

**SUB-RECIPIENT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND MATEO LODGE, INC.**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, hereinafter called "County," and the Mateo Lodge, Inc. hereinafter called "Contractor";

W I T N E S S E T H:

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 professional services.

Whereas, the award of this Agreement is made pursuant to:

1. CFDA #: 93.150 and Program Title: Mateo Lodge, Inc.
2. Federal Award Universal Number: 1X06SM083731-01
3. Federal Award Identification Number: X06SM083731-01
4. Federal Award Date: 11/17/2020
5. Federal Award Period of Performance: 7/1/21 – 6/30/22
6. Federal Awarding Agency: DHCS
7. Federal Award Project Description: McKinney Projects for Assistance in transition from Homelessness (PATH)

Whereas, the County is hereby awarding the following Federal Funds:

1. Amount of PATH Federal funds obligated by this action to sub-recipient: ONE HUNDRED FORTY-ONE THOUSAND EIGHTY-SEVEN DOLLARS (\$141,087).
2. This is not a Research and Development Award

Whereas, the award of this Agreement is made pursuant to:

1. CFDA #: 93.958 and Program Title: Mateo Lodge, Inc.
2. Federal Award Universal Number: 796528263
3. Federal Award Identification Number: B09SM083782-01
4. Federal Award Date: 11/17/2020
5. Federal Award Period of Performance: 10/1/2021 – 9/30/2022
6. Federal Awarding Agency: DHCS
7. Federal Award Project Description: Mental Health Block Grant (MHBG)

Whereas, the County is hereby awarding the following Federal Funds:

1. Amount of Federal funds obligated by this action to sub-recipient: ONE HUNDRED THIRTY-THOUSAND SIX HUNDRED FORTY-TWO DOLLARS (\$130,642).
2. This is not a Research and Development Award

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A—Description of Services
- Exhibit B—Payments and Rates
- Exhibit C—Contractor’s Budget
- Attachment C—Third Party Billing Process
- Attachment D—Payor Financial Form
- Attachment E—Fingerprint Certification
- Attachment I—§ 504 Compliance
- Attachment T—Disaster and Emergency Response Plan Sample
- Attachment U—Devise User Agreement Sample
- Attachment V—Technology Supports for Clients tracking Log
- Attachment 2—SAMHSA Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- Attachment 3—SAMHSA Certification Regarding Environmental Tobacco Smoke

**2. Definitions**

1. “CCR” means the California Code of Regulations.
2. “CFR” means the Code of Federal Regulations.
3. “DUNS” means the Data Universal Numbering System, a nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
4. “Cal. Gov. Code” means the California Government Code.
5. “OMB” means the Office of Management and Budget.
6. “PCC” means the California Public Contract Code.
7. “Reimbursable item” means “allowable cost” and “compensable item”.
8. “State” means the State of California.
9. “Contractor” means since it is the legal entity that receives funds from County to carry out part of a federal award identified in this Agreement.
10. “USC” means the United States Code.
11. “W & I Code” means the California Welfare and Institutions Code.

### **3. Services to be Performed by Contractor**

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

### **4. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 MILLION NINE HUNDRED SEVENTY-ONE THOUSAND ONE HUNDRED TEN DOLLARS (\$4,971,110).

County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by County to be in conflict with the terms and conditions of this Agreement, outside the scope of work of this Agreement, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or not granted.

The Contractor will submit invoices and monthly program reports to Behavioral Health and Recovery Services (BHRS) by the tenth (10<sup>th</sup>) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the BHRS approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from BHRS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two (2) months past the month of service may not be reimbursed. Invoice(s) for June will be due by July 7th to facilitate timely payment.

### **5. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2022.

- A. This Agreement may be terminated by Contractor, the Chief of San Mateo County Health, or designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party (the "Notice of Termination"). The Notice of Termination shall include the effective date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any conditions of the termination.

- B. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
- C. Termination for Cause. The grounds for termination of this Agreement for cause shall include, but are not limited to, the following:
- 1) Threat against life, health or safety of the public (see exemption from notice requirement, above);
  - 2) A violation of the law or failure to comply with any condition of this Agreement;
  - 3) Inadequate performance or failure to make progress so as to obstruct or undermine implementation of this Agreement;
  - 4) Failure to comply with reporting requirements;
  - 5) Evidence that Contractor is in an unsatisfactory financial condition determined by an audit by County or evidence of a financial condition that obstructs or undermines performance of this Agreement and/or results in the loss of other funding sources;
  - 6) Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
  - 7) Appointment of a trustee, receiver, or liquidator for all or substantial part of Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against the Contractor;
  - 8) Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against Contractor's assets or income;
  - 9) The commission of an act of bankruptcy;
  - 10) Finding of debarment or suspension;

- 11) Contractor's organizational structure has materially changed; and
- 12) County determines that Contractor may be considered a "high risk" agency as described in 45 CFR § 92.12 for local government and 45 CFR § 74.14 for non-profit organizations. If such a determination is made, the Contractor maybe subject to special conditions or restrictions.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement by Contractor, County shall retain the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. A waiver by County of any occurrence of breach or default is not a waiver of subsequent occurrences and shall be limited to that particular occurrence.

- D. Contractor's Obligation After Notice of Termination. After receipt of a Notice of Termination, and except as directed by County in writing, Contractor shall proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Contractor shall:

- 1) Stop work as specified in the Notice of Termination;
  - 2) Place no further subcontracts for materials, or services, except to the extent necessary to complete any portion of the Agreement that has not been terminated;
  - 3) Terminate all subcontracts to the extent they related to the work terminated; and
  - 4) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).
- E. Emergency Notice Exemption. Notwithstanding any other provision to the contrary in this Agreement, termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public. In case of such emergency, a Notice of Termination is still required and shall include the date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any condition of the termination.

- F. If Contractor or any of its sub-grantees materially fails to comply with any term of this Agreement; federal, state or local laws, an assurance, state plan or application, notice of award, this Agreement, or any other applicable rule, the County may take any or all of the following actions it deems appropriate in the circumstances:
- 1) Temporarily withhold payment for services pending correction of the deficiency by Contractor or its sub-grantee(s).
  - 2) Disallow all or part of the cost of the service, activity or action not in compliance.
  - 3) Suspend the Agreement in whole or part.
  - 4) Suspend eligibility for future agreements
  - 5) Other remedies that may be legally available, or shown in the Agreement.

## **6. Availability of Funds**

Notwithstanding the provisions for termination in paragraph 5 above, County may terminate this Agreement or any portion of the services referenced in the Attachments and Exhibits based upon 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. Such termination shall be effective immediately unless otherwise agreed upon by County and Contractor in writing.

## **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 the County and that Contractor acquires none 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, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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 ("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.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof 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.

