

## **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CIELO HOUSE, INC.**

This Agreement is entered into this 25 day of August, 2020, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Cielo House, Inc., 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 comprehensive treatment for clients diagnosed with eating disorders.

**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—Services
- Exhibit B—Payments and Rates
- Attachment C—Election of Third Party Billing Process
- Attachment D—Agency Payor Financial
- Attachment E—Fingerprinting Certification
- Attachment I—§ 504 Compliance
- Attachment K—Notice to Insurance Clients
- Attachment L—Cielo Facility List

### **2. Services to be performed by Contractor**

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

### **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 A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FOUR HUNDRED THOUSAND DOLLARS

(\$400,000). 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, 2020 through June 30, 2022.

#### **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.

Name/Title: Talisha Racy, Adult-Clinical Services Manager I  
Address: 2000 Alameda De Las Pulgas, San Mateo, CA 94403  
Telephone: (650) 573-3615  
Facsimile: (650) 522-9830  
Email: [tracy@smcgov.org](mailto:tracy@smcgov.org)

In the case of Contractor, to:

Name/Title: Matt Keck, Chief Executive Officer  
Address: 323 Cypress Ave., Moss Beach, CA 94038  
Telephone: (650) 455-9242  
Email: [matt@cieloheouse.com](mailto:matt@cieloheouse.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

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

Date: \_\_\_\_\_

Exhibit A  
Cielo House, Inc.  
FY 2020-2022

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

I. Description of Services to be Performed by Contractor

This contract is needed due to the lack of existing capacity within our system to effectively treat adults with moderate to severe eating disorders that require more intensive level of services. Currently, none of the Behavioral Health and Recovery Services (BHRS) clinics or programs can effectively address the comprehensive behavioral, dietary and medical needs associated with moderate/severe eating disorders. Treatment for eating disorders, including anorexia, bulimia and purging disorders that can adequately address various levels of acuity and stages of illness are an important component of a continuum of care for adults.

A. Services

1. Targeted Population

The target population for all services described in this Agreement are adult clients who in addition to suffering from any other co-morbid mental health conditions, meet criteria for and are diagnosed with an eating disorder as defined in the DSM-5. Furthermore, with the exception of newly presenting cases which are already at the moderate/severe level, targeted adults shall be those with whom outpatient treatment has been attempted without any progress being achieved.

2. Locations

Service locations are listed in Attachment L – Cielo House – Facility List and incorporated into this Agreement by reference herein.

3. Telehealth Services for Partial Hospitalization Program, Intensive Outpatient Program, and Outpatient Treatment Services

- a. If services must be given remotely because face-to-face is not an option, Contractor will provide telehealth treatment services using HIPAA compliant videoconferencing technology (such as Doxy.me, Zoom Health, Microsoft Teams, etc.) or by teleconference. If the transition to telehealth services cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to

providing deliverables and/or cancelation of services if a solution cannot be reached.

- b. Contractor will complete a Telehealth Informed Consent form for each client provided Telehealth services. The consent form will include the expected term or duration of the telehealth services to be delivered. Contractor will maintain the consent form in the client's file. The consent form will be submitted to BHRS upon request.

#### 4. Referral Process for Partial Hospitalization/Residential Services

Contractor shall receive an authorization for a particular level of care for no more than three (3) months at a time. Should additional services be required, Contractor will document status/progress and provide a basis for remaining at the current level of care for up to another 3 months. Once a client has been at any particular level of care for 6 months, the case shall be reviewed by the Contractor's team and the BHRS Contract monitor or designee assigned to the client at monthly intervals until step down to a lower level of care is achieved. At which time the 3-month progress reporting schedule applies again.

The referral process will take one of the following pathways:

##### Pathway 1

With respect to clients already in treatment with BHRS but who are not making progress or who, after assessment are determined to need more specialized treatment than can be provided by BHRS, the assigned BHRS clinician will update the current diagnosis and treatment plan, as appropriate, and consult with the client's PCP and psychiatrist (or arrange for a psychiatrist to evaluate the client). The BHRS clinician will request endorsement of the referral as medically necessary at this time. Upon receiving those endorsements, the BHRS clinician will then forward the documentation to the Adult Facilities Utilization Management Team and Clinical Services Manager (CSM), for approval to proceed with intake to Cielo House, Inc. (CH). The BHRS Medical Director or designee will be consulted as needed.

