

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TELECARE CORPORATION

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Telecare Corporation, hereinafter called "Contractor."

* * *

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

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

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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

- Exhibit A.1 and A.2—Services
- Exhibit B.1 and A.2—Payments and Rates
- Exhibit C—License Agreement
- Exhibit D—Contractor's FY 2019-21 Budget
- Exhibit E—County Equipment
- Attachment C—Election of Third Party Billing Process
- Attachment D—Payor Financial Form
- Attachment E—Fingerprint Certification
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B.1 and B.2, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.1 and A.2.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A1. and A.2, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B.1 and B.2. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

In no event shall County's total fiscal obligation under this Agreement exceed TWENTY-ONE MILLION TWELVE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS (\$21,012,887). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019 through June 30, 2021.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the

services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

11. Compliance With Laws

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right

to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Karen Krahn/Deputy Director, Adult & Older Adult Services
Address: 2000 Alameda de las Pulgas, Suite 240, San Mateo, 94403
Telephone: (650) 573-2038

Facsimile: (650) 522-9830
Email: kkrahn@smcgov.org

In the case of Contractor, to:

Name/Title: Leslie Davis/SVP of Finance & CFO
Address: 1080 Marina Village Parkway, Suite 100, Alameda, 94501
Telephone: (510) 337-7950
Facsimile: (510) 337-7969
Email: ldavis@telecarecorp.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

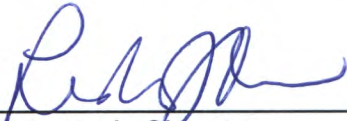
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

TELECARE CORPORATION



Contractor's Signature

Date: 8/14/19

EXHIBIT A.1 – SERVICES
TELECARE CORPORATION
FY 2019 – 2020

AGING AND ADULT SERVICES
SERVICES AT GARFIELD NEUROBEHAVIORAL CENTER

In consideration of the payments set forth in Exhibit B.1, Contractor shall provide the services described below.

A. Description of Services to be performed at the Skilled Nursing Facility

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, Skilled Nursing Facility (SNF), 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. 1:1 Placement

Contractor shall not admit clients solely for a 1:1 on admission. Any client assessed by the Garfield team that is deemed in need of a 1:1 placement, shall receive prior authorization from the AAS Director or her designee for the 1:1 placement. Contractor shall receive prior authorization from the AAS Director or her designee for any client in need of a thirty (30) day or less, 1:1 placement. Any clients ongoing clinical need for a 1:1 will be assessed by

Contractor's psychiatrist weekly. Contractor shall receive prior authorization from the AAS Director or her designee for any client in need of more than a thirty (30) day 1:1 placement. Contractor and County will develop a discharge plan for clients in need of further 1:1 care, exceeding the thirty (30) day limit.

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 up to 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.

B. Goals and Objectives

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.

*** END OF EXHIBIT A.1 ***

EXHIBIT A.2 – SERVICES
TELECARE CORPORATION
FY 2019-21

BEHAVIORAL HEALTH AND RECOVERY SERVICES
MENTAL HEALTH SERVICES, SKILLED NURSING AND
NEUROBEHAVIORAL SERVICES

In full consideration of the payments herein provided for in Exhibit B.2, 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 B.2, 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. Updated organization changes including vacancies or changes for key positions shall be forwarded to the office of County’s Behavioral Health and Recovery Services (BHRS) Deputy 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 15 of the Agreement and Exhibit B.2, Section II.U.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.

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. 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.

6. 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.

7. 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

1. Overview

- a. 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-four (64) beds are dedicated exclusively for residents of San Mateo County. As needed County shall occupy three (3) additional beds on a fee-for-service basis. Contractor may, at County's discretion, market the excess dedicated and/or fee-for-service 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 thirteen (113) beds.
- b. Contractor will run and facilitate a Horticulture Therapy program that is available to clients at the Suites and the MHRC.

- 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 being admitted into the Suites and MHRC will receive a comprehensive assessment which include a Psychosocial assessment, review of medical and physical needs and status, desired family or loved one involvement in treatment and discussion with the client about the presence of and progress on a Wellness and Recovery Action Plan. The client's needs and desires for the above areas will be used as basis for treatment to factor into the available services at Cordilleras.

2. Mental Health Rehabilitation Center (MHRC)

a. Capacity and Admissions

- 1) 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.
- 2) Contractor and BHRS shall work jointly to maximize admissions to available beds, including reviewing and accepting clients from out-of-county placements. BHRS shall be guaranteed first (1st) option for psychiatric services on any open bed. Dedicated beds will be held open awaiting a BHRS placement unless BHRS agrees to allow Contractor seeking a non-County resident to fill the open bed. Contractor will accept direct community admissions on a case by case basis in coordination with BHRS Manager or BHRS staff.
- 3) By January 31, 2016 Cordilleras MHRC will maintain a daily average census per month of at least 56 BHRS clients. By January 31, 2017 Cordilleras will achieve and maintain a daily average census per month of 57 clients, and by

January 31, 2018, Cordilleras will achieve and maintain a daily average census per month of 58 clients. Contractor will provide census logs on a monthly basis to the Deputy Director of BHRS. Contractor will use current weekly meeting structures with ARM and 3AB staff and monthly meetings with Deputy Director to discuss any challenges and collaboratively identify solutions when the minimum census is not consistently met.

- 4) All admissions will follow written guidelines which describe the process for admission of clients to Cordilleras from inpatient hospital settings, jails, non-acute settings and for specific populations including PC1370.01 clients.
 - 5) Client referral information will be reviewed by Cordilleras MHRC staff. Contractor will work collaboratively with BHRS staff, via case conference, to develop a plan for each client situation where an approval or denial will not occur within 48 hours.
 - 6) 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 BHRS.
 - 7) 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.
 - 8) Clients may be admitted on a voluntary basis through the Portal Program, on a temporary or full Lanterman-Prentis-Short Act (LPS) conservatorship or on a PC1370.01 legal hold.
- b. Discharges
- 1) Discharge planning shall be the responsibility of Contractor in consultation with designated San Mateo County BHRS staff. It shall begin upon client admission and 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.

- 2) Discharge Planning shall be in writing and shall be included as part of the client's record.
- 3) Contractor shall refer clients to appropriate financial/medical programs such as GA or Medi-Cal and any other supports that will assist client in their recovery upon discharge.
- 4) 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.
- 5) 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 or designee.
- 6) 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.

c. MHRC Services to be Provided

1) Clinical Services

Contractor shall provide an integrated, co-occurring capable, rehabilitative and recovery-based 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.

- a) Wellness Management and Recovery
Contractor shall assist clients to develop strategies for managing mental illness and progressing in recovery. Contractor will utilize a variety of techniques and treatment modalities to assist clients to set pursue personal goals that may stabilize and prepare them for discharge from the MHRC and assist in their functioning and stability in the community. Such modalities may include but not be limited DBT, WRAP, Seeking Safety, Motivational Interviewing and Horticultural Therapy.
 - b) Additional Skill Building
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. Treatment modalities will focus on evidenced based or promising practices and shall include client psych and health education, and family education groups to help prepare family members to support their loved one upon return to the community. Groups and services may include but not be limited to:
 - i. Co-occurring Disorder Groups during all stages of treatment readiness
 - ii. Arts and crafts groups.
 - iii. Indoor and outdoor activities.
 - c) Active discharge planning activities that may include occupation skills or other training.
 - d) Transportation and support to clients to attend community reintegration activities.
 - e) Specialty programs for transition age and young adults like YES youth empowerment and safety group and individualized programming and activities
- 2) 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.

- a) Services shall include, but are not limited to the following:
 - i. room and meal services that accommodate dietary needs
 - ii. nursing services (including medication administration and resident care);
 - iii. housekeeping;
 - iv. laundry;
 - v. medical records management;
 - vi. medication order processing; and
 - vii. emergency medical and ancillary service provisions.
- b) 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.

3) Recovery Based Services

It is recognized that many clients receiving services in the MHRC are diagnostically complex and may have a variety of mal-adaptive behaviors. Contractor shall provide integrated recovery oriented, stage-matched treatment services for clients who have co-existing disorders which may be a combination of mental illness, substance abuse and health disorder diagnoses. In addition, contractor will work with all non-clinical staff on site to have at least a basic knowledge of recovery services and be able to utilize recovery language with the clients they may interact with.

Recovery based treatment shall be based on individual client need and functioning level and identified in each client's treatment plan. Services will include both individual and group counseling.

Programming should include a variety of treatment focus

areas such as:

- a) Trauma informed services
 - b) WRAP
 - c) DBT and CBT services
 - d) Focused Individual counseling/interventions as needed for specific clients to resolve mal-adaptive behaviors
 - e) Motivational Interviewing including relapse prevention
 - f) Psycho education and rehabilitative interventions regarding Psychiatric medication adherence and symptom management
 - g) Skill building and rehabilitative services for clients to learn self-care skills for their medical conditions. This may include dietary instruction, wound or foot care modeling and supportive counseling regarding health symptom management and medication support.
 - h) Smoking cessation
- 4) Integrated Psychiatric Services
- a) Contractor will work with a County-provided physician who acts as the Medical Director for the treatment facility and fulfills 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.
 - b) The treatment facility Medical Director will participate in meetings and case conferences with BHRS and San Mateo Medical Center as needed or scheduled to discuss client care, client transitions in and out of the treatment facility and the coordination of services across the three programs.
 - c) 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.
 - d) 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.

- e) 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.

5) Psychiatry Services Provided by Contractor

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

- a) 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.
- b) Adequate coverage in the provision of psychiatric services for facility clients (MHRC only).
- c) Provision of court testimony (MHRC only).
- d) 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).
- e) Receive supervision from the Medical lead psychiatrist provided by the County.

3. Adult Residential Facility (ARF) "Suites"

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.

a. Capacity and Admissions

- 1) Clients for the Suites should typically be between eighteen (18) years of age and sixty (60) years of age. Clients over sixty (60) years of age may be accepted for placement with mutual consent of Cordilleras Suites and the client treatment team with confirmation that client can be safely

maintained in the setting based on his/her functioning.

- 2) 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.
- 3) Clients under a hold in accordance with W&I code 5150 or 5250 may not be admitted.
- 4) 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.

b. ARF ("Suites") Services

- 1) Wellness Management and Recovery
 - a) 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.
 - b) Clients may be referred from the general MHRC population. Admissions may also be referred from the community, upon the mutual agreement of Contractor and BHRS designee.
 - c) 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.
 - d) Contractor will provide Admissions Coordinator to provide intake and discharge coordination.
 - e) Upon intake and during ongoing contacts with clients, Contractor will discuss WRAP and offer assistance to all clients to develop or improve a Wellness and Recovery Action Plan (WRAP). Contractor shall provide WRAP groups onsite or assist clients to attend these groups off-site.