- A. Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this Agreement and pursuant to the requirements of applicable federal, state and local law, including but not limited to Title 2 of the CFR.
- B. Debarment and Suspension: Contractor will assure that as provided in CFR, Title 2 as applicable, that it must not award subcontracts with at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- C. Procurement of Sub-contractors: Contractor's procurement procedures must conform to applicable federal, state and local law including procedures outlined in Title 2 of the CFR. In the event of any conflict between federal, state, and local requirements, the most restrictive requirement must be applied.
- D. Monitoring: Contractor will be responsible for managing and monitoring routine operations of services performed under this Agreement including each project, program, sub grants or any other function supported by Contractor's sub-contractors/sub-grantees to ensure compliance with all applicable terms and conditions of this Agreement, including the requirements in Title 2 of the CFR. If Contractor at any time discovers that services under this Agreement have not been used in accordance with the terms and conditions of this Agreement including federal, state and local law, Contractor will take action to recover such funding.
- E. Duties as Pass-through Entity: Contractor must perform functions required under federal, state and local law for a pass-through entity when awarding any part of this Agreement to other third-party entities.

**10. 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 the forfeiture of any right to compensation under this Agreement.

**11. Insurance**

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.

A. **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.

B. **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:

- |   |             |
|---|-------------|
| 1) Comprehensive General Liability...   | \$1,000,000 |
| 2) Motor Vehicle Liability Insurance... | \$1,000,000 |
| 3) 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.

## **12. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local 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.

- A. Standards for financial management systems: Contractor and its sub-

contractors/grantees will comply with the requirements of CFR, Title 2 including, but not limited to: fiscal and accounting procedures; accounting records; internal control over cash, real and personal property, and other assets; budgetary control to compare actual expenditures or outlays to budgeted amounts; source documentation; and cash management.

B. Period of availability of funds: Pursuant to CFR, Title 2 as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in this Sub Recipient Agreement, unless carryover of these balance is specifically identified in payment section of this Agreement. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

C. Matching or cost sharing: Pursuant to CFR, Title 2 as applicable, matching or cost sharing requirement applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.

D. Program income: Program income must be used and accounted for as specified in CFR, Title 2.

E. Real Property: If Contractor is authorized to use funds pursuant to this Agreement for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of CFR, Title 2.

F. Equipment: Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by Contractor or its sub-contractors/grantees with federal funding awarded under this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

G. Supplies: Title and disposition of supplies acquired by Contractor or its sub-contractor with federal funding pursuant to this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

### **13. Non-Discrimination and Other Requirements**

Contractor shall comply with all applicable anti-discrimination federal, state and local law, including the laws referenced in the Contractor Certification Clauses (CCC 307) which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

#### Equal Access to Federally Funded Benefits, Programs and Activities

Contractor shall ensure compliance with Title VI of the Civil Rights Acts of 1964 [42 USC § 2000d; 45 CFR Part 80], which prohibits recipients of federal financial

assistance from discrimination against persons based on race, color, religion, or national origin.

Equal Access to State-Funded Benefits, Programs and Activities

Contractor shall, unless exempted, ensure compliance with the requirement of Cal. Gov. Code §§ 11135 to 11139.5; 22 CCR § 98000, *et seq.*, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323, Chapter 182, Statutes of 2006].

Contractor assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant of the ADA. [42 USC § 12101, *et seq.*]

- 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 handicapped individual 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 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.* Contractor shall comply fully with the nondiscrimination requirements of 41 CFR § 60-741.5(a), which

is incorporated herein as if fully set forth.

- 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 Agreement. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within thirty (30) days of such filing, provided that within such thirty (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 Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- 1) termination of this Agreement;
- 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- 3) liquidated damages of \$2,500 per violation; and/or
- 4) 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.

In compliance with Cal. Gov. Code § 11019.9, Civil Code §1798, *et seq.*, Management

Memo 06-12 and Budget Letter 06-34, Contractor will ensure that confidential information is protected from disclosure in accordance with applicable laws, regulations, and policies.

Contractor shall adhere to 48 CFR § 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

**14. Compliance with Contractor 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 Section 4 above, 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.

**15. Retention of Records, Right to Monitor and Audit**

A. Contractor shall maintain all required records for seven (7) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California. Records must include sufficient detail to disclose: services provided to program participants; administrative cost of services provided to program participants; charges made and payments received for items identified in the provision of services to program participants and administrative cost of services provided to program participants; and cost of operating organizations, agencies, programs, activities and functions as prescribed in CFR, Title 2.

B. Reporting and Record Keeping: Contractor shall comply with all program

and fiscal reporting requirements set forth by appropriate 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 representatives, 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.
- D. Contractor shall provide for timely audits as required by CFR, Title 2, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of CFR, Title 2, Contractor must ensure that it has an audit with a scope that covers funds received under this Agreement.

Contractor must send one (1) copy of the final audit report to County contact shown in Section 18 of this Agreement within two (2) weeks of Contractor's receipt of any such audit report. Contractor agrees to take prompt action to correct problems identified in any such audit including federal, state, County or local authority having audit authority.

Contractor agrees to promptly reimburse County for any funds County pays Contractor or any sub-contractor/grantee of Contractor for an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which County is responsible for under this Agreement.

Contractor shall take prompt correction action, including paying amounts resulting from and adverse findings, sanction or penalty, if County or any federal agency, or other entity authorized by federal, state or local law to determine compliance with conditions, requirements, and restriction applicable to the federal program from which this Agreement is awarded determines compliance has not been achieved.

## **16. Merger Clause & Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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.

**17. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, 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 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.

**18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement including Contractor's change of legal name, main address, or name of Director shall be deemed to be properly given when both: (1) 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: Talisha Racy/Clinical Services Manager  
Address: 2000 Alameda de las Pulgas, Suite 240, San Mateo, 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: Ian Adamson/Chief Executive Officer  
Address: 420 Cassia Street, Redwood City, CA 94063  
Telephone: (650) 363-8125  
Facsimile: (650) 363-8749  
Email: [iadamson@cruzio.com](mailto:iadamson@cruzio.com)

**19. 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.

**20. Conflict of Interest**

- A. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that County determines that a conflict of interest exists, funds may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.
- B. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

**21. Debarment, Suspension, and Other Responsibility Matters**

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency [45 CFR § 92.35];
  - 2) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
  - 4) Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
- B. Contractor shall report immediately to the County Behavioral Health and Recovery Services ("BHRS") in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by has.

- C. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- D. Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

**22. Contractor's Staff**

- A. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.
- B. This staff shall be available to the State and BHRS for training and meetings, as necessary. Contractor shall make every effort to have a representative in attendance of scheduled meetings.

**23. Lobbying Certification**

Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was

placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **24. Commencement of Work**

Should Contractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk or as a mere volunteer and may not be reimbursed or compensated. County has no legal obligation unless and until the contract is approved.

## **25. Records**

- A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution in accordance with Section 28 of this document. This includes the following: letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to County. All records pertaining to this Agreement must be made available for inspection and audit by the County and State or its duly authorized agents, at any time during normal business hours.

