mateo	\$	
MHRC	\$	5,573,103
Residential with Case Management	\$	1,804,443
Sub-total	\$	7,377,546
VA	\$	413,610
TB	\$	139,885
Other	\$	137,870
SSI	\$	578,023
Sub-total	\$	1,223,710
Total	\$	8,601,256
Surplus (deficit)	\$	(0)
Cost per Day		
MHRC	\$	250,31
SNF	\$	227,27
One time funding	\$	
Garfield Neurobehavioral Center (SNF)		
FY 14-15 Amount		
Not to exceed for SNF services	\$	410,000
Agreement Maximum	\$	7,881,320

Cordilleras MHRC / Suites		FY 13-14 Amount
Expenses		
Salaries	\$	4,510,000
Benefits	\$	1,495,485
Sub-total	\$	6,005,484
Services and Supplies	\$	89,683
Psychiatrists	\$	169,650
Utilities (Gas, electricity)	\$	1,616,487
Other Services and Supplies	\$	433,604
Operating Income	\$	8,315,689
Total	\$	8,315,689
Revenues		
San Mateo	\$	
MHRC	\$	5,424,145
Residential with Case Management	\$	1,734,290
Sub-total	\$	7,158,435
VA	\$	408,983
TB	\$	90,885
Other	\$	60,885
SSI	\$	566,511
Sub-total	\$	1,157,684
Total	\$	8,315,689
Surplus (deficit)	\$	-
Cost per Day		
MHRC	\$	243,62
SNF	\$	220,65
One time funding	\$	
Garfield Neurobehavioral Center (SNF)		
FY 13-14 Amount		
Not to exceed for SNF services	\$	320,000
Agreement Maximum	\$	7,569,320

Cordilleras MHRC / Suites		FY 12-13 Amount
Expenses		
Salaries	\$	4,371,001
Benefits	\$	1,456,554
Sub-total	\$	5,827,555
Services and Supplies	\$	87,382
Psychiatrists	\$	165,000
Utilities (Gas, electricity)	\$	1,510,387
Other Services and Supplies	\$	425,000
Operating Income	\$	8,045,284
Total	\$	8,045,284
Revenues		
San Mateo	\$	
MHRC	\$	5,302,039
Residential with Case Management	\$	1,684,023
Sub-total	\$	6,987,062
VA	\$	408,502
TB	\$	96,720
Other	\$	-
SSI	\$	555,000
Sub-total	\$	1,059,222
Total	\$	8,045,284
Surplus (deficit)	\$	(0)
Cost per Day		
MHRC	\$	238,18
SNF	\$	220,65
One time funding	\$	
Garfield Neurobehavioral Center (SNF)		
FY 12-13 Amount		
Not to exceed for SNF services	\$	320,000
Agreement Maximum	\$	7,405,782