- f) Contractor shall provide services designed to improve the clients' daily living skills and help clients become engaged in meaningful activities on a daily basis. Contractor shall also partner with other service providers such as Total Wellness, El Centro to provide groups and activities both on and offsite of the Suites campus. These services shall include:
 - i. Supplemental Services which support recovery
 - Transportation and support to clients to attend community reintegration activities.
 - Medication and wellness management services
 - Coordination of medical appointments, including transportation
 - Development of a personal support system in the community
 - Practicing social skills
 - Planning and implementing leisure activities, including:
 - Providing incentives to increase clients' anticipation in meaningful community-based activity
 - Assisting clients in making healthy choices about daily activities
 - Reviewing clients' daily activities on a regular basis to adjust, when necessary, daily activity goals
 - Learning basic and/or independent living skills, including:
 - meal preparation
 - shopping
 - housekeeping
 - personal hygiene
 - recreation
 - physical fitness
 - use of public transportation
 - money management
 - use of community resources
 - ii. Pre-vocational Counseling
 - ii. Securing long-term community housing
- 2) Mental Health Services:
 - a) Integrated service coordination, including case management services, crisis intervention, and rehabilitative services to support clients with their

- treatment goals.
 - b) Resident Community Meetings, which may address a variety of topics including recovery and relapse prevention, personal goals, and coping skills
 - c) Skills groups and coaching related to emotional regulation, recovery
 - 3) Peer Counseling

Contractor shall research the feasibility of a peer counseling program onsite. Contractor will report back to BHRS within 6 months of contract execution.
 - 4) Coordination
 - a) Contractor will coordinate client care with other service providers including San Mateo Medical Center, BHRS and Aging and Adult Services.
 - b) Contractor Program Director or designee will regularly participate in UR meeting to coordinate placement and consult in order to step down clients from the Suites into a lower level community placement when possible or step clients down from MHRC to the Suites.
 - 5) Reporting

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

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.

4. Video Monitoring System

Contractor shall utilize a video monitoring system 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.
- f. Discuss environmental or building safety issues and emergency protocols with clients on a regular basis.

C. Garfield Neurobehavioral Center (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. Contractor agrees to respond to all referrals made by County within seven (7) business days. 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

residents 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.

ii. 1:1 Placement

Contractor shall not admit clients solely for a 1:1 on admission. Any client assessed by the Garfield team that is deemed in need of a 1:1 placement, shall receive prior authorization from the BHRS Clinical Services Manager for the 1:1 placement. Contractor shall receive prior authorization from the BHRS Clinical Services Manager for any client in need of a thirty (30) day or less, 1:1 placement. Any clients ongoing clinical need for a 1:1 will be assessed by Contractor's psychiatrist weekly. Contractor shall receive prior authorization from the BHRS Clinical Services Manager for any client in need of more than a thirty (30) day 1:1 placement. Contractor and County will develop a discharge plan for clients in need of further 1:1 care, exceeding the thirty (30) day limit.

D. Morton Bakar Center

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 Skilled Nursing Facility, Morton Bakar Center (SNF), located at 494 Blossom Way, Hayward, CA 94541. The owner of the SNF is Telecare Corporation located at 1080 Marina Village Parkway, Suite 100, Alameda, CA 94501.

Contractor shall provide to the County BHRS access to beds at the Morton Bakar Center (SNF/STP), for San Mateo County clients who are seriously mentally ill, aged sixty-five (65) and over, and in need of mental health rehabilitation, treatment, and long-term care.

For the purpose of this Agreement, the terms "per bed, per day, daily per bed rate, and daily bed rate" includes beds held vacant for patients who are temporarily (not more than seven (7) days) absent from a facility.

1. Mental Health Services

a. Referrals

Contractor agrees to respond to all referrals made by County within seven (7) business days.

b. Admissions

- i. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Deputy Director of BHRS or designee, subject to the provisions of paragraph A.2 of this Exhibit A.2
- ii. All admissions are subject to prior authorization by the County. The admission of all persons receiving services

under this Agreement must receive the approval of the Deputy Director of BHRS or designee. A signed authorization form shall indicate such approval.

c. Patient Eligibility

- i. BHRS will submit required information about each prospective client and will work with Morton Bakar Center to determine eligible clients.
- ii. Contractor shall admit clients with a DSM diagnosis, who are sixty-five (65) and older, and are in need of twenty-four (24) hour skilled nursing services.
- iii. Clients who may have histories of and, without adequate treatment, and are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. County or Contractor may grant individual exceptions to these admission criteria.
 - 1) Frequency of these behaviors is a determining factor to be negotiated on an individual patient basis between BHRS and the Contractor. It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illness (without a psychiatric component), shall not be considered for admission.

d. Mental Health Rehabilitation Program Service Levels

Contractor shall provide the basic service level in compliance with Title 22 of the California Code of Regulations, Section 72445, or Title 9 of the California Code of Regulations. Service include but are not limited to collaborative treatment planning with a recovery focus, comprehensive evaluation and risk assessment, medication education and training, independent living skills training, physical, occupational and speech therapy, psychosocial assessments, psychotherapy and twenty-four (24) hour nursing care life skills training.

Services include a focus on the client's stage of change, need for harm reduction, utilization of motivational interviewing and data driven intervention guided by client outcome measures.

Basic services shall also include reasonable access to medical

treatment and up to date psychopharmacology, reasonable transportation to needed off-site services and bilingual/bicultural programming.

e. Coordination with BHRS Collaborative Care Team

BHRS will assign one (1) or more staff from the Collaborative Care Team (CCT) to work with the Morton Bakar Center to monitor the progress of clients placed at the facility. The BHRS CCT will meet with Morton Bakar staff at least once a month to monitor, coordinate care, and plan for discharge and aftercare.

E. Villa Fairmont

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 Mental Health Rehabilitation Center, Villa Fairmont (MHRC), located at 15200 Foothill Blvd., San Leandro, CA 94578. The owner of the MHRC is Telecare Corporation located at 1080 Marina Village Parkway, Suite 100, Alameda, CA 94501.

Contractor shall provide to the County BHRS access to beds at the Villa Fairmont MHRC for San Mateo County clients who are seriously mentally ill and in need of mental health rehabilitation, treatment and long-term care.

For the purpose of this Agreement, the terms "per bed, per day, daily per bed rate, and daily bed rate" includes beds held vacant for patients who are temporarily (not more than seven (7) days) absent from a facility.

1. Mental Health Services

a. Referrals

Contractor agrees to respond to all referrals made by County within seven (7) business days.

b. Admissions

- i. All admissions are subject to prior authorization by the County. The admission of all persons receiving services under this Agreement must receive the approval of the Deputy Director of BHRS or designee. A signed "Authorization for Admission to IMD/State Hospital Placement" form shall indicate such approval.
- ii. BHRS will submit required information about each prospective client and will work with Villa Fairmont to determine eligible clients.

- c. Patient Eligibility
 - i. Contractor shall admit clients with a DSM diagnosis, clients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. County or Contractor may grant individual exceptions to these admission criteria.
 - ii. It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from dementia, developmental disability, mental retardation, or physical illness (without a psychiatric component), shall not be considered for admission.

2. MHRC Service Levels

a. Basic Services

Contractor shall provide a basic service level that fully complies with Title 22 of the California Code of Regulations, Section 72445, or Title 9 of the California Code of Regulations, which includes life skills training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. Basic services shall also include reasonable access to medical treatment and up-to-date psychopharmacology including Clozapine, reasonable transportation to needed off-site services, and bilingual/bicultural program.

- b. Contractor will provide access to beds for San Mateo County SMI individuals either in the Flex program or in the classic program. Each program will offer a full range of treatment services that are client centered co-occurring recovery options. Programing is structured and outlined in client's treatment plan and allows for client choice based on need and interest.

It is understood that a client admitted to either the flex or classic program may need to transfer to the other program. The transfer will be discussed, coordinated and approved by SMC BHRS. Billing will be adjusted to reflect the change between programs.

- c. Program Eligibility
 - i. Flex Program:

Clients will be considered for the flex program if they meet one or more of the following criteria:

- 1) A need for reduced stimuli, a high level of structure, a contained environment, limited use of passes, and an average length of stay of three (3) to six (6) months.
- 2) A need for separation from other individuals upon whom they have become focused in a dangerous manner, such as assaultive behavior or failure to respect sexual boundaries. A prolonged need for closed observation related to behaviors such as polydipsia, AWOL risk, self-harm, and impulsivity or uncontrolled substance abuse, even in inpatient settings.
- 3) Limited ability to cooperate with precautions and accept redirection. Needs a high degree of supervision, and more frequent staff interaction, but not to the point of one (1) to one (1) supervision.
- 4) Clients on Murphy Conservatorship with other criminal justice involvement may be considered.
- 5) Clients with a history of assaultive behaviors will be evaluated based on the severity, date of the episodes and what has changed to improve or mitigate the behavior.

ii. Classic Program:

- 1) Clients in need of a locked rehabilitative program that are able to engage and benefit from a wide range of programming and treatment options.
- 2) Clients who are voluntary or involuntary.
- 3) Clients with co-occurring substance abuse disorder who are precontemplative.
- 4) Clients who are in need of programming with a transitional aged youth focus.

3. Communication with BHRS

BHRS will assign one (1) or more staff from the Collaborative Care Team to work with Villa Fairmont to monitor the progress of the client placed at the facility. The BHRS staff will meet with Villa Fairmont staff at least once a month to monitor, coordinate care and plan for eventual step-down care or discharge.

F. Goals and Objectives

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

the following goals:

1. Mental Health Services

a. MHRC

Goal 1: To develop new skills and supports and increase adaptive behaviors enabling clients to live in a less restrictive, more independent residential environment.

Objective 1: 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 2: 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 2: To minimize client seclusion

Objective: Client seclusion rate shall be less than 1.99 days per one thousand (1,000) bed days

Goal 3: To enhance client satisfaction with services received

Objective 1: 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 2: A minimum of seventy-five percent (75%) of clients shall report that Contractor staff is sensitive to cultural and ethnic background of client.

Goal 4: Increase flow of client admissions and discharges in the acute/sub-acute service system.

Objective 1: One hundred thirty-two (132) admissions will be made per fiscal year.

Objective 2: Community discharges will be maintained at ninety-one (91) during each fiscal year.

Goal 5: To maintain the number of clients in their current or a lower level of care and out of the hospital.

Objective: No more than twenty-five percent (25%) of clients admitted to the facility shall be returned to a higher level of care within fifteen (15) days of admission.