##### Pathway 2

In the situation where a BHRS client, previously in treatment at CH for an eating disorder, but now is experiencing relapse; the case shall be screened by the BHRS Adult Facilities Utilization Management Team and the CSM. A referral to CH for intake assessment will be coordinated by the BHRS Facilities Utilization

Management Team. The BHRS Medical Director or designee will be consulted as needed.

### Pathway 3

In a situation where the client is in crisis and is seen at Psychiatric Emergency Services (PES), who is medically and/or psychiatrically unstable and cannot benefit from the care of their family/support system, and endorses current symptoms of eating disorder, such as food refusal or bingeing and purging. The BHRS Adult Facilities Utilization Management Team will authorize/track initial inpatient stay and compile referral documentation to facilitate referral to CH for intake assessment immediately upon discharge from inpatient setting.

#### 5. Referral Process for Outpatient/ Intensive Outpatient Program (IOP)

The BHRS Access Call Center will refer those clients who are in need of outpatient services beyond the level that the BHRS regional clinics are able to provide. For outpatient services, a client may be referred directly to CH for Assessment. For IOP, A BHRS assessment and treatment plan will be forwarded to CH for assessment and authorization request. Upon assessment, CH will forward assessment, treatment plan, and authorization request to fax 650-596-8065 for approval. Authorization approval will be determined by use of Milliman Care Guidelines and consultation with the BHRS Medical Director and or Assistant Director

#### 6. Residential Treatment services shall include but not be limited to the following:

- Transitional housing
- Twenty-four (24) hour, seven (7) days a week staff availability;
- Eating disorder-specific nutritional intake assessment
- Ongoing weekly assessment
- Comprehensive treatment plan designed for each individual
- Specialized meal plan for all meals monitored by dietician and/or dietician technician;
- Close supervision
- Registered dietitian counseling
- Individualized nutritional guidance for client and family support
- Individual therapy
- Family based therapy
- Structured group therapy
- Mealtime support and processing

- Twice weekly medical evaluations and daily weights and vital signs
- Physician services: face-to-face meeting with primary care doctor and psychiatrist at least once a week;
- Medication support services when prescribed by a physician.
- Dialectical Behavior Therapy modalities
- Cognitive Behavioral Therapy
- Equine Therapy
- Internal Family Systems (IFS) models
- Eye Movement Desensitization and Reprocessing (EMDR) treatment approach
- Acceptance and Commitment Therapy
- Expressive therapies including yoga, art and music
- Exposure therapy (restaurant outings, challenge foods)
- Psycho-education groups including body image, self-esteem and assertiveness
- Coordination of care with outside treatment providers
- Detailed discharge planning for relapse prevention
- Post program support (recovery alumni group)
- Other related activities as needed
- Treatment environment management, provided by paraprofessional staff

7. Partial Hospitalization Program (PHP/Day Treatment) services shall include but not be limited to the following:

- Six (6) – eight (8) hours of treatment daily, up to seven (7) days a week.
- Eating disorder-specific nutritional intake assessment
- Ongoing weekly assessment
- Individualized treatment plan
- One (1) – two (2) structured meals and one (1) – two (2) snacks per day
- Close supervision
- Registered dietitian counseling
- Individualized nutritional guidance for client and family support
- Individual therapy
- Family based therapy
- Structured group therapy
- Mealtime support and processing
- Twice weekly medical evaluations and daily weights and vital signs
- Dialectical Behavior Therapy modalities
- Cognitive Behavioral Therapy
- Equine Therapy

- Internal Family Systems (IFS) models
  - Eye Movement Desensitization and Reprocessing (EMDR) treatment approach
  - Acceptance and Commitment Therapy
  - Expressive therapies including yoga, art and music
  - Exposure therapy (restaurant outings, challenge foods)
  - Psycho-education groups including body image, self-esteem and assertiveness
  - Coordination of care with outside treatment providers
  - Detailed discharge planning for relapse prevention
  - Post program support (recovery alumni group)
  - Other related activities as needed
8. Intensive Outpatient Program (IOP) services shall include but not be limited to the following:
- Step down from Partial Hospitalization
  - 3 (three) – 4 (four) hours per day
  - Individualized collaborative assessment and treatment plan to include number of days per week
  - Supervised lunch or dinner
  - One group therapy session
  - One individual therapy session
  - One Registered Dietitian counseling session
  - Family based therapy
  - Mealtime support and processing
  - Once a week medical evaluation
  - Dialectical Behavior Therapy modalities
  - Cognitive Behavioral Therapy
  - Acceptance and Commitment Therapy
  - Expressive therapies including yoga, art and music
  - Exposure therapy (restaurant outings, challenge foods)
  - Psycho-education groups including body image, self-esteem and assertiveness
  - Coordination of care with outside treatment providers
  - Detailed and thorough discharge planning for relapse prevention
  - Post program support (recovery alumni group)
9. Outpatient Treatment services shall include but not be limited to the following:
- Individual Therapy
  - Nutritional Counseling
  - Coordination of care with outside treatment providers
  - Detailed and thorough discharge planning