All such records must be maintained and made available by Contractor: (a) until an audit has occurred and an audit resolution has been issued by the State or unless otherwise authorized in writing by County; (b) for a longer period, if any, as is required by the applicable statute or by any other clause of this Agreement or by B and C below or (c) for a longer period as County deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in subsection A above. Contractor shall ensure that any resource directories and all client records remain the property of County upon termination of this Agreement, and are returned to County or transferred to another Contractor as instructed by County.
- C. In the event of any litigation, claim, negotiation, audit exception, or other

action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to satisfaction of County and so stated in writing to Contractor.

- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR § 200.302, the expenditures will be questioned in the audit and may be disallowed by County during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

## **26. Access**

Contractor shall provide access to the federal, state or County agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal, state, or County representative to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

## **27. Monitoring and Evaluation**

- A. Authorized state and County representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies, procedures and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. Contractor shall cooperate with the state and County in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County.

## **28. Audit**

- A. Contractor shall arrange for an audit to be performed pursuant to such amounts as specified by the Single Audit Act of 1984 (Public Law 98-502),

the Single Audit Act Amendments of 1996 (Public Law 104-156), and 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133].

A copy shall be submitted to:

Behavioral Health and Recovery Services  
Attn: Ritu Modha  
Email: [rmodha@smcgov.org](mailto:rmodha@smcgov.org)

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through County.

- B. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for County and State for review. The fiscal summary for this Agreement is included in Exhibit B.
- C. Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution shall include:

- 1) Ensuring that a subcontractor that has expended amounts requiring an audit during the Contractor's fiscal year has met the audit requirements of 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133] as summarized herein;
- 2) Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and/or other type of audit and ensuring that the subcontractor takes appropriate and timely corrective action;

- 3) Reconciling expenditures reported to County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to County must be accomplished by the performance of alternative procedures (e.g., risk assessments [2 CFR § 200.331], documented review of financial statements, documented expense verification, including match, etc);
  - 4) When alternative procedures are used, the subcontractor shall perform financial management system testing which provides, in part, for the following:
    - a. Accurate, current, and complete disclosure of the financial results of each federal award or program;
    - b. Records that identify adequately the source and application of funds for each federally funded activity;
    - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
    - d. Comparison of expenditures with budget amounts for each federal award;
    - e. Written procedures to implement the requirements of 2 CFR 200.305; and
    - f. Written procedures for determining the allowance of costs in accordance with 2 CFR Part 200, Subpart E-Cost Principles [2 CFR § 200.302]
  - 5) The subcontractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
  - 6) Determining whether the results of the reconciliations performed require adjustment of the subcontractor's own records.
- D. County shall ensure that Contractor's single-audit reports meet 2 CFR Part 200-Subpart F-Audit Requirements [formerly OMB Circular A-133] requirements:
- 1) Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted to the County

within 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first [2 CFR § 200.512];

- 2) Property procured – use procurement standards for auditor selection [2 CFR § 200.509];
  - 3) Performed in accordance with General Accepted Government Auditing Standards [2 CFR § 200.514];
  - 4) All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs [2 CFR § 200.515]; and
  - 5) Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- E. Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; County shall have access to all audit reports and supporting work papers, and County has the option to perform additional work, as needed.
- F. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
- 1) Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  - 2) Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
    - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- G. Contractor shall cooperate with and participate in any further audits which

may be required by County.

**29. Dissolution of Entity**

Contractor shall notify County immediately of any intention to discontinue existence of the entity or to bring an action of dissolution.

**30. Information Integrity and Security**

A. Information Assets

Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e. public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual Section 5300 to 5365.3, Cal. Gov. Code § 11019.9, DGS Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the County programs and services; and
- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

- 1) Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
- 2) Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- 3) "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state

identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

- 4) Contractor shall not use such identifying information in paragraph 3 above for any purpose other than carrying out Contractor's obligations under this Agreement.
- 5) Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than County without prior written authorization from County. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

D. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirement of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

**31. Security Incident Reporting**

A security incident occurs when information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Contractor must report all security incidents to BHRS immediately upon detection.

**32. Notification of Security Breach to Data Subjects**

- A. Notice must be given by Contractor to County and any data subject whose personal information could have been breached.
- B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.
- C. Notice may be provided in writing, electronically or by substitute notice in accordance with State law, regulation or policy.

**33. Software Maintenance**

Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State and County data may be used.

### **34. Electronic Backups**

Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. Contractor shall ensure that any portable electronic media used for backups is encrypted.

### **35. Right in Data**

#### **A. Rights in Data**

- 1) Contractor shall not publish or transfer any materials, as defined in the subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of BHRS. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is received by BHRS. BHRS may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- 2) As used in this Agreement, the term "subject data" means writing, sounds recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- 3) Subject only to the provisions of this section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

### **36. Transition Plan**

- A. Contractor shall submit a transition plan to BHRS within ten (10) days of delivery of a written Notice of Termination. The transition plan must be approved by County and shall at a minimum include the following:
  - 1) Description of how clients will be notified about the change in their

service provider;

- 2) A plan to communicate with other organizations that can assist in locating alternative services;
  - 3) A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
  - 4) A plan to evaluate clients in order to assure appropriate placement;
  - 5) A plan to transfer any client records to a new contractor;
  - 6) A plan to dispose of confidential records in accordance with applicable laws and regulations;
  - 7) A plan for adequate staff to provide continued care through the term of the contract;
  - 8) A full inventory and plan to dispose of, transfer or return all equipment purchased with contract funds during the entire operation of the contract; and
  - 9) Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by BHRS. BHRS will monitor Contractor's progress in carrying out all elements of the transition plan.
- C. If Contractor fails to provide a transition plan, the Contractor will implement a transition plan submitted by County to Contractor following the Notice of Termination.

### **37. Emergency Preparedness**

Contractor agrees to assist County in emergency planning and response by providing County client-specific information, as requested by County.

### **38. 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.

**39. Program Changes**

Contractor agrees to inform County of any alteration in program or service delivery at least thirty (30) days prior to the implementation of the change, or as soon as reasonably feasible. Notification includes, but is not limited to, service closures due to special events, holidays, cleaning, construction, staff changes.

In witness whereof, the parties hereto, by their duly authorized representatives, have affixed their hands. Execution of this Agreement by the Contractor certifies that the Contractor is compliant with all terms and certifications referenced within the Agreement, Exhibits and Attachments.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

MATEO LODGE, INC.

