AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND HEALTHRIGHT360.

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and healthRIGHT 360, 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 on April 11, 2017 for professional services for the term April 1, 2017 through June 30, 2020, in the amount of $3,932,533; and

WHEREAS, the parties wish to amend the Agreement to add Overnight Therapist Services, increasing the amount of the agreement by $307,125 to $4,239,658, with no change to the agreement term.

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

1. Section 3. Payments of the agreement is amended to read as follows:

   In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." 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 FOUR MILLION TWO HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS ($4,239,658).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.

3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.

4. All other terms and conditions of the agreement dated April 11, 2017, 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:_____

ATTEST:

By:_____
Clerk of Said Board

HEALTHRIGHT360

Contractor's Signature

Date: 9/25/18

EXHIBIT A1 – SERVICES
HEALTHRIGHT 360
SERENITY HOUSE RESPITE CENTER
FY 2016 – 2020

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Introduction

HealthRIGHT 360 (HR 360) provides substance use treatment services, and mental health services. The substance use treatment services include residential and outpatient services with integrated mental health services, medication management, case management, individual and group therapy, primary medical care, chronic disease management, specialized services for women, family advocacy and reunification, parolee services, workforce development, and housing resources and referrals. The mental health services include assessment, individual and group therapy, skills training, and crisis intervention.

B. Overview

The San Mateo County Behavioral Health and Recovery Services (BHRS) Serenity House Respite Center (SHRC) is designed as an alternative to hospitalization and incarceration for adults experiencing an acute psychiatric episode. These services may also be used for clients who are deteriorating in their current environment, and who would benefit from a respite stay. The respite stay is short-term, designed to stabilize and return clients to their current living situation if appropriate, or an alternative stable environment. SHRC services may also be utilized for clients who are psychiatrically destabilized as a result of loss of housing, placement or support system. HR 360 shall deliver short term SHRC services twenty-four (24) hours a day, seven (7) days a week for up to thirteen (13) adult clients with psychiatric disabilities eighteen (18) years and over, and are voluntarily admitted to the program. The SHRC shall provide a variety of support and stabilization services within a clean and sober environment.

C. Program Design - General

1. Phase 1: Property Acquisition

HR 360, in collaboration with BHRS, shall operate a Respite Center located at 3701 Hacienda Street, San Mateo California that will accommodate up to thirteen (13) clients at a time. This facility will

become available to HR 360 after all necessary renovations are completed and have passed all building codes and inspections. HR 360 will lease the building for ONE DOLLAR ($1) per month, per year, and will pay utilities, janitorial service and be responsible for basic maintenance. Contractor agrees to the terms and conditions as specified in Exhibit C – License for Use of Real Property, attached hereto. BHRS will be responsible for capital repairs and improvements. HR 360 will be responsible for furnishings, purchase of linens, and administrative overhead.

2. Phase 2: Rehabilitation of Facility

   a. Contractor's Responsibilities: Provide consultant input on the type of renovation that would best suit the services to be delivered at the facility.

   b. County's Responsibilities: Final decision on required repairs and renovations; select, contract and pay for all renovation projects.

3. Phase 3: Licensing/Operations/Services

   a. Licensing and Certification

      Prior to the opening of the facility, Contractor shall obtain and maintain all relevant licenses and certifications necessary to operate a crisis residential facility from the California Department of Social Services, Community Care Licensing Division.

      Contractor is responsible to comply with all documentation standards and requirements as set forth by the California Department of Social Services, Community Care Licensing Division.