10. Initial Assessment

Contractor will complete an initial assessment within five (5) business days of client's admission to the program. The initial assessment may include, but is not limited to: a medical assessment, family history, eating disorder behaviors, co-morbid mental illness, and motivation to recovery from the eating disorder. The treatment plan will be tailored to fit the client's diagnosis and treatment needs. The treatment plan will include measurable and time bound goals, objectives, and an intervention plan. The treatment plan will be completed within seven (7) days of admission to the program and emailed via secure email to the Facilities Utilization Management Team at:

For PHP or Residential treatment,  
[HS\\_BHRS\\_AdultUM@smcgov.org](mailto:HS_BHRS_AdultUM@smcgov.org) or faxed to (650) 522-9830.

For Outpatient or IOP treatment,  
[HS\\_BHRS\\_Call\\_Center\\_Authorizations@smcgov.org](mailto:HS_BHRS_Call_Center_Authorizations@smcgov.org).

The treatment plan will be reviewed and assigned to a BHRS Case Manager at a BHRS regional clinic. Contractor will collaborate with the BHRS Case Manager regarding treatment planning.

11. Treatment

a. Residential/PHP

Contractor will follow weekly treatment schedules which include individual and family therapy sessions, psychiatric and medical consultations (which will include access to labs, frequent monitoring of vitals and medication compliance), individual nutrition sessions, daily to weekly weigh-ins, monitoring of caloric intake, and therapeutic groups.

b. Outpatient and IOP

Contractor will provide services identified above in section I.A.9.a. of Exhibit A and described in this contract.

12. Culturally Competent Services

Contractor will provide culturally competent and linguistically appropriate services to meet the needs of the target population. Specifically, Contractor will provide services in the primary language used by clients and their families.

13. Coordination of Care

Contractor shall develop a plan of coordination with the assigned BHRS case manager that will include at a minimum:

- a. Mode of communication and frequency
- b. Submission of monthly progress reports
- c. Step down and/or Discharge planning
- d. Timely notification of unplanned medical or mental health interventions

Contractor will take all reasonable measures to inform BHRS of any unplanned medical procedure or mental health intervention and in the timeliest manner. Whenever possible, such unplanned procedures/interventions will be provided by the BHRS or the Health Plan of San Mateo. In such situations, BHRS will provide medication support, facilitate medical hospitalization, and psychological evaluation.

In the event of any unplanned medical emergency or mental health intervention, Contractor will contact BHRS Clinical Services Manager Talisha Racy of the BHRS Utilization Management Team at (650) 573-3615.

14. Discharge Planning

It is the expectation of BHRS that discharge planning will be a coordinated effort between the Contractor and BHRS. All client discharges to a lower level of care, both within the CH program or to a BHRS outpatient provider, will be “planned discharges.” Discharge planning occurs from the moment a client is admitted into treatment and readiness for discharge will at least be ruled out on a quarterly basis, when client progress and application for service re-authorization is reviewed.

a. Residential/PHP

Upon determination by the Contractor that the client is ready for discharge within thirty (30) days, a case conference shall be held and will include the provider team, the family, and BHRS Facilities Management Team, BHRS assigned Care Coordinator, to discuss transfer of the case to a lower level of care. The Contractor is responsible to draft the discharge summary and treatment recommendations and provide this clinical documentation to the BHRS Facilities Utilization Management Team, and outpatient provider no later than the date of transfer of the case.

Prior to discharge from CH, BHRS Facilities Utilization Management Team shall provide CH with the date of the first outpatient appointment the name of the accepting clinician and their contact information. CH will send the clinical information to the accepting clinician by the date of transfer of the case. CH shall provide verbal or email consultation to the accepting clinician for a period of up to thirty (30) days post-discharge.

b. IOP

Upon determination by the Contractor that the client is ready for discharge within thirty (30) days, CH will coordinate and consult with the BHRS assigned Case Manager, to discuss transfer of the case to a lower level of care. A decision will be made as to the appropriateness of referring to a BHRS outpatient provider or a CH out-patient provider. If referral to CH outpatient is agreed upon, authorization must be approved by the BHRS Outpatient UM team. The Contractor is responsible to draft the discharge summary and treatment recommendations and provide the clinical documentation to the BHRS Outpatient Utilization Management Team and identified outpatient provider no later than the date of transfer of the case.