          *J. D. [Signature]*            
Contractor's Signature

Date:           7/25/21          



EXHIBIT A – SERVICES  
MATEO LODGE, INC.  
FY 2021 – 2022

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

I. INTRODUCTION

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

II. SERVICES

Contractor shall provide adult Transitional Residential Treatment Services, Rehabilitation Services, and Outreach Services (as each is defined and described below) for seriously mentally ill (SMI) adults with mental health and co-occurring disorders who are homeless or at risk of homelessness. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. Contractor shall comply with the Authorization of Intensive Rehabilitative Services (AIRS) policy, process and procedures for intake into Wally's Place. This includes informing San Mateo County Behavioral Health and Recovery Services (BHRS) Adult Resource Management when a non-BHRS client is interested in accessing services or

residing in the residential facility. The Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management is included herein by reference. The BHRM Mental Health Documentation Manual ("County Documentation Manual") is also included herein by reference. To the extent that there is inconsistency between a provision in the Documentation Manual and this Agreement, the provisions of the Documentation Manual shall prevail. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

A. Transitional Residential Treatment Services

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

1. Transitional Residential Treatment Services shall include, but not be limited to: co-occurring capable assessment/evaluation, integrated and client-centered plan development, individual and group counseling, rehabilitative behavioral health services, collateral services, case management and crisis intervention.
2. Contractor shall provide four thousand twenty-five (4,025) client days (based on 85% occupancy) of Transitional Residential Treatment Services to eighteen (18) unduplicated clients during the term of this Agreement. A "client day" shall be deemed to mean any and all services rendered by Contractor on behalf of one (1) client during any single day during which the client is present in the Transitional Residential Treatment Facility.
3. The maximum length of stay for clients in Transitional Residential Treatment Services at the Transitional Residential Treatment Facility is eighteen (18) months. Authorization for an extension beyond twelve (12) months must be approved by the BHRM program manager monitoring the contract or designee.

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

B. Rehabilitation Services

Contractor shall provide SMI adults with mental health and co-occurring disorders with community-based rehabilitative mental health services ("Rehabilitation Services"). Rehabilitation Services are intended to identify and provide assistance in locating and obtaining adequate and appropriate living arrangements and supportive resources (medical, social, vocational and educational) to enhance clients' potential to live successfully in the community. Services will be provided to clients in Mateo Lodge-supported housing for the duration of client's stay in such places (i.e., Cassia, and Humboldt House). Services for each individual in the community are intended to last up to one (1) year and may be reinstated once closed if the need arises based on a relapse or decrease in client functioning.

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

C. Outreach Services

1. Homeless Outreach

Contractor shall provide outreach and engagement services for SMI adults with co-occurring mental health and substance use disorders who are homeless or at risk of homelessness ("Outreach Services"). Outreach Services shall be provided on call via a mobile support team. These mobile Outreach Services target adults with mental

illness and co-occurring disorders whose rehabilitative needs are not currently met in the County mental health system, adults who are refusing service and adults who are homeless or at risk of being homeless and live alone. These services are primarily funded with PATH and SAMHSA grant funds.

- a. On a quarterly basis Contractor will provide data related to clients served, percentage of clients hospitalized, clients connected to services and any other data required for PATH and SAMHSA grants to the BHRS Deputy Director of Adult and Older Adult Services or designee.
- b. Contractor shall provide one thousand (1,000) hours of Outreach Services to two hundred fifty (250) unduplicated adult clients during the term of this Agreement.
- c. If requested by a BHRS regional clinic, the Mateo Lodge case manager will attend case coordination meetings related to shared clients. Mateo Lodge case managers will also regularly report significant information to BHRS case managers on those shared cases.
- d. Contractor will utilize County provided laptop to review relevant client data in the Avatar system and coordinate services with any existing treatment team.

## 2. Family Assertive Support Team Program

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

and their family or caretaker, as necessary peer and family members shall be integrated in to the FAST team.

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

This program shall increase family member satisfaction with the Health Department's System of Care as measured by family member feedback. This program will also reduce the effects of untreated mental illness in individuals with SMI and their families as measured by a survey contractor gives to clients and family members, related to the services received.

The program shall be welcoming to diverse cultural populations in the community and to individuals with co-occurring disorders by providing informational materials, regarding services. Contractor shall provide outreach and engagement to individuals who are reluctant to receive community-based outpatient mental health treatment. Services shall be County wide. If requested by a BHRS regional clinic, the Mateo Lodge case manager will attend meetings related to their shared clients.

- a. The team will provide the following services to the client:
  - 1) Assessment of symptoms
  - 2) Client coaching and education
  - 3) Motivational work for treatment
  - 4) Escort to clinic for same day access
  - 5) Brief targeted case management
  - 6) Time-limited specific follow-up
  - 7) Referral to respite services when needed
  
- b. The team will provide the following services to the family or caretaker:
  - 1) Assessment of family's knowledge and attitudes
  - 2) Education of family about symptoms and triggers
  - 3) Guidance of family about what to expect and appropriate responses
  - 4) Education of family about treatment options and their role in motivating client
  - 5) Follow-up with family until crisis is averted or next steps are completed

- 6) Psychosocial education for client and family regarding behavioral health resources and system of care, medication, self-care, and coping skills.
- c. The number of unduplicated clients to be served is a minimum of eighteen (18) to twenty (20) per quarter and a minimum of seventy-two (72) clients per year.
  - d. Staffing
    - 1) One FTE licensed clinician
    - 2) One FTE or two .5 FTE family partners
    - 3) Two .5 FTE or four .25 FTE peer counselors
    - 4) One .10 FTE psychiatric consultationFamily partners and peer counselors will have personal lived experience of mental illness and recovery.
  - e. Training Required

Training for FAST staff will include the training listed in III below and additionally:

    - 1) LOCUS
    - 2) NAMI Family to Family
    - 3) NAMI Peer to Peer
  - f. Outcomes

A report on the outcomes listed below is to be provided by Contractor every six months to the Deputy Director of Adult and Older Adult or designee.

    - 1) One hundred percent (100%) of participants will receive a mental health and substance abuse assessment within the first thirty (30) days of engagement.
    - 2) One hundred percent (100%) of participants and family members shall receive education about mental illness, substance use and accessing services
      - Contractor will provide background and contact information about NAMI and the local meetings
      - Contractor shall encourage families to participate in “Family to Family” trainings
    - 3) Sixty-five percent (65%) of participants will choose to engage in outpatient mental health services,

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

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

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

g. Specific Requirements for Service Delivery

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

- 3) Contractor shall provide culturally appropriate services which shall be offered in the participant's/family's preferred language.
- 4) Contractor shall seek out and engage various community groups throughout the county for the purpose of advertising this new service and to engage the broader community.
- 5) Contractor shall provide case management and peer support approximately up to ninety (90) days or until such time as the consumer is ready to transfer to an identified outpatient provider including services to focus on identifying and mitigating the barriers to a successful connection to outpatient services.
- 6) Contractor shall provide outreach and engagement services that include in-home assessment, crisis intervention, case management, and educational and support services to individuals with SMI and their family or caretaker. Outreach and engagement services will be provided where the individual and their significant others are located.
- 7) Contractor shall coordinate transitional services to outpatient programs.
- 8) Contractor shall provide case management services which shall include:
  - On-call response for after business hours and weekends to be handled by 24-hour service already in place.
  - Intensive and as needed outreach and engagement services to persons identified as having a high priority for this service in the participant's residence. The FAST will be staffed so as to allow at least multiple (minimum of 3) in-person attempts at outreach, and multiple additional engagement contacts.
  - FAST will be immediately responsive to calls from the BHRS Director or designee and the Conservator if there is one. The response should be a phone call or text within thirty (30) minutes.
  - Individualized, comprehensive and integrated mental health and substance abuse screening for TAY, Adult and Older Adults, strength-based assessment, goal setting and outcome focused.
  - Completion of an initial screening and/or assessment tool that has been mutually agreed upon will be within the first 30 days of service.