Goal 6: To progress towards becoming a smoke-free environment by end of FY 2016-17.

Objective: Smoking cessation group and harm reduction services will be offered. Nicotine replacement is offered to all clients.

b. Adult Residential Facility

Goal 1: To develop new skills and supports and increase adaptive behaviors enabling clients to live in a less restrictive, more independent residential environment.

Objective 1: 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 2: 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 3: All clients at Suites will be offered to develop a WRAP plan and attend WRAP groups if appropriate.

Objective 4: All clients will be offered to attend Total Wellness groups on and off campus.

Contractor to provide data.

Goal 2: To enhance client satisfaction with services received

Objective 1: 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 2: A minimum of seventy-five percent (75%) of clients shall report that Contractor staff is sensitive to cultural and ethnic background of client.

Contractor to provide data.

Goal 3: To minimize inappropriate or unnecessary acute hospitalization.

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

Contractor to provide data.

Goal 4: 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.

Goal 5: To increase or maintain the number of clients working in paid or unpaid positions, or actively seeking employment.

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

Contractor to provide data.

2. Garfield Neurobehavioral Center (SNF)

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.

3. Morton Bakar Center (SNF)

Goal 1: To provide a safe and supportive environment that meets the complex medical, psychiatric, and social needs of conservatees who may have skilled nursing needs 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.

E. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractors, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree on the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates,

and receive from Contractor all services reasonably necessary to effectuate an orderly transition to such new system or software solution ("Transition Services"). In addition to the foregoing, upon any expiration or lapse of this Agreement, County shall have the right to extend the Transition Period beyond the twelve (12) month period at its option and request, in which case the Transition Period shall continue in effect on a month-to-month basis, during which time County shall continue to receive from Contractor all Transition Services at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

F. Administrative Requirements

1. Quality Management and Compliance

a. 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 5%, and 3) first appointment will be within 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.

b. 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.

c. 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:

- 1) Medications are logged in, verified, counted and added to inventory sheets.
- 2) 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.
- 3) Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- 4) All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- 5) Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- 6) Medications are disposed of after the expiration date and recorded
- 7) Injectable multi-dose vials are dated and initialed when opened.
- 8) 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.
- 9) "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

d. 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.

e. 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 Quality Management 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 the first paragraph of this Exhibit A.2). 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.

f. 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.

g. Client Rights and Satisfaction Surveys

1) Administering Satisfaction Surveys

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

2) 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.

3) Advance Directives

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

h. 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>.

i. 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.

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

- 1) 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.

- 2) 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.
- 3) 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:
 - a) 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;
 - b) 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
 - c) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

4) 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>.

k. Site Certification

- 1) Contractor will comply with all site certification requirements
- 2) Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
 - a) Major leadership or staffing changes.

- b) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
- c) 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.
- d) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
- e) Change of ownership or location.
- f) Complaints regarding the provider.

I. 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.

m. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can be found online at: <http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01>.

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 a plan to correct to address the matter.

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment F – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment F and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment F – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

n. 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. 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.

o. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR

2. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

p. 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.

q. Minimum Staffing Requirements

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

2. 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 ode@smcgov.org.

- a. 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) at ode@smcgov.org by September of the fiscal year.

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

- 1) Implementation of policies and practices that are related to promoting diversity and cultural competence.
 - 2) Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee).
 - 3) Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.
 - 4) 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.)
 - 5) 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.
- b. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS Office of Diversity and Equity at ode@smcgov.org by March 31st, a list of staff who had participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
- c. 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 Program Manager for consultation. If additional language resources are needed, please contact HEIM.
- d. 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.

- e. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM at ode@smcgov.org to plan for appropriate technical assistance.

3. 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.

4. 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.

*** END OF EXHIBIT A.2 ***

EXHIBIT B.1 – PAYMENTS AND RATES
TELECARE CORPORATION
FY 2019-21

AGING AND ADULT SERVICES

In consideration of the services provided by Contractor in Exhibit A.1, County shall pay Contractor based on the following fee schedule:

I. Total Maximum Obligation For All Services

The maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed TWENTY-ONE MILLION TWELVE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS (\$21,012,887) for the two fiscal years 2019-21. The maximum amount for each fiscal year is as follows:

FY 2019-20	\$10,299,671
FY 2020-21	<u>\$10,713,216</u>
Total	\$21,012,887

II Aging and Adult Services Payments Only

For services at Garfield Neurobehavioral Center (SNF)

- A. The County shall pay Contractor a total of SIX HUNDRED FORTY THOUSAND DOLLARS (\$640,000) for the term of the agreement. Contractor shall be paid per client per bed day for access to beds for individuals who require additional care and supervision beyond the basic level. The rate and maximum amount for each fiscal year is as follows:

	Medi-Cal Rate	Total
FY 2019-20	\$248.34	\$320,000
FY 2020-21	\$255.79	<u>\$320,000</u>
		\$640,000

- B. Non Medi-Cal eligible clients shall be paid 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 thirty (30) days following SNF's receipt of written notice of such lack of eligibility.

For FY 2019-20, the daily bed rate for clients without Medi-Cal is THREE HUNDRED TEN DOLLARS AND SEVENTY CENTS (\$310.70). For FY 2020-21, the daily bed rate for clients without Medi-Cal is THREE HUNDRED TWENTY-ONE DOLLARS AND FIFTY-SEVEN CENTS (\$321.57).

- 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. 1:1 Services

County shall pay Contractor for 1:1 services at the rate of THIRTY-EIGHT DOLLARS (\$38.00) per hour. This payment is in addition to the per bed day rate established in Article III, Sections A and B of Exhibit B.1. 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. The Contractor shall receive prior authorization from AAS Director or her designee for a 1:1 placement.

County agrees to pay within thirty (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.

G. Escort Services

County shall pay Contractor at a rate of TWENTY-EIGHT DOLLARS (\$28.00) for escort services, for the term of the agreement. Contractor shall receive prior authorization from the AAS Director or her designee for escort services.

*** END OF EXHIBIT B.1 ***

EXHIBIT B.2 – PAYMENTS AND RATES
TELECARE CORPORATION
FY 2019-21

BEHAVIORAL HEALTH AND RECOVERY SERVICES

In consideration of the services provided by Contractor in Exhibit A.2, County shall pay Contractor based on the following fee schedule:

I. Total Maximum Obligation For All Services

The maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed TWENTY-ONE MILLION TWELVE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS (\$21,012,887) for the two fiscal years 2019-21. The maximum amount for each fiscal year is as follows:

FY 2019-20	\$10,299,671
FY 2020-21	<u>\$10,713,216</u>
Total	\$21,012,887

II. Behavioral Health and Recovery Services Payments Only

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. Mental Health Services

1. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than NINETEEN MILLION TWO HUNDRED NINETEEN THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$19,219,380) for the two fiscal years 2019-21 for mental health services provided at Cordilleras Mental Health Center. The maximum amount per fiscal year is as follows:

FY 2019-20	\$ 9,408,966
FY 2020-21	<u>\$ 9,810,414</u>
Total	\$19,219,380

2. Payments and Rates

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

Sixty-four (64) Dedicated Beds	
FY 2019-20	\$281.72
FY 2020-21	\$281.72

Three (3) Fee-for-Service Beds	
FY 2019-20	\$310.22
FY 2020-21	\$310.22

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

- c. Psychiatric Services

Payment for psychiatric services shall not exceed TWO HUNDRED FOURTEEN THOUSAND DOLLARS (\$214,000) for the two fiscal years 2019-21. The maximum amount per fiscal year is as follows:

FY 2019-20	\$107,000
FY 2020-21	<u>\$107,000</u>
Total:	\$214,000

Such funding is included in the Total Maximum obligation described in Exhibit B.2, II.A.1.

- d. 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.

- e. Unless otherwise authorized by the Chief of San Mateo County Health 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 II.A.1. of this Exhibit B.2. These monthly payments shall be in the following amounts:

FY 2019-20	\$784,080.52
FY 2020-21	\$817,534.52

B. Services at Garfield Neurobehavioral Center

The County shall pay Contractor a total of THREE HUNDRED SIXTY-EIGHT THOUSAND FIFTEEN DOLLARS (\$368,015) for the term of the agreement. Contractor shall be paid per client per bed day for access to beds for individuals who require additional care and supervision beyond the basic level, for the two fiscal years 2019-21. The rate and maximum amount for each fiscal year is as follows:

	Medi-Cal Rate	Total
FY 2019-20	\$248.34	\$181,288
FY 2020-21	\$255.79	<u>\$186,727</u>
		\$368,015

For FY 2019-20, the daily bed rate for clients without Medi-Cal is FIVE HUNDRED FIFTY-NINE DOLLARS AND FOUR CENTS (\$559.04). For FY 2020-21, the daily bed rate for clients without Medi-Cal is FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND THIRTY-SEVEN CENTS (\$577.37).

C. Services at Morton Bakar Center

The County shall pay Contractor a total of ONE HUNDRED ONE THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS (\$101,222) for the term of the agreement. Contractor shall be paid per client per bed day for access to beds for individuals who require additional care and supervision beyond the basic level, for the two fiscal years 2019-21. The rate and maximum amount per fiscal year is as follows:

	Medi-Cal Rate	Total
FY 2019-20	\$136.61	\$49,863
FY 2020-21	\$140.71	<u>\$51,359</u>
		\$101,222

For FY 2019-20, the daily bed rate for clients without Medi-Cal is THREE HUNDRED SIXTY-SIX DOLLARS AND FIFTY-EIGHT CENTS (\$366.58). For FY 2020-21, the daily bed rate for clients without Medi-Cal is THREE HUNDRED SEVENTY-EIGHT DOLLARS AND SEVENTY-THREE CENTS (\$378.73).

D. Services at Villa Fairmont

The County shall pay Contractor a total of THREE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS (\$349,232) for the term of the agreement. The rate and maximum amount per fiscal year is as follows:

	Flex Rate	Total
FY 2019-20	\$471.33	\$172,035
FY 2020-21	\$485.47	<u>\$177,197</u>
		\$349,232

E. Escort Services

County shall pay Contractor at a rate of TWENTY-EIGHT DOLLARS (\$28.00) for escort services, not to exceed FIVE THOUSAND FORTY DOLLARS (\$5,040) for the term of the agreement. Contractor shall receive prior authorization from the BHRS Clinical Manager for escort services.

F. 1:1 Services

County shall pay Contractor at a rate of THIRTY-EIGHT DOLLARS (\$38.00) for 1:1 services, not to exceed SIX THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$6,840) for the term of the agreement. Contractor shall receive prior authorization from the BHRS Clinical Manager for 1:1 services.