Prior to discharge from CH, if outpatient services are to be provided by BHRS, the BHRS Case Manager shall provide CH with the date of the first outpatient appointment the name of the treatment provider and contact information. CH will send the clinical information to the accepting provider by the date of transfer of the case. CH shall provide verbal or email consultation to the accepting provider for a period of up to thirty (30) days post-discharge.

c. Outpatient:

CH will coordinate and consult with the BHRS assigned Case Manager, to discuss termination of client from CH Outpatient services. Termination will occur when treatment goals are met; the client is not engaging, or refuses to participate in services, or the client is determined to need transition to a higher level of care.

15. Staffing

Services will be performed by staff that are experienced and/or certified in treating severe eating disorders. Clinical services shall be provided by licensed or waived clinical professionals.

Contractor shall be solely responsible for maintaining the credentials of their staff, in accordance with the stipulations in this agreement and notify BHRS as soon as is reasonably possible if they become aware of a credentialing problem with a particular staff member.

## 16. Performance Standards

Contractor will provide services in an efficient and timely manner to improve client's physical and mental health condition and to avoid hospitalization and further medical conditions needing a higher level of care. A successful completion of program occurs when a treatment participant completes his/her treatment plan and maintains at an outpatient level of care.

GOAL 1: Participation in treatment at Cielo House shall significantly reduce the incidence of both medical and psychiatric re-hospitalization of the clients referred.

OBJECTIVE 1: 50% of clients participating in the PHP shall require no hospitalizations and no more than one (1) PES visit while under that level of care.

OBJECTIVE 2: 50% of clients participating in the IOP program shall require no more than one (1) hospitalization and no more than two PES visits while under that level of care.

OBJECTIVE 3: 50% of clients who have successfully completed the program shall be able to be maintained at an outpatient level of care and not be re-hospitalized for an eating disorder related condition during the first twelve (12) months after discharge.

GOAL 2: Clients who have successfully completed the program will demonstrate improved behavior and weight management skills.

OBJECTIVE 1: 50% of clients who have successfully completed the program shall maintain weight gain for eight (8) weeks following discharge.

## II. ADMINISTRATIVE REQUIREMENTS

### A. Quality Management and Compliance

#### 1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30.

2. Timely Access to Services

The Contractor shall ensure compliance with the timely access requirements as referenced in 42 C.F.R. § 438.206(c)(1)(iv).

- a. Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall offer an available initial visit with an authorized client within **five (5) business days of the client's request for an appointment**. The client must be seen within **ten (10) business days** of the request for an appointment.
- b. The County shall monitor Contractor regularly to determine compliance with timely access requirements. (42 C.F.R. § 438.206(c)(1)(v)).
- c. The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to comply with timely access requirements. (42 C.F.R. § 438.206(c)(1)(vi)).

3. 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.

4. Documentation of Services

Contractor shall document all services in accordance with professional standards and the standards of the eating disorder program industry.

5. Audits

Behavioral Health and Recovery Services may conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. Contractor is required to provide all necessary documentation for external audits and reviews as requested and within the stated timeline.

6. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Patient's Rights

Contractor will comply with County policies and procedures relating to patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

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

7. 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.

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

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards.

Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
  - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
  - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
  - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete and maintain records of annual confidentiality training by all staff serving or accessing protected health information of BHRS clients and in accordance to their host county requirements. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

9. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. HIPAA
- b. Compliance

- c. Fraud, Waste, and Abuse
- d. Critical Incident Management
- e. Cultural Humility
- f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: <https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrsp01>. Contractor must register on the LMS site to access the training modules. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

#### 10. 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.

#### 11. 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 A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.
- b. **Credentialing Check – Monthly**  
Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: [HS\\_BHRS\\_QM@smcgov.org](mailto:HS_BHRS_QM@smcgov.org) or via a secure electronic format.

## 12. Compliance Plan and Code of Conduct

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

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

## 13. 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:

- a. 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
- b. 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.