      Contractor will meet and maintain all requirements for Medi-Cal certification and comply with all pertinent documentation required for Medi-Cal, Medicare, and any other federal or state regulation applicable to reimbursement.

   b. Hours of Operation

      The SHRC will be staffed twenty-four (24) hours a day, seven (7) days per week, with qualified staff as required by applicable standards and regulations and as agreed upon by the County.

c. Staffing

The staff shall be reflective of the ethnic and cultural diversity of the clients served. Additionally, staff shall include a mixture of consumers, family members of consumers, licensed clinical staff, non-licensed staff, nurses, psychiatric coverage students and interns of various kinds. Contractor shall provide a staffing pattern that includes appropriate administrative and clinical staff as described in Contractor's proposal.

d. Admission/Discharge – General

i. Referrals will come from a variety of sources including: self-referral or by family members, the Family Assertive Support Team, Psychiatric Emergency Services, Community Service Areas, police, BHRS, and contract agencies.

ii. Discharge will be based on specific behavioral/psychiatric criteria in collaboration with the referral source, and/or affiliated program/services.

D. Program Services

SHRC will operate as a crisis residential stabilization facility for people experiencing an acute psychiatric episode or intense emotional distress. The program will have the following capabilities:

1. Quick response to the challenges posed by a client's crisis state.

2. Emphasis on building rapport and trust with the individual in crisis.

3. Ability to quickly assess or screen individuals using a mental status exam format to assess an individual's mental health status and his/her lethality and medical condition.

4. Process to arrange transportation to an appropriate medical facility (e.g. psychiatric hospital) for client when condition is determined to be too severe to be safely treated at respite center.

5. Contractor shall provide the following program services to include, but not be limited to the following:

a. Screening of appropriate referral at the start of the program.

b. Crisis intervention and assessment shall be conducted on Day 1 upon admission and include the following:
   i. Intake and assessment;
   ii. Documentation of symptoms and behaviors;
   iii. Mental status exam;
   iv. Review clinical history;
   v. Appropriate clearances;
   vi. Documentation and releases;
   vii. Identify family and social support system and as applicable participation release;
   viii. Develop service plan with client; and
   ix. Identify appropriate interventions.

c. Services are designed to stabilize clients/reduce symptoms, provided daily, and include the following:
   i. Individual/group counseling;
   ii. Discharge planning;
   iii. Medication adherence therapy;
   iv. Behavioral analysis;
   v. Wellness and recovery action plans with client (Day 1/Daily);
   vi. Cognitive behavioral therapy;
   vii. Dialectical behavior therapy;
   viii. Seeking safety;
   ix. Motivational interviewing; and
   x. Strength-based case management.

d. Medication services shall be provided daily and include the following:
   i. Psychiatric MD consultation/management services;
   ii. Monitor and assist with client self-medication;
   iii. Coordinate changes in medication orders; and
   iv. Train staff in medication management, administration, and adherence therapy; and
   v. Medication review.

e. Independent living skills shall be provided daily and include:
   i. Case management linkage as needed; and
   ii. Financial counseling for benefits.

f. Housing and linkage referral support shall be provided daily and include:
   i. Case management; and
   Assist in acquiring or maintaining stable community living and housing referrals.

g. Consumer and family participation shall include but not be limited to the following:
   i. Hire a peer counselor to co-facilitate groups, support finding and connecting clients to community resources, and help create an inviting environment; and
   ii. Facilitate groups for family/significant others in stress management, and WRAP, to support client's stability and psychoeducation.

h. Length of Stay

The length of stay may vary, but will range from one (1) day to a ten (10) day maximum. Longer stays must be approved by the BHRS Contract Monitor.

E. Admission/Assessment

1. Admission

For clients that meet the criteria for crisis residential stabilization services, Contractor will begin the full admission and assessment process. Upon intake, clinicians will use the Level of Care Utilization System for Psychiatric and Addiction Services (LOCUS) instrument.

Contractor will coordinate with BHRS and other providers from the time of admission to ensure an effective service delivery is provided at the respite center.

2. Assessment Process

Clients will receive the level of care that is determined through an assessment of resource intensity necessary for meeting the client's needs. The assessment will include a review of the following:

a. capacity of the facility,
b. clinical services,
c. support services, and
d. crisis and stabilization services.

3. Interview Phase

During the assessment process, the client will be interviewed, collateral information collected, and previous mental health and substance abuse treatment history reviewed. If family or significant others are available, collateral information will also be obtained with

the client's consent. If client's information is in Avatar, Contractor will review exiting and previous diagnosis, risks, treatment history, medication history and regularity of taking medication, psychiatric evaluations, and timing of psychiatric evaluations.