G. The Gross Operating Income described in Exhibit D (Budget) shall not exceed ONE MILLION SIXTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$1,062,200) for the two fiscal years 2019-21, without the express written consent of the Chief of San Mateo County Health. Funding for such Gross Operating Income is included in the Total Maximum Obligation set forth in Exhibit B.2, Paragraph II.A.1. The maximum amount for each fiscal year is as follows:

FY 2019-20	\$520,600
FY 2020-21	<u>\$541,600</u>
Total	\$1,062,200

H. Budget modifications may be approved by the Chief of San Mateo County Health or designee, subject to the maximum obligation set forth in Paragraph 3 of the Agreement and the Gross Operating Income Limitations.

I. The Chief of San Mateo County Health 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.

- J. 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 A.2, for which claim is made. Invoices shall be sent to:

San Mateo County Health
Behavioral Health and Recovery Services
Attn: Contracts Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

- K. 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.
- L. 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.
- M. 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.
- N. If the annual Cost Report provided to County reveals that total payments to Contractor, less the Gross Operating Income as established in Paragraph II.C. of this Exhibit B.2, 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 San Mateo County Health or designee.
- O. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.

- P. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- Q. 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.
- R. 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.
- S. In the event this Agreement is terminated prior to June 30, 2021, 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.
- T. 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.

U. Beneficiary Billing

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

V. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph M. of this Exhibit B.2. 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.

W. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A.2 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 A 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 A.2, Paragraph A.3.c. 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 Care Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B.2 ***

EXHIBIT C (Schedule C)
LICENSE FOR USE OF REAL PROPERTY

between

COUNTY OF SAN MATEO

and

TELECARE CORPORATION

Granting a revocable license for the use of

**The Cordilleras Mental Health Center
Redwood City, California**

July 1, 2019

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EXHIBIT 1 - PREMISES

EXHIBIT C (Schedule C)

**REVOCABLE LICENSE TO ENTER AND USE REAL PROPERTY
BY AND BETWEEN
THE COUNTY OF SAN MATEO
AND
TELECARE CORPORATION
(No. 5106)**

THIS REVOCABLE LICENSE TO ENTER AND USE REAL PROPERTY (this "License"), dated for reference purposes only as of July 1, 2019, is between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Licensor"), and TELECare CORPORATION, a California corporation ("Licensee" or "Contractor")

RECITALS

This agreement is made with reference to the following facts:

- a. County and Contractor are parties to that certain agreement for professional services to which this License is attached as Schedule C, and which is titled *Agreement With Telecare Corporation For Professional Services* and dated July 1, 2019 (the "Agreement"). This License is incorporated as part of the Agreement, and sets forth the rights and obligations of the parties in relation to the use of certain real property, which use is necessary in performance of the Agreement.
- b. Licensee's use and occupancy of the Premises as set forth in Section 5, hereof, shall be on the terms and conditions set forth herein.

AGREEMENT

Therefore, for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the County grants to Licensee and Licensee accepts from the County the revocable rights set forth in this License.

1. Basic License Information

The following is a summary of Basic License information (the "Basic License Information"). Each item below shall be deemed to incorporate all of the terms in this License pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this License, the more specific provision shall control.

License Reference Date:	July 1, 2019
Licensor:	COUNTY OF SAN MATEO
Licensee:	TELECARE CORPORATION
Building (Section 2.1):	That certain skilled nursing facility located at 200 Edmonds Road, Redwood City, California, and commonly known as Cordilleras Mental Health Center (the "Building")
Premises (Section 2.1):	All of that certain portion of San Mateo Assessor's Parcel 050-470-050 as more particularly described in the attached Exhibit 1, together with the improvements thereon (the "Premises").

Term (Section 3.1):	Commencement date: July 1, 2019
Expiration date:	Upon termination of the Agreement or as otherwise set forth herein.
Base Fee (Section 4.1):	Consideration for the Use of the Premises under this License is included in the terms of the Agreement. Additional Charges and other amounts due from Licensee shall be referred to herein as Fee.
Use (Section 5.1):	Licensee shall use the Premises solely for the purpose of providing professional services as set forth in the Agreement, and for no other purpose without the expressed written consent of Licensor.
Licensee Improvements: (Section 7.1)	None
Utilities and Services (Section 10.1):	Provided by the Licensee at its sole cost and expense.
Security	Licensee shall be solely responsible for the security of the Premises. No measure shall be established which in any way interferes with County's security at its surrounding facilities.
Notice Address of County (Section 27.1):	Fax No.: (650) 363-4832 County of San Mateo Real Property Services 400 County Center Redwood City, California 94063
Telephone No.:	(650) 599-1388
Notice Address for Licensee (Section 26.1):	Richard Panell Telecare Corporation 1080 Marina Village Parkway, #100 Alameda, CA 94501-1043 Tel: 1 (510) 337-7950; Fax No.: 1 (510) 337-7969
Key Contact for Licensee:	Scott Madover
Telephone No.:	(510) 908-6439
Brokers (Section 26.8):	None

2. PREMISES; AS IS CONDITION

2.1. License Premises. County confers to Licensee a revocable, personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use the Premises identified in the Basic License Information and shown on Exhibit 1, for the limited purpose and subject to the terms, conditions and restrictions set forth below. This License gives Licensee a license only, revocable at any time at the will of County, and notwithstanding anything to the contrary herein, this License does not constitute a grant by County of any ownership, leasehold, easement or other property interest or estate whatsoever in the Premises, or any portion thereof. The Premises, including the land upon which the Building is located and all other improvements on and appurtenances to such land are referred to collectively as the "Property."

2.2. As Is Condition. LICENSEE ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE BEING LICENSED AND ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY AND POSSESSION. LICENSEE REPRESENTS AND WARRANTS TO COUNTY THAT LICENSEE HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF LICENSEE'S OWN CHOOSING, THE CONDITION OF THE PREMISES AND THE SUITABILITY OF THE PREMISES FOR LICENSEE'S INTENDED USE. LICENSEE HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE PREMISES ARE SUITABLE FOR LICENSEE'S BUSINESS AND INTENDED USE.

3. TERM

3.1 License Term. The privilege given to Licensee pursuant to this License is temporary only and for a term (the "Term") that shall commence on the date of commencement of the Agreement (the "Commencement Date"), or such earlier date upon which County delivers and Licensee accepts possession of the Premises or any portion of the Premises, and shall expire on the termination of the Agreement unless earlier terminated under this License. Without limiting any of its rights hereunder, County may at its sole option freely revoke this License at any time, without cause and without any obligation to pay any consideration to Licensee. County shall deliver the Premises to Licensee on the Commencement Date in their then existing as-is condition as further provided above, with no alterations being made by County.

3.2 Confirmation of Commencement Date. The dates on which the Term commences and terminates pursuant hereto are referred to respectively as the "Commencement Date" and the "Expiration Date."

4. FEE

4.1 Fee. This License is granted in consideration of the services provided under the Agreement. Throughout the Term beginning on the Commencement Date, Licensee shall pay all financial obligations set forth in this License ("Additional Charges") as such obligations become due. As used in this License, the term "Fee" shall include the Additional Charges and any other amounts Licensee is obligated to pay hereunder, whether or not any such amounts are specifically characterized as a fee.

4.2 Default Interest. Any Fee due to Licensor, if not paid within five (5) days following the due date, shall bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under law. However, interest shall not be payable on late charges incurred by Licensee nor on any amounts on which late charges are paid by Licensee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Licensee.

5. USE

5.1 Permitted Use. Licensee shall use and continuously occupy the Premises during the Term solely for the purposes set forth in the Agreement as necessary to meet its obligations under the Agreement and for no other purpose.

5.2 No Unlawful Uses, Nuisances or Waste. Without limiting the foregoing, Licensee shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Premises. Licensee shall take all precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises. Licensee shall not conduct any business, place any sales display, or advertise in any manner in areas outside the Premises or on or about the Property.

6. NOT USED

7. ALTERATIONS

7.1 Licensee's Alterations. Licensee shall not make or permit any alterations to the Premises or to the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, communications systems of the Premises ("Building Systems"), and shall not make or permit any alterations, installations, additions or improvements, structural or otherwise (collectively, "Alterations"), in, on or about the Premises, without County's prior written consent in each instance. All Alterations shall be done in accordance with plans and specifications approved by County, only by duly licensed and bonded contractors or mechanics approved by County, and subject to any conditions that County may reasonably impose.

7.2 Title to Improvements. Except for Licensee's Personal Property (as described in the next section), or as may be specifically provided to the contrary in approved Plans, all appurtenances, fixtures, improvements, equipment, additions, and other property attached or affixed to or installed in the Premises at the Commencement Date or during the Term, including, without limitation, any Alterations shall, at County's sole discretion, remain County's property or be removed at the termination of this License. Licensee may not remove any such property at any time during or after the Term unless County so requests as further provided in Section 24 [Surrender of Premises], below.

7.3 Licensee's Personal Property. All furniture, trade fixtures, office equipment and articles of movable personal property installed in the Premises by or for the account of Licensee, without expense to County, and that can be removed without structural or other damage to the Premises (collectively, "Licensee's Personal Property") shall be and remain Licensee's property. Licensee may remove its Personal Property at any time during the Term, subject to the provisions of Section 24 [Surrender of Premises], below. Licensee shall pay any taxes or other impositions levied or assessed upon Licensee's Personal Property, at least ten (10) days prior to delinquency, and shall deliver satisfactory evidence of such payment to County upon request.

7.4 County's Personal Property. Licensee may use County's personal property itemized in Schedule E to the Agreement in connection with providing services under the Agreement. Licensee shall be responsible for the maintenance, repair, and replacement of said personal property. Upon termination or expiration of this License, Licensee shall return to County said personal property in good condition, reasonable wear and tear excepted.

7.5 County's Alterations of the Building and Building Systems. County reserves the right at any time to make alterations, additions, repairs, deletions or improvements to the common areas or any other part of the Building or the Building Systems, provided that any such alterations or additions shall not materially adversely affect the functional utilization of the Premises for the Permitted Use set forth in Section 4.1 [Permitted Use].