#### 14. Minimum Staffing Requirements

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

#### B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at [ode@smcgov.org](mailto:ode@smcgov.org).

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30<sup>th</sup> of the fiscal year.

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

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

- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
  - c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
  - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
  - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager ([ode@smcgov.org](mailto:ode@smcgov.org)) to plan for appropriate technical assistance.

C. 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.

\*\*\* END OF EXHIBIT A \*\*\*

Exhibit B  
Cielo House, Inc.  
FY 2020-2022

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

I. PAYMENTS

A. Maximum Obligation

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

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000) for the two fiscal years 2020-2022. The maximum amount for each fiscal year is as follows:

Service	Fiscal Year	Total Amount
Residential Treatment and Partial Hospitalization Program	2020-2021	\$150,000
Intensive Outpatient Program and Outpatient	2020-2021	\$50,000
Residential Treatment and Partial Hospitalization Program	2021-2022	\$150,000
Intensive Outpatient Program and Outpatient	2021-2022	\$50,000
<b>Total</b>	<b>2020-2022</b>	<b>\$400,000</b>

B. Rates

There may be specific rate structures for various funding sources that you need to keep in the contract.

1. Residential Treatment – \$1,100 per day minus any co-payment of share of cost received from client.
2. Partial Hospitalization Program - \$650 per day minus any co-payment or share of cost received from client.
3. Intensive Outpatient Program (IOP) - \$400 per day minus any co-payment of share of cost received from client.
4. Outpatient - \$140 per hour minus any co-payment of share of cost received from the client.

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

- C. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- D. 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.
- E. In the event this Agreement is terminated prior to June 30, 2022, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.
- F. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- G. Monthly Invoice and Payment
  1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

- a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting

Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

b. Indirect Services/Claims (if applicable)

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

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

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

- H. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- I. 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.

J. County May Withhold Payment

Contractor shall maintain all pertinent documentation required for audit purposes. Documentation will demonstrate that clients were present in the program for a minimum of 50% of the program day. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. County may withhold payment when pertinent documentation is not provided at the time Contractor submits an invoice for payment.

K. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

L. Election of Third-Party Billing Process

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

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently

makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

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

## 2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B-1. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

M. 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.

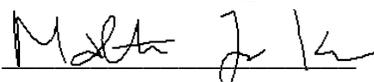
N. Claims Certification and Program Integrity

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

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

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

Executed at Burlingame California, on 8/25 2020

Signed  Title Executive Director

Agency Cielo House, Inc. "

\*\*\* END OF EXHIBIT B \*\*\*

**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 \_\_\_\_\_ (provider name) 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 \_\_\_\_\_ (provider name) elect option two.

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

\_\_\_\_\_  
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 <i>(Do name search):</i> _____	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)? _____ <b>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.</b>  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 <b>Please attach copy of Medicare card</b>		
<b>Responsible Party's Information (Guarantor):</b> 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.		
<b>3<sup>rd</sup> Party Health Insurance Information</b> 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 align="center"><b>Client Authorization</b></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.  _____    _____ Signature of Client or Authorized Person    Date		
Client refused to sign Authorization: <input type="checkbox"/> Please check, if applicable Date: _____ Reason _____ Name of Interviewer: _____ Phone Number: _____ Best time to contact _____ <b>Fax completed copy to: MIS/Billing Unit (650) 573-2110</b>		

**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).

\_\_\_\_\_  
Name of Contractor



\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Date

# ATTACHMENT I

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

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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, b, or c)

- a. Has no employees
- b. Employs fewer than 15 persons
- c. 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:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

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

**Signature:**



**Title of Authorized Official:**

**Date:**

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



SAN MATEO COUNTY HEALTH

**BEHAVIORAL HEALTH  
& RECOVERY SERVICES**

2000 Alameda de las Pulgas  
Suite 280  
San Mateo, CA 94403  
[smchealth.org](http://smchealth.org)

ATTACHMENT K

*Agencies should give clients this letter when those clients have an additional insurance carrier, such as Aetna, Cigna, Kaiser, etc.*

NOTICE TO INSURANCE CLIENTS

Please be advised on occasion you may receive reimbursement checks in error from your insurance carrier, for services billed to them by San Mateo County. In the event you receive a check, please endorse the check to San Mateo County BHRS.

We would appreciate immediate reimbursement as soon as you receive any checks. Please mail the check and accompanying Explanation of Benefits (EOB) to:

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

Thank you for your cooperation. If you have any questions, please contact that administrative staff at your local clinic.