4. Biopsychosocial Phase

A licensed or license-eligible clinician will conduct a thorough biopsychosocial assessment, which will include the following:

a. client's environmental supports and stressors,
b. medical needs and medications,
c. current use of drugs and alcohol, and
d. internal and external coping methods and resources.

5. Motivational Interviewing Phase

A clinician skilled in Motivational Interviewing will work with the client to conduct a behavior analysis that unfolds the client's story with a focus on the present issue(s). A core strategy of Dialectical Behavior Therapy will identify the exact chain of internal or external events that led to the crisis. Events can include actions, body sensations, cognitions (thoughts, assumptions, beliefs), environmental events (external to the client or other people), and feelings. The clinician will work with the client to identify problem behavior, precipitating event(s), vulnerability factors, what led to the behavior, consequences, solutions, prevention strategy, and repair strategy. The goal is to help the client identify coping skills that can help minimize similar behavior or crisis in the future. The behavior analysis will lay the foundation for the client's overall treatment plan.

6. Psychiatric Evaluation

The psychiatric evaluation will be conducted within 24 hours after the conclusion of the assessment process. The psychiatric evaluation will be performed by a licensed psychiatrist and will be conducted face-to-face with the client.

When the client has an established relationship with a system of care psychiatrist, the program will coordinate medication issues. If a client is in need of an urgent psychiatric appointment or has no established psychiatric services, he/she will be evaluated by the program's psychiatrist. The program psychiatrist will conduct medication follow up activities as needed during the clients' residential stay and refer for ongoing services as needed.

7. Exit/Discharge Planning

Clinicians will work with the client to identify his/her resources including family/significant others and systems of care that the client can draw on following discharge. Clinicians will continuously reassess the client and document his/her mental health status in progress notes. Psychiatrists will provide additional evaluations as needed. Clinicians will work closely with each client's existing psychiatrist and ensure clients receive assistance with keeping regular appointments.

Discharge planning will begin promptly, and include identifying and reconnecting the client to needed services such as housing, food, primary care, recovery resources, psychiatric services, etc. Discharge planning shall be provided daily and include the following:

a. Creation of an aftercare plan;
b. Linkage to follow-up services;
c. Facilitate communication and engagement with community agencies;
d. Make arrangements for next phase of treatment, referrals and appointments for ongoing care; and
e. Follow-up with client following discharge from SHRC.

F. Service Description

1. Case Management

Contractor will provide strength-based case management services. Contractor will provide each client with an assigned clinician or Case Manager III. The clinician or Case Manager will involve the client in developing a treatment plan with an emphasis on the crisis intervention services necessary to stabilize and restore the client to a level of functioning that requires a less restrictive level of care. The treatment plan will be based on individual needs and goals. Goals for each identified issue will be tailored to the client's readiness to address that issue. The client will be involved in his/her plan of care from identifying the goals and objectives to selecting from available respite center services. The behavioral analysis will help identify each client's motivation and assess any skills deficits, which may be used in developing a sampler of psychoeducation and counseling services a client can focus on while residing at the respite center.

2. Treatment Environment

The treatment environment will offer an individual with co-occurring disorders a place where he/she can be physically safe and removed

from the environments that have contributed to the crisis. The client can detoxify from alcohol and drugs and gain insight and skills to change addictive patterns of thinking and behavior. After receiving assurance that survival needs will be met, he/she will be invited to become an active participating member of a healing community. The level of activity will vary initially for newly admitted clients. Daily living tasks will include, but are not limited to making the bed, helping with chores and meal preparation, and have therapeutic value in providing structure to the day and skills for future self-management. There will be daily opportunities for "teachable moments" where they will get the chance to practice new skills, develop supportive relationships, resolve conflicts with others in pro-social ways, and reduce the sense of alienation often felt from others.