8. REPAIRS AND MAINTENANCE

8.1 County's Repairs. Except for damage arising from the willful or negligent act of Licensee, County shall, at its cost, repair and maintain the structural portions of the Premises, including the Building Systems and the common areas; provided, however, Licensee shall reimburse County for any damage, excluding normal wear and tear, caused by any act or omission of Licensee, its Agents or Invitees (as such terms are defined in Section 26.5 [Parties and their Agents], below). For the purpose of making any such repairs, County may use structures in the Premises where reasonably required by the character of the work to be performed, provided that such work shall not block the main entrance to the Parking Lot or Building nor unreasonably interfere with Licensee's business. Licensee waives any claim for damages for any injury or inconvenience to or interference with Licensee's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned thereby. County will maintain the Building in a manner that will minimize breakdowns and loss of use of the Premises by Licensee as a result of deferred or inadequate maintenance. The County specifically agrees, during the Term of this License, to provide the following repairs, maintenance and services:

- (a) plant maintenance and operations;
- (b) carpentry, plumbing, and electrical services;
- (c) maintenance of existing refrigeration, boilers, radiators, sump pumps, domestic water tanks, hot water tanks, heating and cooling, locks, and all related building systems and equipment;
- (d) landscape maintenance, including irrigation, pruning and lawn-cutting;
- (e) maintenance of parking lot and exterior grounds;
- (f) elevator maintenance;
- (g) pest control;
- (h) maintenance of storm drains, weirs, culverts and sanitary sewers;
- (i) maintenance of emergency generators, fire sprinkler system, fire and smoke detection systems and nurse call systems;
- (j) maintenance of window frames and walls (excluding glass and doors), roof, gutters and downspouts;
- (k) painting of interior and exterior portions of the Premises, as such is determined by the County to be necessary, provided that touch-ups and phasing of such work shall be at the sole election of the County.

Licensee shall report in writing in a timely manner to the Director of Mental Health Services, with a copy to the Director of Public Works, any need for repair and maintenance services called for herein, and failure to do so will relieve the County of any liability for failure to make such repairs or provide such maintenance services. Decisions regarding the scheduling of maintenance, repair and replacement as set forth herein shall otherwise be at the sole discretion of the Director of Public Works.

8.2 Licensee's Repairs. Except as provided hereinabove, Licensee shall, at its cost, maintain the Premises in good repair and working order and in a clean, secure, safe and sanitary condition. Licensee shall maintain, without limitation, all of County's personal property, signs, plate glass, windows, floors, built-in furniture, fixtures, and furnishings as part of the Premises, and shall at all times maintain Licensee's personal property in the Premises in good condition and repair. Licensee shall promptly make all required repairs and replacements: (a) at its sole expense, (b) through the County per the terms of the Agreement or by licensed contractors or qualified mechanics approved by County, (c) so that the same shall be at least equal in quality, value and utility to the original work or installation, (d) in a manner and using equipment and materials that will not interfere with or impair the operations, use or occupation of the Premises or the Building Systems, and (e) in accordance with all applicable laws, rules and regulations. Licensee hereby waives all rights to make repairs at County's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute or ordinance now or hereafter in effect.

9. LIENS AND ENCUMBRANCES

9.1 Liens. Licensee shall keep the Premises and the rest of the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by or for Licensee. In the event Licensee does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, County shall have, in addition to all other remedies, the right, but not the obligation, to cause the lien to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by County and all expenses incurred by it in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to County by Licensee upon demand. County shall have the right to post on the Premises any notices that County may deem proper for the protection of County, the Premises, and the Building, from mechanics' and materialmen's liens. Licensee shall give to County at least fifteen (15) days' prior written notice of commencement of any repair or construction on the Premises.

9.2 Encumbrances. Licensee shall not create, permit or suffer any liens or encumbrances affecting any portion of the Premises, the Property or County's interest therein or under this License.

10. UTILITIES AND SERVICES

10.1 Utilities and Services. Licensee shall, at its cost, make arrangements for service and provide all utilities and services to the Building including, without limitation, gas, electricity, water, telephone service, janitorial service, trash collection, and all connection charges. If the County allows the use of any part of the Building by an occupant other than Licensee, County and Licensee shall agree on an equitable reimbursement to Licensee of the cost of such Utilities and Services. Such reimbursement shall be computed based on the ratio of the floor area of the Building occupied by others as compared to the total floor area of the Building.

10.2 Mandatory or Voluntary Restrictions. In the event any law, ordinance, code or governmental or regulatory guideline imposes mandatory or voluntary controls on County or the Property or any part thereof, relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions, or the provision of any other utility or service provided with respect to this License, or in the event County is required or elects to make alterations to any part of the Premises in order to comply with such mandatory or voluntary controls or guidelines, such compliance and the making of such alterations shall in no event entitle Licensee to any damages, relieve Licensee of the obligation to pay the Additional Charges reserved hereunder or to perform each of its other covenants hereunder or constitute or be construed as a constructive or other eviction of Licensee.

10.3 Floor Load. Without County's prior written consent, which County may give or refuse in its sole discretion, Licensee shall not place or install in the Premises any equipment that weighs in excess of the normal load-bearing capacity of the floors of the Building. If County consents to the placement or installation of any such machine or equipment in the Premises, County shall reinforce the floor of the Premises prior to the installation of such machine or equipment.

11. COMPLIANCE WITH LAWS AND RISK MANAGEMENT REQUIREMENTS

11.1 Compliance with Laws. Licensee shall promptly comply, at its sole expense, with all present or future laws, orders, regulations and requirements of all governmental authorities relating to the Premises or the use or occupancy thereof, whether in effect at the time of the execution of this License or adopted at any time thereafter and whether or not within the present contemplation of the parties. Licensee further understands and agrees that it is Licensee's obligation, at its sole cost, to cause the Premises and Licensee's uses thereof to be conducted in compliance with the Americans With Disabilities Act, 42 U.S.C.A. §§ 12101 et seq. Licensee shall not be required to make any structural Alterations in order to comply with such laws unless such Alterations shall be occasioned, in whole or in part, directly or indirectly, by the Licensee Improvements or any other Alterations, Licensee's use of the Premises, or any act or omission of Licensee, its Agents or Invitees. Any Alteration made by or on behalf of Licensee

pursuant to the provisions of this Section shall comply with the provisions of Section 8.2, Licensee's Repairs, above.

11.2 Regulatory Approvals.

(a) Responsible Party. Licensee understands and agrees that Licensee's use of the Premises may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Licensee shall be solely responsible for obtaining any and all such regulatory approvals. Licensee shall not seek any regulatory approval without first obtaining the written consent of County hereunder. Licensee shall bear all costs associated with applying for and obtaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Licensee's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Licensee, and County shall have no liability, monetary or otherwise, for any such fines or penalties. Licensee shall Indemnify County and the other Indemnified Parties hereunder against all Losses arising in connection with Licensee's failure to obtain or comply with the terms and conditions of any regulatory approval.

(b) County Acting as Owner of Real Property. Licensee further understands and agrees that County is entering into this License in its capacity as a property owner, and not as a regulatory agency. Nothing in this License shall limit in any way Licensee's obligation to obtain any required approvals from County departments, boards or commissions having jurisdiction over the Premises. By entering into this License, County is in no way modifying or limiting Licensee's obligation to cause the Premises to be used and occupied in accordance with all applicable laws, as provided further above.

11.3 Compliance with County's Risk Management Requirements. Licensee shall not do anything, or permit anything to be done, in or about the Premises which would be prohibited by or increase the rates under a standard form fire insurance policy or subject County to potential premises liability. Licensee shall faithfully observe, at its expense, any and all requirements of County's Risk Manager with respect to Licensee's use and occupancy of the Premises, so long as such requirements do not unreasonably interfere with Licensee's use of the Premises.

11.4 Security. Licensee shall be solely responsible for the security of the Premises. No measure shall be established that in any way interferes with County's security at its surrounding facilities.

12. **SUBORDINATION**

This License is and shall be subordinate to any reciprocal easement agreement, ground lease, facilities lease or other underlying leases or licenses and the lien of any mortgage or deed of trust, that may now exist or hereafter be executed affecting the Property, or any part thereof, or County's interest therein. Notwithstanding the foregoing, County or the holder shall have the right to subordinate any such interests to this License. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Licensee shall attorn to the successor-in-interest to County, at the option of such successor-in-interest. The provisions of this Article shall be self-operative and no further instrument shall be required. Licensee agrees, however, to execute and deliver, upon demand by County and in the form requested by County, any additional documents evidencing the priority or subordination of this License.

13. **INABILITY TO PERFORM**

If County is unable to perform or is delayed in performing any of County's obligations under this License, by reason of acts of God, accidents, breakage, repairs, strikes, lockouts, other labor disputes, protests, riots, demonstrations, inability to obtain utilities or materials or by any other reason beyond County's reasonable control, no such inability or delay shall constitute an actual or constructive eviction, in whole or in part, or entitle Licensee to any abatement or diminution of fee or relieve Licensee from any of its obligations under this License, or impose any liability upon County or its Agents by reason of

inconvenience, annoyance, interruption, injury or loss to or interference with Licensee's business or use and occupancy or quiet enjoyment of the Premises or any loss or damage occasioned thereby.

14. DAMAGE AND DESTRUCTION

14.1 Damage and Destruction. If the Premises or the Building is damaged by fire or other casualty County shall have no obligation to repair the Premises or Building, County shall use reasonable efforts to promptly notify Licensee whether or not such damage can be repaired. In no event shall County be required to repair any damage to Licensee's Personal Property or any interior or exterior finishes or fixtures such as paneling, decorations, railings, floor coverings, or any Licensee Alterations installed or made on the Premises by or at the expense of Licensee.

14.2 Licensee Waiver. County and Licensee intend that the provisions of this Section govern fully in the event of any damage or destruction and accordingly, County and Licensee each hereby waives the provisions of Section 1932, subdivision 2, and Section 1933, subdivision 4, of the Civil Code of California or under any similar law, statute or ordinance now or hereafter in effect.

15. EMINENT DOMAIN

15.1 Definitions.

(a) "Taking," means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under law. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

(b) "Date of Taking" means the earlier of (i) the date upon which title to the portion of the Property taken passes to and vests in the condemnor or (ii) the date on which Licensee is dispossessed.

(c) "Award" means all compensation, sums or anything of value paid, awarded or received for a Taking, whether pursuant to judgment, agreement, settlement or otherwise.

15.2 General. If during the Term or during the period between the execution of this License and the Commencement Date, there is any Taking of all or any part of the Premises or any interest in this License, the rights and obligations of Licensee shall be determined pursuant to this Section. County and Licensee intend that the provisions hereof govern fully Licensee's rights in the event of a Taking and accordingly, Licensee hereby waives any right to terminate this License in whole or in part under Sections 1265.120 and 1265.130 of the California Code of Civil Procedure or under any similar law now or hereafter in effect.

15.3 Total Taking; Automatic Termination. If there is a total Taking of the Premises, then this License shall terminate as of the Date of Taking.