The LOCUS will be used to identify risk, functional level, engagement and service needs for all FAST consumers.

- Meeting with County Contract Monitor every other week to discuss ongoing program development and staffing, review client criteria, and review cases.
- Families will be invited to participate with FAST in NAMI meetings for support and updates about resources.
- Contractor will attend every other month NAMI Meetings to educate NAMI members on their services and to provide support.
- Peer and family members who are part of FAST will provide services to include: information and education about mental health, support services and community resources, linkages to outpatient mental health care, and other support services and resources as desired by the participant.
- Linkage and referrals to community-based organizations including: primary care clinics, alternative healing centers and organizations, faith-based institutions, ethnic organizations and peer run programs.
- Contractor shall have collaborative relationships with local peer and family service providers.
- Contractor shall provide a defined mechanism for after business and weekend telephone response, emergency telephone consultation and/or referral to resources that are available at that time.
- FAST team members shall carry cell phones to assist them with their case management services.

#### D. Property Management

County agrees and acknowledges that Contractor owns property used to provide permanent and transitional housing for adults with serious mental illness and co-occurring disorders. Such properties include: Wally's Place, and Humboldt. The County agrees and acknowledges that Contractor provides permanent and transitional housing for adults with serious mental illness and co-occurring disorders at the County owned facility known as Cassia House. At all locations Contractor will provide services which include: Screening clients for eligibility as property residents; rental and

leasing to clients; regular property inspections for health, safety, habitability, and County and local code compliance; rent collection; and staffing to ensure property repair and maintenance are completed in a timely manner (“Property Management”).

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

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

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

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

- b. Utilize Flex and Housing Fund to assist clients to find and keep housing.
- c. Conduct ongoing Needs Assessment of clients, and develop (with team) appropriate treatment goals regarding issues related to housing, food, hygiene/self-care/Activities of Daily Living, financial resources, budgeting, meaningful activities such as job, school, volunteer work, family caretaking, and creative outlets.
- d. Review clients’ progress toward treatment goals at team meetings, via email, or by direct verbal communication.

Participate in team meeting as needed to update staff on case management activities and to offer input regarding services to potential clients

- e. Participate in the protocols of South County Clinic which include but are not limited to:
  - 1) Case Manager is in office at least two hours per day; informs front desk each morning of his/her schedule and uses sign-out board each day to apprise staff of his/her availability.
  - 2) Meet weekly with Unit Chief or designee to review caseload and progress toward services provided to clients
  - 3) Meet quarterly with Unit Chief, Clinical Services Manager and Mateo Lodge Manager to review caseload
  - 4) Participate in staff development and trainings as applicable to the client population as outlined in the FAST program training section
  - 5) Document all client contacts and services on a daily basis or within twenty-four (24) hours to ensure continuous collaborative care.
- 3. Contractor Manager or supervisor will meet with SCC Unit Chief and Clinical Services Manager on a quarterly basis to review program efficacy. Any issues regarding performance whether with the program or program staff will be directly communicated to Mateo Lodge Manager or Supervisor with the understanding that issues of concern will be addressed in a timely manner and with a defined plan of action.
- 4. Mateo Lodge will identify a specific person who will actively cover the CBCM cases when CBCM is unavailable due to vacation, sick or other time off.
- 5. Mateo Lodge will be responsible for providing clinical supervision to Supplemental Case management staff.
- 6. Contractor shall:
  - a. Participate in the San Mateo County BHRS Organized Health Care Arrangement (OHCA) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule (106.103). Individual will follow all HIPAA policies and procedures of San Mateo County BHRS.

- b. Participate in all required tracking and data collection for clients in the program.
- c. Provide BHRS Deputy Director of Ault and Older Adult Services or designee with a quarterly report of client names with first and last service of the month per client.

F. Technology Supports for Clients

Through the Mental Health Service Act (MHSA) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act, BHRS has secured funding to provide technology supports (devices and data plans) for clients and family members of clients that would benefit from telehealth and/or other behavioral health services, but do not have the resources to purchase the technology they need.

BHRS selected a federally-subsidized program, T-Mobile For Government, that offers a low-cost data plan (internet service) along with free refurbished phones/tablets. Given the limited resources, this benefit should be prioritized for clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology supports.

1. Services

- a. Through CARES Act funding, BHRS purchased and delivered five (5) tablets with a one-year data plan subscription for Contractor to support client participation in services.
- b. Contractor will continue to utilize the developed screening or process to allocate the devices to clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology services.
- c. Contractor will continue to utilize the developed user agreement for clients to support safety and accountability while using the devices. See Attachment U – Sample Device User Agreement and Waiver.

2. Reporting Activities

- a. As a condition of accepting the CARES Act funded tablets, Contractor is required to continue submitting monthly Tracking Logs through the remainder of the one-year data plan subscription, see Attachment V - Technology Supports – Monthly Reporting Form. Contractor shall report the following:

- ii. Client(s) name receiving tablet for participation in services.
  - iii. Number of devices used to support client services on-site (for example, a shared tablet at residential facility to facilitate group sessions, field services, etc.); including the following information:
    - (1) location/site;
    - (2) service provided using the device(s); and
    - (3) number of clients served.
- b. For MHSA One-Time funding, Contractor will continue to submit the monthly Tracking Logs through the remainder of the one-year data plan subscription, see Attachment V - Technology Supports – Monthly Reporting Form along with invoices for reimbursement:
- i. Total number of phones and total number of tablets ordered.
  - ii. Detail other device accessories purchased to support client participation in services.
  - iii. Client(s) name and device (phone/tablet) and/or accessories received.
  - iv. Number of devices used to support client services on-site (for example, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.); including the following information:
    - (1) location/site;
    - (2) service provided using the device(s); and
    - (3) number of clients served.

G. Health Order Compliance

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program)).
- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic.

## 2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work 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. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

## III. TRAINING REQUIREMENTS

Staff in all programs will meet a minimum training hour requirement equivalent to fifteen (15) hours per year. Trainings should have an emphasis on the following:

- A. Motivational Interviewing
- B. Managing Assaultive Behavior
- C. Suicide Training

D. Harm Reductions

IV. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30<sup>th</sup>. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor’s unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County’s Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances

warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

## B. Quality Management and Compliance

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

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than 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.

### 2. Referring Individuals to Psychiatrist

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

### 3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with

BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at [www.smchealth.org/bhrs-documents](http://www.smchealth.org/bhrs-documents). In particular:

- a. Medications are logged in, verified, counted and added to inventory sheets.
  - b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
  - c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
  - d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
  - e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
  - f. Medications are disposed of after the expiration date and recorded
  - g. Injectable multi-dose vials are dated and initialed when opened.
  - h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
  - i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).
4. 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)).

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)).