3. Crisis Intervention and Stabilization Services

The respite center will employ a flexible social rehabilitation model that shall provide an array of intervention services to meet the needs of each client, in a time of crisis. The respite center will "emphasize the mastery of daily living skills and social development using a strength-based approach that supports recovery and wellness in a homelike environment. It will provide a continuum of care with links to community resource centers and supports that ease the transition into independent living. Treatment plans and available interventions will be tailored to meet clients' therapeutic and immediate needs. The level of programming will be tailored to the client's level of functioning.

A clinician will work with each client to develop an individualized Wellness Recovery Action Plan (WRAP) that will help the client understand key concepts of recovery (hope, personal responsibility, education, self-advocacy, and support) that are responsive to the needs of his/her daily life. Each client's WRAP will include a list of wellness tools that he/she can employ to cope with stress or other mental health difficulties. Once a client stabilizes at the respite center, Contractor shall encourage him/her to also develop a crisis plan with directives for family/significant others when he/she can no longer take appropriate actions on his/her own behalf. The plan will also help with post residential transition and maintenance of recovery and wellness. Participation in WRAP groups will be part of most clients' treatment plan. WRAP groups will be co-facilitated by trained clinicians and peer counselors. The WRAP curriculum will be adapted to meet each client's short-term respite stay and his/her most pressing needs.

4. Medication Adherence Therapy

Clients in need of acute psychiatric respite care will be individuals who have discontinued their psychotropic medication regiment, at which time Contractor will employ Adherence Therapy, an evidence-based approach to medication adherence. Key elements of adherence therapy include:

a. A structured assessment
b. Dealing with resistance
c. Exchanging information
d. The five key skills of: problem solving, looking back, exploring ambivalence, talking about beliefs about medication, and looking forward.

Adherence therapy is a collaborative, structured, and practical approach and is based on motivational interviewing, cognitive behavioral therapy, and compliance therapy. Contractor will work closely with each client's existing health care practitioners and psychiatrists to document the client's resistance, including side effects, and provide psychiatric evaluations that review the current medication regimen and mental health diagnosis. As necessary, Contractor's psychiatrist will provide prescriptions for psychotropic medication or consult with other providers who may already be prescribing medications for the client. These services will work to achieve continuity of care with clients' existing medical providers. The clinician will closely monitor client behavior and document in progress notes observed changes potentially linked to medication.

Contractor will offer psychoeducation groups on medication adherence. Topics will include, but not be limited to:

a. how to raise questions and concerns with a physician; and
b. how to manage a medication regimen.

Contractor will also facilitate psychoeducation groups for family members/significant others about how to support their loved one's medication adherence.

Contractor will establish medication procedures that will include medication storage, administration, disbursement, and destruction in accordance with County policy and Community Care Licensing regulations. A licensed psychiatrist or nurse practitioner will administer injectables to clients who need them. The psychiatrist or nurse practitioner will train and consult with all clinical staff on medication policies and procedures.

5. Group Therapy

All clients in the program have the opportunity for at least one (1) group therapy session per day. Sessions will cover Dialectical Behavior Therapy skills, such as: mindfulness, distress tolerance, emotional regulation, and interpersonal effectiveness. Contractor will also deliver evidence-based models such as *Seeking Safety,* helping people attain safety from traumatic experiences and understand and cope with triggers. Other groups will include substance abuse psychoeducation and treatment (e.g., relapse prevention), symptoms management, expressive arts therapy, and pro-social activities (e.g., yoga, walks, etc.).

6. Individual Therapy

At minimum, a client will receive one-on-one therapy from an assigned clinician. Therapy goals will focus on symptom management, managing urges to use alcohol and drugs, increase coping skills, utilizing social support, and achieve medication adherence. Motivational Interviewing as a clinical approach, to match counseling strategies to an individual's stage of change, will be critical to achieving goals in a brief treatment episode.

7. Transportation

Contractor will make available one (1) van to transport clients to appointments and link them to community services that will support their stabilization following discharge from the SHRC.