15.4 Partial Taking; Election to Terminate.

(a) If there is a Taking of any portion (but less than all) of the Premises, then this License shall terminate in its entirety under either of the following circumstances: (i) if all of the following exist: (A) the partial Taking renders the remaining portion of the Premises unsuitable for continued use by Licensee, (B) the condition rendering the Premises unsuitable either is not curable or is curable but County is unwilling or unable to cure such condition, and (C) Licensee elects to terminate; or (ii) if County elects to terminate.

(b) If Licensee elects to terminate under the provisions of this Section 15 Licensee shall do so by giving the written notice to the County before or within thirty (30) days after the Date of Taking, and thereafter this License shall terminate upon receipt of such notice.

15.5 Fee; Award. Upon termination of this License pursuant to an election under Section 15.4 above, then: (i) Licensee's obligation to pay fee shall continue up until the date of termination, and thereafter shall cease, except that fee shall be reduced as provided in Section 15.6 below for any period during which this License continues in effect after the Date of Taking, and (ii) County shall be entitled to the entire Award in connection therewith (including, but not limited to, any portion of the Award made for the value of Licensee's interest under this License), and Licensee shall have no claim against County for the value of any unexpired term of this License, provided that Licensee may make a separate claim for compensation, and Licensee shall receive any Award made specifically to Licensee, for Licensee's relocation expenses or the interruption of or damage to Licensee's business or damage to Licensee's Personal Property.

15.6 Partial Taking; Continuation of License. If there is a partial Taking of the Premises under circumstances where this License is not terminated in its entirety under Section 15.4 above, then this License shall terminate as to the portion of the Premises so taken, but shall remain in full force and effect as to the portion not taken, and the rights and obligations of the parties shall be as follows: (a) Base Fee shall be reduced by an amount that is in the same ratio to the Base Fee as the area of the Premises taken bears to the area of the Premises prior to the Date of Taking; provided, however, in no event shall the monthly Base Fee be reduced to less than seventy-five percent (75%) of the monthly Base Fee immediately prior to the Date of Taking, and (b) County shall be entitled to the entire Award in connection therewith (including, but not limited to, any portion of the Award made for the value of the Licensehold estate created by this License), and Licensee shall have no claim against County for the value of any unexpired term of this License, provided that Licensee may make a separate claim for compensation, and Licensee shall receive any Award made specifically to Licensee, for Licensee's relocation expenses or the interruption of or damage to Licensee's business or damage to Licensee's Personal Property.

15.7 Temporary Takings. Notwithstanding anything to contrary in this Section, if a Taking occurs with respect to all or any part of the Premises for a limited period of time not in excess of one hundred eighty (180) consecutive days, this License shall remain unaffected thereby, and Licensee shall continue to pay fee and to perform all of the terms, conditions and covenants of this License. In the event of such temporary Taking, Licensee shall be entitled to receive that portion of any Award representing compensation for the use or occupancy of the Premises during the Term up to the total fee owing by Licensee for the period of the Taking, and County shall be entitled to receive the balance of any Award.

16. ASSIGNMENT AND SUBLETTING

Restriction on Assignment and Subletting. Licensee shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Licensee), voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer (collectively, "Assignment") any part of its interest in or rights with respect to the Premises, or permit any portion of the Premises to be occupied by anyone other than itself, or sublet or license any portion of the Premises (collectively, "Subletting"), without County's prior written consent in each instance.

17. DEFAULT; REMEDIES

17.1 Events of Default. Any of the following shall constitute an event of default by Licensee hereunder:

(a) a failure to pay any Fee when due, and such failure continues for three (3) days after the date of written notice by County.

(b) a failure to comply with any other covenant, condition or representation made under this License and such failure continues for fifteen (15) days after the date of written notice by County,

provided that if such default is not capable of cure within such 15-day period, Licensee shall have a reasonable period to complete such cure if Licensee promptly undertakes action to cure such default within such 15-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from County. County shall not be required to provide such notice more than twice in any twelve (12) month period and after the second notice in any calendar year, any subsequent failure by Licensee during such 12-month period shall constitute an event of default hereunder;

(c) a vacation or abandonment of the Premises for a continuous period in excess of five (5) business days; or

(d) an appointment of a receiver to take possession of all or substantially all of the assets of Licensee, or an assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

17.2 Remedies. Upon the occurrence of an event of default by Licensee, County shall have the right to terminate the Agreement in addition to all other rights and remedies available to County at law or in equity:

17.3 County's Right to Cure Licensee's Defaults. If Licensee defaults in the performance of any of its obligations under this License, then County may, at its sole option, remedy such default for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written or oral notice of County's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by County). Such action by County shall not be construed as a waiver of such default or any rights or remedies of County, and nothing herein shall imply any duty of County to do any act that Licensee is obligated to perform. Licensee shall pay to County upon demand, as additional fee, all costs, damages, expenses or liabilities incurred by County, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this License.

18. WAIVER OF CLAIMS; INDEMNIFICATION

18.1 Limitation on County's Liability; Waiver of Claims. County shall not be responsible for or liable to Licensee, and Licensee hereby assumes the risk of, and waives and releases County and its Agents from all Claims (as defined below) for, any injury, loss or damage to any person or property in or about the Premises by or from any cause whatsoever including, without limitation, (i) any act or omission of persons occupying adjoining premises or any part of the Building adjacent to or connected with the Premises which are not occupied by County, (ii) theft, (iii) explosion, fire, steam, oil, electricity, water, gas or rain, pollution or contamination, (iv) stopped, leaking or defective Building Systems, (v) Building defects, and (vi) any other acts, omissions or causes. Nothing herein shall relieve County from liability caused solely and directly by the gross negligence or willful misconduct of County or its Agents, but County shall not be liable under any circumstances for any consequential, incidental or punitive damages.

18.2 Licensee's Indemnity. Licensee, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless ("Indemnify") County including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, its Health Services Agency and Real Property Services Division and all of its respective Agents, and their respective heirs, legal representatives, successors and assigns (individually and collectively, the "Indemnified Parties"), and each of them, from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind (collectively, "Claims"), incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, including, without limitation, employees of Licensee, or loss of or damage to property, howsoever or by whomsoever caused, occurring in or about the Property; (b) any default by Licensee in the observation or performance of any of the terms,

covenants or conditions of this License to be observed or performed on Licensee's part, including without limitation the terms, covenants or conditions of the Contractor Services Agreement; (c) the use or occupancy or manner of use or occupancy of the Premises by Licensee, its Agents or Invitees or any person or entity claiming through or under any of them; (d) the condition of the Premises; (e) any construction or other work undertaken by Licensee on the Premises whether before or during the Term of this License; or (f) any acts, omissions or negligence of Licensee, its Agents or Invitees, in, on or about the Premises or the Property; all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this License and further except only such Claims as are caused exclusively by the willful misconduct or gross negligence of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and County's costs of investigating any Claim. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the County from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Licensee by County and continues at all times thereafter. Licensee's obligations under this Section shall survive the termination of the License.

19. INSURANCE

19.1 Licensee's Insurance. Licensee, at its sole cost, shall procure and keep in effect at all times during the Term insurance for the Premises in the form and amounts and under the terms and conditions specified in the Agreement and in compliance with County Risk Management guidelines.

19.2 Licensee's Personal Property. Licensee shall be responsible, at its expense, for separately insuring Licensee's Personal Property.

19.3 County's Self Insurance. Licensee acknowledges that County self-insures against casualty, property damage and public liability risks and agrees that County may at its sole election, but shall not be required to, carry any third party insurance with respect to the Building, the Premises or otherwise.

19.4 Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of insurance, County and Licensee each hereby waive any right of recovery against the other party and against any other party maintaining a policy of insurance covering the Building or the contents, or any portion thereof, for any loss or damage maintained by such other party with respect to the Building or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party. If any policy of insurance relating to the Premises carried by Licensee does not permit the foregoing waiver or if the coverage under any such policy would be invalidated due to such waiver, Licensee shall obtain, if possible, from the insurer under such policy a waiver of all rights of subrogation the insurer might have against County or any other party maintaining a policy of insurance covering the same loss, in connection with any claim, loss or damage covered by such policy.

20. ACCESS BY COUNTY

County reserves for itself and any of its designated Agents, the right to enter the Premises as follows: (i) on a regular basis without advance notice to supply any necessary or agreed-upon service to be provided by County hereunder; (ii) on an occasional basis, at all reasonable times after giving Licensee reasonable advance written or oral notice, to show the Premises to prospective Licensees or other interested parties, to post notices of non-responsibility, to conduct any environmental audit of Licensee's use of the Premises, to repair, alter or improve any part of the Building, Building Systems or the Premises, and for any other lawful purpose; and (iii) on an emergency basis without notice whenever County believes that emergency access is required. County shall have the right to use any means that it deems proper to open doors in an emergency in order to obtain access to any part of the Premises, and

any such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, the Premises, or an eviction, actual or constructive, of Licensee from the Premises or any portion thereof. Licensee shall not alter any lock or install any new or additional locking devices without the prior written consent of County. All locks installed in the Premises (excluding Licensee's vaults, safes or special security areas, if any, designated by Licensee in writing to County) shall be by keyed to the Building master key system, and County shall at all times have a key with which to unlock all such doors. County rights to access shall be subject to State and federal laws concerning privacy.

21. LICENSEE'S CERTIFICATES

Licensee, at any time and from time to time upon not less than ten (10) days' prior notice from County, shall execute and deliver to County or to any party designated by County a certificate stating: (a) that Licensee has accepted the Premises, (b) the Commencement Date and Expiration Date of this License, (c) that this License is unmodified and in full force and effect (or, if there have been modifications, that the License is in full force and effect as modified and stating the modifications), (d) whether or not there are then existing any defenses against the enforcement of any of Licensee's obligations hereunder (and if so, specifying the same), (e) whether or not there are any defaults then existing under this License (and if so specifying the same), (f) the dates, if any, to which the Base Fee and Additional Charges have been paid, and (g) any other information that may be required.

22. NOT USED

23. NOT USED

24. SURRENDER OF PREMISES

Upon the Expiration Date or other termination of the Term of this License, Licensee shall immediately peaceably quit and surrender to County the Premises together with all Alterations approved by County in good order and condition, except for normal wear and tear after Licensee's having made the last necessary repair required on its part under this License, and further except for any portion of the Premises condemned and any damage and destruction for which Licensee is not responsible hereunder. The Premises shall be surrendered free and clear of all liens and encumbrances other than liens and encumbrances existing as of the date of this License and any other encumbrances created by County. Immediately before the Expiration Date or other termination of this License, Licensee shall remove all of Licensee's Personal Property as provided in this License, and repair any damage resulting from the removal. Notwithstanding anything to the contrary in this License, County can elect at any time prior to the Expiration Date or within thirty (30) days after termination of this License, to require Licensee to remove, at Licensee's sole expense, all or part of the Alterations or other improvements or equipment constructed or installed by or at the expense of Licensee. Licensee shall promptly remove such items and shall repair, at its expense, any damage to the Premises or the Building resulting from such removal. Licensee's obligations under this Section shall survive the Expiration Date or other termination of this License. Any items of Licensee's Personal Property remaining in the Premises after the Expiration Date or sooner termination of this License may, at County's option, be deemed abandoned and disposed of in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by law.