## 5. Record Retention

Paragraph 15 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.

## 6. 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 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 Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Short Doyle Medi-Cal 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 documentation forms located on <http://smchealth.org/SOCMHContractors>.

7. 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.

8. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement. Compliance with laws; payment of Permits/Licenses.

c. Advance Directives

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

9. 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>.

10. 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 AOD Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

11. Compliance with HIPAA, Confidentiality Laws, and PHI Security
  - a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
  - b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
  - c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
    - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
    - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
    - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

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

12. 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. Confidentiality & HIPAA for BHRS Mental Health and AOD: All New Staff HIPAA
- b. Compliance Training for BHRS New Staff
- c. Fraud, Waste, & Abuse Training for BHRS: All New Staff
- d. Critical Incident Management for BHRS
- 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/LMS/catalog/Welcome.aspx?tab\\_page\\_id=-67](https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67).

Contractor must register on the LMG site to access the training modules. The link to register for a LMS new account is:

<https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

13. Site Certification

- a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.
- b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
  - 1) Major leadership or staffing changes.
  - 2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).

- 3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
- 4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
- 5) Change of ownership or location.
- 6) Complaints regarding the provider.

#### 14. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management 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.

#### 15. 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 # 19-08, which can be found online at <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. 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](mailto:HS_BHRS_QM@smcgov.org) or via a secure electronic format.

16. 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.

17. 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 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 a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

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

18. 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.

19. 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.

20. Medical Enrollment

Contractor shall be enrolled in the MediCal program or in the process of becoming enrolled. Contractor will keep BHRS informed on their enrollment status and submit proof of MediCal enrollment.

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 Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year.

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence.

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

HEIM at [ode@smcogv.org](mailto:ode@smcogv.org) to plan for appropriate technical assistance.

C. 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.

D. Availability and Accessibility of Service

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

V. GOALS AND OBJECTIVES

A. Transitional Residential Treatment Services

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

Objective: At least eighty percent (80%) of clients are discharged to more independent living after completing twelve (12) or more months of treatment in Transitional Residential Treatment Services program.

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

B. Rehabilitation Services

1. Hospitalizations

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

Objective: No more than fifteen percent (15%) of the clients in the Rehabilitation program shall be hospitalized while they are enrolled in the program and receiving rehabilitation services.

Data collection to be completed by Contractor.

2. Homeless

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

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

Data collection to be completed by Contractor.

3. Employment

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

Objective: Ninety-five percent (95%) of the clients will engage with staff in a conversation exploring supported employment, vocational rehabilitation services or volunteering.

Data collection to be completed by Contractor.

4. Incarcerations

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

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

Data collection to be completed by Contractor

C. Homeless Outreach

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

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

Data collection to be completed by the Contractor.

D. Targeted Enhanced Pre-Crisis Outreach

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

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

E. Satisfaction

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

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

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

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

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

EXHIBIT B – PAYMENTS AND RATES  
MATEO LODGE, INC.  
FY 2021 – 2022

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed TWO MILLION SIX HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-SEVEN DOLLARS (\$2,688,377).

Program Services	FY 2021-22	
Transitional Residential Services at Wally's Place		497,718
Rehabilitation Services		
Humboldt	340,401	
Cassia	292,090	
Rehabilitation – General	548,088	
Total Rehabilitation Services		1,180,579
Outreach Services		
Homeless Outreach – Support Team	530,269	
Targeted Enhanced Pre-Crisis Outreach	342,051	
Total Outreach Services		872,320
SCC Community-based Case Management		137,760
TOTAL for FY 2021 – 2022		2,688,377

B. Rate of Payment

1. FY 2021 – 2022

The maximum amount County shall be obligated to pay Contractor for services under this Agreement shall not exceed TWO MILLION SIX HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-SEVEN DOLLARS (\$2,688,377). Unless otherwise authorized by the Chief of San Mateo County Health or designee, the rate of payment by County to Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or TWO HUNDRED TWENTY-FOUR THOUSAND THIRTY-ONE DOLLARS (\$224,031).

C. Technology Supports for Clients

Contractor shall submit the corresponding Attachment V Reporting Form for the technology support of tablets, funded by the CARES Act. Contractor's reporting shall include monthly tracking logs as described in Exhibit A – Reporting Activities.

D. Grants

1. PATH Grant

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

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

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

## 2. SAMSHA Grant

The intended use of the SAMHSA Block Grant funds is to provide outreach and engagement to homeless individuals with mental illness and to homeless individuals with co-occurring mental illness and substance use disorders within San Mateo County. The target population has a long history of chronic homelessness, have previously received outreach services, but unsuccessfully engaged by various county-based Homeless Outreach Teams (HOT). Within the target population, it is estimated that 50% are aged 60 years and older. The complexity of the target population's substance use, serious mental illness and chronic medical issues is frequently a significant barrier to HOT teams working effectively with these individuals to engage them in treatment and secure housing. As a certified alcohol and other drug counselor, Mateo Lodge will provide services funded by this Grant. Contractor will work collaboratively with HOT teams within San Mateo County (which includes attending

the Regional HOT Team Meetings) and the target population, utilizing the stages of change model and motivational interviewing skills to support the engagement process of this target population.

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

- a. Funding must be used according to the following criteria:
  - 1) Services must be provided to residents principally residing in a defined geographic area (referred to as service areas);
  - 2) Outpatient services, including specialized outpatient services for children, the elderly, individuals with a serious mental illness, and residents of the service areas of the centers who have been discharged from inpatient treatment at a mental health facility;
  - 3) 24-hour-a-day emergency care services;
  - 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services;
  - 5) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission;
  - 6) Mental health services shall be provided, within the limits of the capacities of the centers, to any individual residing or employed within the service area regardless of ability to pay for such services; and
  - 7) Mental health services of the center are available and accessible promptly, as appropriate and in a manner that preserves human dignity and assures continuity and high-quality care.
- b. Funds may not be expended for the following purposes:
  - 1) To provide inpatient services;
  - 2) To make cash payments to intended recipients of health services;

- 3) To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
  - 4) To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
  - 5) To provide financial assistance to any entity other than a public or nonprofit private entity.
- c. In compliance with single audit requirements, the Duns number for this agreement is 03-267-9107.
- d. Certifications

Contractor shall sign and submit, and shall comply with the following Certifications which are hereby included as part of this Agreement by reference herein:

- 1) Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment 2)
  - 2) Certification Regarding Environmental Tobacco Smoke (Attachment 3)
- E. Contractor's annual FY 2021-22 budget is attached and incorporated into this Agreement as Exhibit C.
- F. 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.
- G. 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.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

- I. 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.
- J. 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.
- K. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- L. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- M. Monthly Invoice and Payment
  - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.
    - a. Direct Services/Claims

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

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on

the invoice and shall be billed according to the guidelines specified in the contract.

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

[BHRS-Contracts-Unit@smcgov.org](mailto:BHRS-Contracts-Unit@smcgov.org)

OR

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

- N. 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.
- O. 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.
- P. County May Withhold Payment

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

Q. 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.

R. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of the fiscal year. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
3. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph U of this Exhibit B.
4. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in Paragraph A of this Exhibit B.