G. County Owned Property

Prior to the opening of the Behavioral Health Respite Center, County and Contractor shall conduct a facility walk-through. At that time an itemized list of County's personal property shall be identified and included by reference in Schedule E. Contractor may use County's personal property itemized in Schedule E to the Agreement in connection with providing services under the Agreement. Contractor shall be responsible for the maintenance, repair, and replacement of said personal property. Upon termination or expiration of this License, Contractor shall return to County said personal property in good condition, reasonable wear and tear excepted.

H. Overnight Therapist

The overnight therapist's clinical duties include: Conduct intake mental health assessments; determine appropriateness of clients coming to

Serenity House, complete phone referral forms, schedule intake, complete intake paperwork. Support clients and para professional staff through the night. Conduct therapy as needed with clients. Address any clinical crisis during their shift. Support clients in going to higher level of care if needed. Transport client when safe. Otherwise write a 5150 and seek transportation from first responders.

Administrative duties include: Gathering community resources for clients; develop transition plans, researching clients' previous services and current needs. Start the mental health assessment; develop treatment plans and other pertinent paperwork needed for the treatment of the clients. Develop curriculum for groups and staff development as needed.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

a. Medications are logged in, verified, counted and added to inventory sheets.

b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.

d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

f. Medications are disposed of after the expiration date and recorded.

g. Injectable multi-dose vials are dated and initialed when opened.

h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.

i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

4. Record Retention

Paragraph 14 of the Agreement 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

ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

5. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRS Documentation Manual located online at: http://www.smchealth.org/sites/default/files/docs/BHRS/BHRSDocManual.pdf.

SOC contractor will utilize either documentation forms located on http://smchealth.org/SOCMHContractors or contractor's own forms that have been pre-approved.

Substance Use provider services shall be in compliance with the Alcohol and Other Drug Services Policy and Procedure Manual which is located online at http://smchealth.org/bhrs/aod/policy.

6. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary

documentation for external audits and reviews within the stated timeline.

7. Client Rights and Satisfaction Surveys

   a. Administering Satisfaction Surveys

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

   b. 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.

   c. Advance Directives

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

8. Beneficiary Brochure and Provider Lists

   Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website http://www.smchealth.org/bhrs/providers/mandpost.

9. Licensing Reports

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

10. Compliance with HIPAA, Confidentiality Laws, and PHI Security

    a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI

that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty–four (24) hours.

b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;

2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at http://smchealth.org/bhrs/providers/ontrain.

11. Site Certification

a. Contractor will comply with all site certification requirements. 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.

b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:

1) Major leadership or staffing changes.
2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
5) Change of ownership or location.
6) Complaints regarding the provider.

12. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

13. Ineligible Employees

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight 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 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. 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 of San Mateo 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: http://exclusions.oig.hhs.gov/.

b. California Department of Health Care Services

Contractor providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

14. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at http://smchealth.org/bhrs-documents. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at http://smchealth.org/bhrs/providers/ontrain.

15. Fingerprint Compliance

Any contractor staff that have on-the-job contact with children or other vulnerable clients whose safety may be compromised by an individual's criminal history (i.e. sex offense, abuse of dependent adults, etc.) shall be fingerprinted, including administrative staff who routinely interact with clients, case managers, peer support workers, etc. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they will not be eligible for hire or retention in a position involving contact with a vulnerable population 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.

16. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at https://www.breeze.ca.gov/datamart/loginCADCA.do Contractor will obtain a waiver when needed from BHRS Quality Management. 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 located at http://www.smchealth.org/AvatarAccess and submitted to BHRS. Contractor is requirement to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or

is not in good standing and must submit plan to correct to address the matter.

17. Staff Termination

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

18. 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.

B. 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 Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30th of the fiscal year.

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

a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.

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

c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.

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. 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 including the CLAS and use of interpreters.

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

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

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 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 BHRS Analyst/Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

C. 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.

D. 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.

E. Surety Bond

Contractor shall retain and show proof of a bond issued by a surety company in accordance with Community Care Licensing's regulations for a licensee who may be entrusted with care and/or control of client's cash resources.