25. HAZARDOUS MATERIALS

25.1 Definitions. As used herein, the following terms shall have the meanings set forth below:

(a) "Environmental Laws," "Hazardous Material," and "Investigate and Remediate" shall have the meanings provided in Section 11.1 of the Contractor Services Agreement.

(b) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Premises, or in, on, under or about any other part of the Property or into the environment.

25.2 No Hazardous Materials. Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Property or adjacent County-Owned Property, or transported to or from the Property, with the sole exception that Licensee may keep and use such substances in the Premises in such reasonably limited amounts as are customarily used for general office purposes (such as copy toner and other normal office and cleaning supplies) so long as such storage and use are in compliance with all applicable Environmental Laws at all times. Licensee shall immediately notify County if and when Licensee learns or has reason to believe a Release of Hazardous Material on or about the Premises or any other part of the Property has occurred that may require any Investigation or Remediation.

25.3 Licensee's Environmental Indemnity. If Licensee breaches any of its obligations contained in this Article, or, if any act or omission of Licensee, its Agents or Invitees, results in any Release of Hazardous Material in, on, under or about the Premises or any other part of the Property, then, without limiting Licensee's Indemnity contained in Section 18.2, Licensee shall, on behalf of itself and its successors and assigns, Indemnify the Indemnified Parties, and each of them, from and against all Claims (including, without limitation, damages for decrease in value of the Premises or the Property, the loss or restriction of the use of rentable or usable space or of any amenity of the Premises or the Property and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees and costs) arising during or after the Term of this License and relating to such Release. The foregoing Indemnity includes, without limitation, costs incurred in connection with activities undertaken to Investigate and Remediate Hazardous Material and to restore the Property to its prior condition, fines and penalties imposed by regulatory agencies, and any natural resource damages. Without limiting the foregoing, if Licensee or any of its Agents or Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or any other part of the Property or adjacent County-Owned Property, Licensee shall immediately and at no expense to County take any and all appropriate actions to return the Premises or the Property affected thereby to the condition existing prior to such Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. Licensee shall afford County a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

26. GENERAL PROVISIONS

26.1 Notices. Any notice given under this License shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, with postage prepaid, to: (a) Licensee (i) at Licensee's address set forth in the Basic License Information, if sent prior to Licensee's taking possession of the Premises, or (ii) at the Premises if sent on or subsequent to Licensee's taking possession of the Premises, or (iii) at any place where Licensee or any Agent of Licensee may be found if sent subsequent to Licensee's vacating, abandoning or surrendering the Premises; or (b) County at County's address set forth in the Basic License Information; or (c) to such other address as either County or Licensee may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telephone number set forth in the Basic License Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

26.2 No Implied Waiver. No failure by County to insist upon the strict performance of any obligation of Licensee under this License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial Base Fee or Additional Charges during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of County, shall constitute a waiver of such breach or of County's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this License. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. Any consent by County hereunder shall not relieve Licensee of any obligation to secure the consent of County in any other or future instance under the terms of this License.

26.3 Amendments. Neither this License nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by both parties hereto.

26.4 Authority. If Licensee signs as a corporation or a partnership, each of the persons executing this License on behalf of Licensee does hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee has and is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon County's request, Licensee shall provide County with evidence reasonably satisfactory to County confirming the foregoing representations and warranties.

26.5 Parties and Their Agents; Approvals. The words "County" and "Licensee" as used herein shall include the plural as well as the singular. If there is more than one Licensee, the obligations and liabilities under this License imposed on Licensee shall be joint and several. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party, and the term "Invitees" when used with respect to Licensee shall include the clients, customers, invitees, guests, licensees, assignees or sublicensees of Licensee. All approvals, consents or other determinations permitted or required by County hereunder shall be made by or through County's Manager of Real Property Services unless otherwise provided in this License, subject to applicable law.

26.6 Interpretation of License. The captions preceding the articles and sections of this License and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this License. This License has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this License. Provisions in this License relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or County holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

26.7 Successors and Assigns. Subject to the provisions of this License relating to Assignment and Subletting, the terms, covenants and conditions contained in this License shall bind and inure to the benefit of County and Licensee and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any sale, assignment or transfer by County named herein (or by any subsequent Licensor) of its interest in the Building as owner or lessee, including any transfer by operation of law, County (or any subsequent Licensor) shall be relieved from all subsequent obligations and liabilities arising under this License subsequent to such sale, assignment or transfer.

26.8 Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the License contemplated herein except as identified in the Basic License Information, whose commission, if any is due, shall be paid pursuant to a separate written agreement between such broker and the party through which such broker contracted. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this License.

26.9 Severability. If any provision of this License or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law.

26.10 Governing Law. This License shall be construed and enforced in accordance with the laws of the State of California.

26.11 Entire Agreement. The Agreement together with this instrument, including the exhibits hereto, which are made a part of this License, contain the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend that this License shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this License. Licensee hereby acknowledges that neither County nor County's Agents have made any representations or warranties with respect to the Premises, the Building or this License except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Licensee by implication or otherwise unless expressly set forth herein.

26.12 Time of Essence. Time is of the essence with respect to all provisions of this License in which a definite time for performance is specified.

26.13 Cumulative Remedies. All rights and remedies of either party hereto set forth in this License shall be cumulative, except as may otherwise be provided herein.

26.14 Survival of Indemnities. Termination of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, nor shall it affect any provision of this License that expressly states it shall survive termination hereof.

26.15 Signs. Licensee agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Building or from the exterior of the Premises, without County's prior written consent, which County may withhold or grant in its sole discretion.

26.16 Relationship of the Parties. County is not, and none of the provisions in this License shall be deemed to render County, a partner in Licensee's business, or joint venturer or member in any joint enterprise with Licensee. Neither party shall act as the agent of the other party in any respect hereunder. This License is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

26.17 Taxes, Assessments, Licenses, Permit Fees and Liens. (a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. (b) Licensee agrees to

pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Licensee's usage of the Premises that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency. (c) Licensee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon without promptly discharging the same, provided that Licensee, if so desiring, may have reasonable opportunity to contest the validity of the same.

26.18 Non-Liability of County Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other Agent of County shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by County or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of County under this Agreement.

26.19 No Relocation Assistance; Waiver of Claims. Licensee acknowledges that it will not be a displaced person at the time this License is terminated or expires by its own terms, and Licensee fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims against, and covenants not to sue, County, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from County under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this License with respect to a Taking.

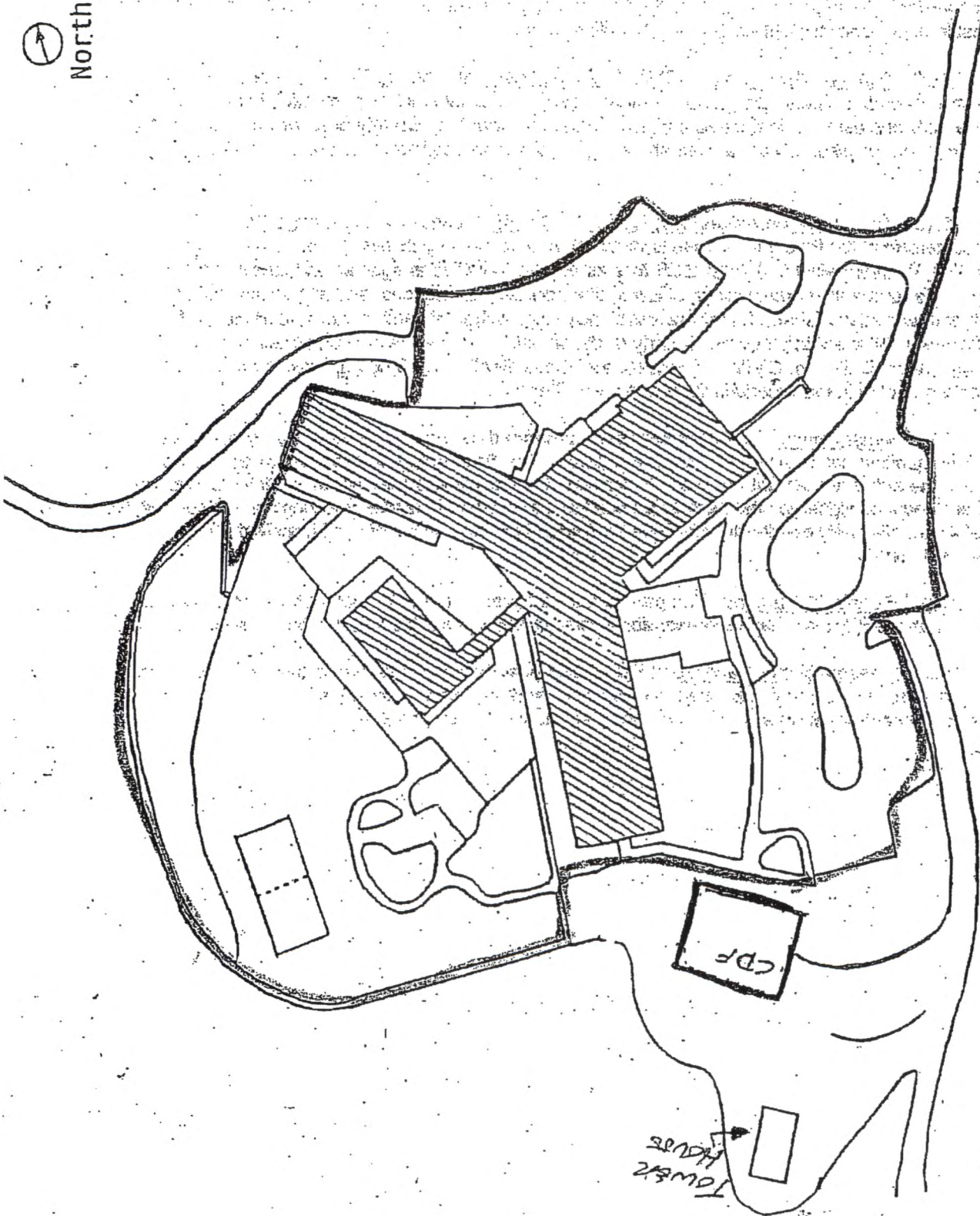
26.20 Amendments. Except as expressly amended as provided herein, the Agreement shall continue unmodified and remain in full force and effect. The Agreement as amended by this License constitutes the entire agreement between County and Contractor and may not be modified except by an instrument in writing signed by the party to be charged. In relation to issues effecting real property, in the event of any conflict between the terms of the Agreement and the terms of this License, the terms of this License shall control.