S. Election of Third Party Billing Process

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

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph Q of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.
- b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered

by Contractor as reflected on the Cost Report as defined in Paragraph L of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.

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

T. 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.

U. Claims Certification and Program Integrity

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

2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_ 20\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
  - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
  - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
  - c. The services included in the claim were actually provided to the beneficiary.
  - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
  - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
  - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted

prior to the initial authorization and any re-authorization periods as established in this agreement.

- g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph IV.A.4. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

#### V. Unspent Funds

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

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

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

Mateo Lodge Inc. Budget 2021-2022

2021-2022	HUMBOLDT	CASSIA	WALLY'S	SUPP TEAM	FSP	REHAB	FAST TEAM	ADMIN	TOTAL
REVENUE									
RESIDENT FEES	224,595	181,334	168,381						574,310
CO FEES FOR SERVICE	340,401	292,090	497,718	530,269	137,760	548,088	342,051		2,688,377
ROLLOVER									-
TOTAL REVENUE	564,996	473,424	666,099	530,269	137,760	548,088	342,051		3,262,687
PERSONNEL EXPENSE									
SALARIES	225,824	232,958	356,642	249,413	86,119	270,492	189,856	261,120	1,872,424
MEDICAL BENEFITS	70,000	35,404	45,000	73,340	12,212	122,000	44,377	16,559	418,892
BONUSES									-
EMPLOYEE BENEFITS	6,775	6,989	10,699	3,443	1,148	7,057	5,696	13,860	55,666
PAYROLL TAXES	13,549	13,977	21,399	14,965	5,167	16,230	11,391	15,667	112,345
WORKERS' COMP INS	6,775	6,989	10,699	7,482	2,584	8,115	5,696	7,834	56,173
TOTAL PERS. EXPENSE	322,923	296,317	444,439	348,643	107,230	423,893	257,016	315,040	2,515,501
OPERATING EXPENSES									
UTILITIES	23,000	27,000	22,000						72,000
TELEPHONE	4,800	5,500	7,000		840	10,465	5,547	2,000	36,152
RENT	74,400								74,400
REPAIRS + MAINT.	19,199	10,000	19,856						49,055
INSURANCE EXPENSE	6,660	5,499	9,384	3,986	2,186	8,800	4,061		40,576
BANK CHARGES								1,000	1,000
FEES + LICENSES	700	700	700					200	2,300
MEDICAL		1,414							1,414
SUPPLIES	10,000	15,000	11,900					500	37,400
GROCERIES	20,000	41,000	37,000						98,000
RECREATION + WORK	10,000	8,000	12,856					500	31,356
GARDENING		1,525	3,600						5,125
OFFICE SUPPLIES	4,800	3,741	3,000	530			1,442	5,000	18,513
PERSONNEL EXPENSE	755	1,500	1,254				800	102	4,411
POSTAGE		527						500	1,027
AUTO EXPENSE	15,000	11,058	16,000		7,212	23,761	7,000	7,000	87,031
FAST HOUSING + FLEX							17,484		17,484
FSP HOUSING + FLEX									-
ASSIST TO HOMELESS				95,942					95,942
LEGAL + ACCOUNTING								55,000	55,000
DUES + SUBSCRIPTIONS								6,000	6,000
OUTSIDE SERVICES								5,000	5,000
STAFF DEVELOPMENT								8,000	8,000
ALLOC ADMIN EXPENSE	52,759	44,643	77,110	81,168	20,292	81,168	48,701		405,842
TOTAL OPER EXPENSE	242,073	177,107	221,660	181,626	30,530	124,194	85,035	90,802	747,186
TOTAL PROG EXPENSE	564,996	473,424	666,099	530,269	137,760	548,088	342,051	405,842	3,262,686
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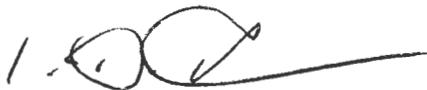
SAMSHA Certifications – Attachment 2 (Continued)

DRUG FREE WORK ENVIRONMENT

The undersigned certifies that reasonable efforts are made to maintain a drug-free work place in all programs supported y the Block Grant funds.

CERTIFICATION REGARDING DEBARMENT SUSPENSION INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

- 1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
  
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/application.



\_\_\_\_\_  
Signature of Official Authorized  
To Sign Application

5/4/21

\_\_\_\_\_  
Date

### SAMSHA Certifications – Attachment 3

#### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug, or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and all sub recipients shall certify accordingly.



\_\_\_\_\_  
Signature of Official Authorized  
To Sign Application



\_\_\_\_\_  
Date

**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 Mateo Lodge, Inc. 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 Mateo Lodge, Inc. elect option two.

*J. D. [Signature]*  
Signature of authorized agent

*Jan Adamsen*  
Name of authorized agent

*650 763 9855*  
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**

<b>Client ID</b> ( <i>Do name search</i> ):	<b>Client Date of Birth</b> (Required):	<b>SSN</b> (Required):
<b>Last Name:</b>	<b>First Name:</b>	<b>M.I.</b>
<b>Alias or other names used:</b>		<b>Undocumented?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Does Client have Medi-Cal?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Share of Cost Medi-Cal?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Client's Medi-Cal Number (CIN Number)?</b> _____ <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 <b>Date of Referral:</b> _____ <b>Is this a Court-ordered Placement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Does Client have Medicare?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check all that apply    ___Part A    ___Part B    ___Part D <b>What is the Client's Medicare Number (HIC Number)?</b> _____ <b>Signed Assignment of Benefits?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Please attach copy of Medicare card</b>		
<b>Responsible Party's Information (Guarantor):</b> <b>Name:</b> _____ <b>Phone:</b> _____ <b>Relationship to Client:</b> _____ <input type="checkbox"/> Self <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____ <input type="checkbox"/> <b>Refused to provide Financial Information and will be charged full cost of service.</b>		
<b>3<sup>rd</sup> Party Health Insurance Information</b> <b>Health Plan or Insurance Company (Not employer)</b> <b>Company Name:</b> _____ <b>Policy Number:</b> _____ <b>Street Address:</b> _____ <b>Group Number:</b> _____ <b>City:</b> _____ <b>Name of Insured Person:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____ <b>Relationship to Client:</b> _____ <b>Insurance Co. phone number:</b> _____ <b>SSN of Insured Person (if other than client):</b> _____ <b>Please attach copy of insurance card (front &amp; back)</b> <b>Signed Assignment of Benefits?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Does the client have Healthy Kids Insurance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please attach copy of insurance card (front &amp; back)</i>		
<b>Does the client has HealthWorx Insurance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please attach copy of insurance card (front &amp; back)</i>		
<b>Client Authorization</b> 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 that 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		
<b>Client refused to sign Authorization:</b> <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).