III. GOALS AND OBJECTIVES

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

Goal 1: To successfully initiate and engage clients in community services post behavioral health respite center services.

Objective 1: At least ninety percent (90%) of clients will be referred/linked/re-established to services in the community following discharge.

Goal 2: To engage clients who demonstrate behavioral changes for which there may be an underlying illness.

Objective 1: At least ninety percent (90%) of clients will not be hospitalized while in the program as measured by emergency room and hospitalization tracking sheet.

Objective 2: At least eighty percent (80%) of clients will develop a wellness tool kit as part of a Wellness Recovery Action Plan.

*** END OF EXHIBIT A1 ***

EXHIBIT B1 – PAYMENTS AND RATES
HEALTHRIGHT 360
SERENITY HOUSE RESPITE CENTER
FY 2016 – 2020

In consideration of the services provided by Contractor in Exhibit A1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the combined maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed FOUR MILLION TWO HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS ($4,239,658).

B. Serenity House Respite Center

1. Start-Up Costs

The maximum amount that County shall be obligated to pay for start-up costs rendered under this agreement shall not exceed NINETY-NINE THOUSAND TWO HUNDRED DOLLARS ($99,200).

a. Contractor shall submit monthly invoices for reimbursement of start-up costs in arrears. Invoices shall include an itemized list of expenses and are subject to approval by the BHRS Manager.

2. Services

Contractor shall be paid a maximum amount of FOUR MILLION ONE HUNDRED FORTY THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS ($4,140,458) for Serenity House Respite Center services as described in Exhibit A1, Section I. of this agreement.

a. 2016 – 2017

Contractor shall be paid one-third (1/3rd) the maximum amount per month or NINETY-FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS ($95,833), not to exceed THREE HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS ($383,333).

b. 2017 – 2018

Contractor shall be paid one-twelfth (1/12th) the maximum amount per month or NINETY-FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS ($95,833), not to exceed ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($1,150,000).

c. 2018 – 2019 (July 2018 – September 2018)

Contractor shall be paid one-twelfth (1/12th) the maximum amount per month or NINETY-FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS ($95,833), not to exceed TWO HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED NIETY-NINE DOLLARS ($287,499).

d. 2018 – 2019 (October 2018 – June 2019)

Contractor shall be paid one-twelfth (1/12th) the maximum amount per month or ONE HUNDRED TEN THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS ($110,458), not to exceed ONE MILLION TWO HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS ($994,122).

e. 2019 – 2020

Contractor shall be paid one-twelfth (1/12th) the maximum amount per month or ONE HUNDRED TEN THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS ($110,458), not to exceed ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($1,325,500).

e. Contractor shall be reimbursed for the actual costs expended by Contractor for services delivered, up to the Net Contract Amount, unless otherwise limited by other provisions in this

Exhibit B1. There will be no reimbursement for any costs that are disallowed or denied by the County audit process or through the California DHCS audit process.

Contractor payments shall be reconciled to actual costs for each fiscal year. If fiscal year payments exceed fiscal year actual costs, Contractor shall reimburse the payment amount in excess of actual costs to the County with the submission of the annual cost report.

D. Contractor's annual FY 2016-17 budget is attached and incorporated into this Agreement as Exhibit D.

Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

E. Modifications to the allocations in Paragraph A of this Exhibit B1 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, 2020, 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. Contractor shall submit to County a year-end cost report for Medi-Cal funded services no later than ninety (90) days after the end of each applicable fiscal year (June 30). 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.

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 may 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 payment 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 Quality Improvement Manager of San Mateo County BHRS.

O. County May Withhold Payment

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

P. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports,

and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 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 end of the fiscal year. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. Such payment shall be made with the submission of the annual cost report. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph V of this Exhibit B1.

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 R of this Exhibit B1. 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 R of this Exhibit B1. 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 A1 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 A1 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 II.A.4. of Exhibit A1 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 B1 ***