26.21 Further Instruments. The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this License.

26.22 Reasonableness and Good Faith. Except as limited elsewhere in this License, whenever this License requires County or Licensee to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld or delayed.

END

EXHIBIT 1 - PREMISES



CORDILLERAS CENTER
200 Edmonds Road, Redwood City

Site No. 2024

Telecare - Cordilleras
Budget Exhibit - Contractor's Budget FY 19-21

Cordilleras MHRC / Suites		FY 19-20
		Amount
Expenses		
Salaries	\$	5,252,491
Benefits	\$	1,804,791
Sub-total	\$	7,057,282
Services and Supplies		
Psychiatrists	\$	107,000
Utilities (Gas, electricity)	\$	236,988
Other Services and Supplies	\$	2,057,224
Operating Income	\$	520,600
Total	\$	9,978,994
Revenues		
San Mateo		
MHRC	\$	6,580,979
Residential with Case Management	\$	2,827,987
Sub-total	\$	9,408,966
VA	\$	-
TB (separate contract)	\$	-
Other	\$	-
SSI	\$	570,028
Sub-total	\$	570,028
Total	\$	9,978,994
Surplus (deficit)	\$	-
Cost per Day		
MHRC Dedicated Beds	\$	281.72
MHRC Fee-for-Service Beds	\$	310.22
Board and Care Supplement	\$	94.00
Garfield Neurobehavioral Center (SNF)	\$	248.34
Morton Bakar with Medi-Cal	\$	136.61
Morton Bakar without Medi-Cal	\$	366.68
Villa Fairmont (Flex)	\$	471.33
One time funding		
	\$	-
Other Facilities and Services (Not To Exceed)		
		Amount
Garfield Neurobehavioral Center (SNF)	\$	501,288
Morton Baker	\$	49,863
Villa Fairmont	\$	172,035
Sub-Total	\$	723,186
1:1 Services	\$	6,840
Escort Services	\$	5,040
Other Services	\$	155,639
Agreement Maximum	\$	10,299,671

Cordilleras MHRC / Suites		FY 20-21
		Amount
Expenses		
Salaries	\$	5,476,772
Benefits	\$	1,861,856
Sub-total	\$	7,358,628
Services and Supplies		
Psychiatrists	\$	107,000
Utilities (Gas, electricity)	\$	247,003
Other Services and Supplies	\$	2,126,211
Operating Income	\$	541,600
Total	\$	10,380,442
Revenues		
San Mateo		
MHRC	\$	6,861,767
Residential with Case Management	\$	2,948,647
Sub-total	\$	9,810,414
VA	\$	-
TB (separate contract)	\$	-
Other	\$	-
SSI	\$	570,028
Sub-total	\$	570,028
Total	\$	10,380,442
Surplus (deficit)	\$	-
Cost per Day		
MHRC	\$	281.72
MHRC Fee-for-Service Beds	\$	310.22
Board and Care Supplement	\$	94.00
Garfield Neurobehavioral Center (SNF)	\$	255.79
Morton Bakar without Medi-Cal	\$	140.71
Morton Bakar with Medi-Cal	\$	378.73
Villa Fairmont (Flex)	\$	485.47
One time funding		
	\$	-
Other Facilities and Services (Not To Exceed)		
		Amount
Garfield Neurobehavioral Center (SNF)	\$	506,727
Morton Baker	\$	51,359
Villa Fairmont	\$	177,197
Sub-Total	\$	735,283
1:1 Services	\$	6,840
Escort Services	\$	5,040
Other Services	\$	155,639
Agreement Maximum	\$	10,713,216

Cordilleras MHRC / Suites		FY 19-21
		Amount
Expenses		
Salaries	\$	10,729,263
Benefits	\$	3,686,647
Sub-total	\$	14,415,910
Services and Supplies		
Psychiatrists	\$	214,000
Utilities (Gas, electricity)	\$	483,891
Other Services and Supplies	\$	4,183,435
Operating Income	\$	1,062,200
Total	\$	20,359,436
Revenues		
San Mateo		
MHRC	\$	13,442,746
Residential with Case Management	\$	5,776,634
Sub-total	\$	19,219,380
VA	\$	-
TB (separate contract)	\$	-
Other	\$	-
SSI	\$	1,140,056
Sub-total	\$	1,140,056
Total	\$	20,359,436
Surplus (deficit)	\$	-
Cost per Day		
One time funding		
	\$	-
Other Facilities and Services (Not To Exceed)		
		Amount
Garfield Neurobehavioral Center (SNF)	\$	1,006,015
Morton Baker	\$	101,222
Villa Fairmont	\$	349,232
Sub-Total	\$	1,456,469
1:1 Services	\$	13,680
Escort Services	\$	10,080
Other Services	\$	311,278
Agreement Maximum	\$	21,012,887

TELECARE CORPORATION: FY 2019-21
EXHIBIT E (Schedule E)
COUNTY EQUIPMENT

<u>Kitchen – 1st Floor/East Wing:</u> 2 Walk-ins Refer boxes 1 2-door refrigerator 1 1-door refrigerator Sinks Steam tables Pizza Oven (County Removed) Counters 1 Freezer 1 8-burner stove with oven	<u>Dining room – 1st Floor/East Wing:</u> Steam table with heater 7 tables (replaced by Telecare 5/2015-?) 50 chairs (replaced by Telecare 5/2015-?)
<u>Admin/Receptions areas:</u> Water fountain Walk-in safe Shelves in the wall	<u>Clinic – 1st Floor:</u> All but the phones & medical equipment
<u>Basement:</u> Alex's Office (except our phone) County workshop Boilers	<u>Auditorium:</u> 1 Square table 3 Round tables
<u>Magnolia:</u> 12 beds (moved to second floor) 12 nightstands (moved to second floor) 7 standing closets (2 nd floor/offices/storage)	<u>Rehab – 1st floor North Wing</u> Office Lockers 1 Desk Dishwasher Oven
<u>Edgewood:</u> 17 beds (moved to 2 nd floor) 17 nightstands (moved to 2 nd floor) 7 standing closets (central storage-boutique/Rehab) 5-2019 Office Lockers 1 Desk Dishwasher (Rehab, 1 st floor North Wing) Oven (Rehab, 1 st floor North Wing) <u>Willow – 2nd floor South Wing</u> 23 Beds 23 Nightstands 23 Chairs (replaced by Telecare) 2 Desks	<u>2nd Floor North Wing:</u> 2 Beds 3 Desks <u>2nd Floor East Wing</u> Water Fountain 5 Desks 2 Square tables 4 Chairs 6 Dining tables 24 Dining chairs <u>2nd Floor Kitchen East Wing</u> 1 Heated serving table (Telecare) 1 Stove with oven (Telecare)
<u>Storage area:</u> 20 center pieces out of rooms (no longer in storage area 5-2019)	<u>Common Areas</u> Video Monitoring System

Attachment C
Election of Third Party Billing Process

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

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

Option One

Our agency will bill other insurance and provide SMCBHRS with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

We Telecare Corporation elect option one.

Signature of authorized agent

Name of authorized agent

Telephone number

Option Two

Our agency will provide information to San Mateo County Behavioral Health and Recovery Services (SMCBHRS) so that SMCBHRS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCBHRS Billing Office with the completed "assignment" that indicates the client's permission for SMCBHRS to bill their insurance.

We Telecare Corporation elect option two.



Signature of authorized agent

Leslie Davis, SVP & CFO

Name of authorized agent

Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Revenue and Reimbursement Manager
Behavioral Health and Recovery Services
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403
(650) 573-2284

Attachment D – Agency Payor Financial

Client ID (Do name search):	Client Date of Birth (Required):	SSN (Required):
Last Name:	First Name:	M.I.
Alias or other names used:		Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No
Does Client have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Share of Cost Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Client's Medi-Cal Number (CIN Number)? _____ <i>Please attach copy of MEDS screen. If client has Full Scope Medi-Cal and no other insurance coverage, skip the remaining sections of this form and fax to MIS/Billing Unit (650) 573-2110.</i> Is client potentially eligible for Medi-Cal benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No Client referred to Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Referral: _____ Is this a Court-ordered Placement? <input type="checkbox"/> Yes <input type="checkbox"/> No Does Client have Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check all that apply ____ Part A ____ Part B ____ Part D What is the Client's Medicare Number (HIC Number)? _____ Signed Assignment of Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No Please attach copy of Medicare card		
Responsible Party's Information (Guarantor): Name: _____ Phone: _____ Relationship to Client: _____ <input type="checkbox"/> Self Address: _____ City: _____ State: _____ Zip Code: _____ <input type="checkbox"/> Refused to provide Financial Information and will be charged full cost of service.		
3rd Party Health Insurance Information Health Plan or Insurance Company (Not employer) Company Name: _____ Policy Number: _____ Street Address: _____ Group Number: _____ City: _____ Name of Insured Person: _____ State: _____ Zip: _____ Relationship to Client: _____ Insurance Co. phone number: _____ SSN of Insured Person (if other than client): _____ Please attach copy of insurance card (front & back) Signed Assignment of Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the client have Healthy Kids Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please attach copy of insurance card (front & back)		
Does the client has HealthWorx Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please attach copy of insurance card (front & back)		
<p style="text-align: center;">Client Authorization</p> <p>I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I will pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not authorize, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided un 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.</p> <p>Signature of Client or Authorized Person _____ Date _____</p>		
Client refused to sign Authorization: <input type="checkbox"/> Please check, if applicable Date: _____ Reason: _____ Name of Interviewer: _____ Phone Number: _____ Best time to contact: _____ Fax completed copy to: MIS/Billing Unit (650) 573-2110		

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Telecare Corporation
Name of Contractor


Signature of Authorized Official

Leslie Davis
Name (please print)

SVP & CFO
Title (please print)

8/14/19
Date

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Leslie Davis

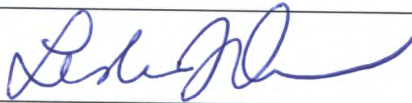
Name of Contractor(s): Telecare Corporation

Street Address or P.O. Box: 1080 Marina Village Parkway, Suite 100

City, State, Zip Code: Alameda, CA 94501

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

Signature:



Title of Authorized Official: SVP & CFO

Date:

8/14/19

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."