Mateo Lodge, Inc.
Name of Contractor

[Handwritten Signature]
Signature of Authorized Official

IAN ADAMSON
Name (please print)

C.E.O.
Title (please print)

5/4/21
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:

IAN ADAMSON

Name of Contractor(s):

Mateo Lodge, Inc.

Street Address or P.O. Box:

420 Cassia Street

City, State, Zip Code:

Redwood City, CA 94063

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

Signature:

I. D. [Signature]

Title of Authorized Official:

C.E.O.

Date:

8/4/21

\*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."

ATTACHMENT T  
**DISASTER AND EMERGENCY RESPONSE PLAN**

**AGENCY NAME:**

**ADDRESS:**

**NAME OF PRIMARY POINT OF CONTACT:**

**TELEPHONE NUMBER(S):**

**EMAIL ADDRESS:**

**LAST UPDATED:**

**I. SUMMARY OF DISASTER AND EMERGENCY RESPONSE PLAN  
("PLAN")**

(The Plan summary sets for the major processes, procedures and goals of the Plan, including a general description of the agency's plans for response and recovery in the immediate aftermath of a national, state, or local disaster or emergency and the agency's plans for the continuation of Services under the Agreement during and after the disaster or emergency.)

## II. KEY PERSONNEL AND CONTACT INFORMATION

<b>Name/Title</b>	<b>Role in Plan Implementation</b>	<b>Work Phone</b>	<b>Cell Phone</b>	<b>Work Email</b>	<b>Personal Email</b>

### **III. EMERGENCY RESPONSE PLAN**

(Detailed description of the agency's plan to respond to and recover from the emergency. This includes key matters that need to be addressed and acted on immediately in the event of an emergency to ensure the on-going viability of the agency. May include a description of the agency's plans to address leadership/succession, in the event that agency's leaders are unavailable or incapacitated; securing and establishing alternate facilities and equipment in the event that the agency's primary facilities or equipment are unavailable; access to telecommunications and information technology and other matters appropriate to the agency and its mission.)

#### **IV. CONTINUITY OF OPERATIONS**

(This is a detailed description of the agency's plan to ensure the ongoing continuation of services under the Agreement during and after a disaster or emergency. Recognizing that each disaster or emergency will be unique and will pose diverse challenges and constraints that may be impossible to fully anticipate, this section should include a description of the agency's plans for ensuring that staff needed to provide the services set forth in the Agreement are available and able to provide the services and that the agency has identified a process for securing the equipment and supplies needed to perform such services. The agency should attempt to identify, to the extent feasible, the additional personnel, equipment and supply costs that it would incur in providing such ongoing continuity of services to the County.)

## **V. PLAN PRACTICE AND EXERCISING**

(The agency should describe its process to ensure that agency staff is informed of, and trained on, the Plan. This may include a general description of the training materials that are prepared and provided to agency staff and any initial and follow-on training that may be provided.)

## **VI. OTHER MATTERS**

(In this section, the agency will discuss other emergency response-related matters unique to the agency and its mission.)

## ATTACHMENT U

### SAMPLE

## Device User Agreement and Waiver Form

### Purpose

The purpose of this agreement is to support the safety and accountability of participants while using devices (phones or tablets) provided by [Agency] for participation in behavioral health treatment and recovery services.

### Agreement

- The primary use of the device(s) must be to participate in behavioral health treatment and recovery.
- [Agency] reserves the right to end the data plan service on the device(s) and revoke the device(s) at any time; this could include not participating in any scheduled telehealth appointments or online recovery/support groups as agreed upon.
- Tablet(s) loaned by [Agency], for participation in a time-limited group session for example, must be returned to a staff member when requested.
- Device(s) must never be used when they could pose a security or safety risk.
- Device(s) must never be used while driving a vehicle, operating equipment, or in any situation where using the device may cause an accident.
- Device(s) must never be used for inappropriate activity including illegal or dangerous activities or for purposes of harassment.
- Device(s) must only be used by the individual (client or parent/caregivers of youth clients) to whom it is assigned to by [Agency].
- Improper use of the device(s) will result in loss of privileges for using the device.
- The data plan (internet) service on the device(s) is good for one-year from the date the device(s) is issued, as indicated below. After the one-year ends, unless otherwise communicated by [Agency], individuals can choose to transfer the low-cost data plan service to a personal, non-[Agency] account.
- Lost, stolen, or damaged device(s) must be reported immediately by calling [Agency contact].

*By signing this form, you agree to the [Agency] policy governing phone and/or tablet devices provided by the [Agency].*

Device Phone Number: \_\_\_\_\_ Device Received (circle one): Phone / Tablet

[Agency LOGO]

**Device Issued to Participant:**

\_\_\_\_\_  
Print Name of Client

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date Issued

\_\_\_\_\_  
Print Name of Staff

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date

Copy given to client

**Device Returned:**

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Staff

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date

Copy given to participant

Notes:

Attachment V - Technology Supports – Monthly Reporting Form

DEVICE TRACKING LOGS – CARES Act

Reporting Month: Choose an item.

Client(s) Name (client that received tablet during the reporting month):

1.	14.
2.	15.
3.	16.
4.	17.
5.	18.
6.	19.
7.	20.
8.	21.
9.	22.
10.	23.
11.	24.
12.	25.
13.	26.

Number of devices assigned to support client services on-site (during the reporting month): \_\_\_\_\_

*This section is for devices not given to clients to take home, but rather assigned to support client-related services such as, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.*

1.	Tablet used for (service provided):	Tablet primary location/site:	Number of clients served (during the reporting month):
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Attachment V - Technology Supports – Monthly Reporting Form

**DEVICE TRACKING LOGS – MHSA One-Time Funding**

Reporting Month: Choose an item.

Total number of T-Mobile For Government phones ordered: \_\_\_\_\_

Total number of tablets ordered: \_\_\_\_\_

Other device accessories purchased to support client participation in services (headphones, screen protectors, device covers, and/or other device accessories)

Type of Accessory Purchased	Units Purchased	\$ Cost per Unit	Total \$Amount
1.			
2.			
3.			
4.			

Clients that received a device (during the reporting month):

Client(s) Name	Type of device received (tablet or phone) and/or accessories
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

Number of devices assigned to support client services on-site (during the reporting month): \_\_\_\_\_

*This section is for devices not given to clients to take home, but rather assigned to support client-related services such as, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.*

	Tablet used for (service provided):	Tablet primary location/site:	Number of clients served (during the reporting month):
1.			
2.			
3.			
4.			
5.			
6.			

# County of San Mateo ~ Insurance Certification Questionnaire

**Contractor Name:** Mateo Lodge, Inc.

**Contractor Number:** [Click here to enter text.](#)

**Date this Form Was Completed:** 7/2/2021

**Name of Person Completing Form:** Mary Vozikes

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
3. Does the contractor have 2 or more employees?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
6. Is San Mateo County named as the certificate holder / additional insured?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>

If "No\*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

**COMMENTS:**

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

*Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.*

**Risk Management Signature:** [Click here to enter text.](#)

**Date:** [Click here to enter a date.](#)