

# AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of patients' rights advocacy services for all recipients of mental health services in San Mateo County;

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

## **1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment E—Fingerprint Certification

Attachment I—§ 504 Compliance

Attachment T—Disaster and Emergency Response Plan Sample Template

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

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

## **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED THIRTY-FIVE THOUSAND

SEVEN HUNDRED FORTY-SIX DOLLARS (\$635,746). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2024.

#### **5. Termination**

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

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

#### **6. Contract Materials**

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

#### **7. Relationship of Parties**

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

**8. Hold Harmless**

**a. General Hold Harmless**

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

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

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

**b. Intellectual Property Indemnification**

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County

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

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

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

## **9. Assignability and Subcontracting**

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

automatically and immediately terminate this Agreement without penalty or advance notice.

## **10. Insurance**

### **a. General Requirements**

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

### **b. Workers' Compensation and Employer's Liability Insurance**

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

### **c. Liability Insurance**

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

(a) Comprehensive General Liability...      \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

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

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

#### **11. Compliance With Laws**

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

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



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

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

### **a. General Non-discrimination**

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

### **b. Equal Employment Opportunity**

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

### **c. Section 504 of the Rehabilitation Act of 1973**

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

### **d. Compliance with County's Equal Benefits Ordinance**

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

### **e. Discrimination Against Individuals with Disabilities**

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

covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

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

**g. Reporting; Violation of Non-discrimination Provisions**

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

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

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



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

**h. Compliance with Living Wage Ordinance**

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

**13. Compliance with County Employee Jury Service Ordinance**

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

**14. Retention of Records; Right to Monitor and Audit**

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

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

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

**16. Controlling Law; Venue**

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

**17. Notices**

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

In the case of County, to:

Name/Title: Claudia Saggese/Director, Office of Consumer & Family  
Affairs  
Address: 1950 Alameda de las Pulgas, San Mateo, CA 94403  
Telephone: (650) 573-2189  
Facsimile: (650) 573-2934  
Email: [csaggese@smcgov.org](mailto:csaggese@smcgov.org)

In the case of Contractor, to:

Name/Title: Kathryn Davies Huber/Executive Director  
Address: 954 60<sup>th</sup> Street, Suite 10, Oakland, CA 94608  
Telephone: (510) 835-5010  
Facsimile: (510) 835-9232  
Email: [kathy@mhaac.org](mailto:kathy@mhaac.org)

**18. Electronic Signature**

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

**19. Payment of Permits/Licenses**

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

\* \* \*

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY

**Kathryn Davies** Digitally signed by Kathryn Davies  
Date: 2021.10.08 14:47:13 -07'00'  
\_\_\_\_\_  
Contractor's Signature

Date: **10/8/2021** \_\_\_\_\_

MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY  
EXHIBIT A – SERVICES  
FY 2021 – 2024

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Advocacy Services

Contractor will act as the State mandated patients' rights advocacy service for San Mateo County's Behavioral Health and Recovery Services Division (BHRS) - Mental Health Services pursuant to State laws and regulation. Contractor shall provide patients' rights advocacy services for mental health clients of all ages served by any mental health facility, service or program (as defined by Section 5500(c) of the W & I Code) within San Mateo County. This includes current, former and/or those prospective clients attempting to access mental health services. Contractor will provide direct services for patients' rights advocacy, including the full spectrum from self-advocacy to referral to legal services. As stated in Welfare and Institution Code 5521, county patients' rights advocates shall not duplicate, replace or conflict with existing or mandated local legal representations.

Contractor will provide individual and system advocacy. Contractor advocates will represent the clients' expressed interests as defined by the client, as long as those interests are consistent with statutory requirements and are achievable within the advocate's resources as stated from the September 1998 State Office of Patients' Rights Advocacy Manual. The advocate's duties include, but are not limited to, the following:

1. Complaint Resolution

- a. Receive and investigate complaints from or concerning recipients of mental health services residing in licensed health or community care facilities regarding abuse, unreasonable denial or punitive withholding of rights guaranteed under the provisions of Division 5 (commencing with Section 5000). Contractor shall respond to all complaints within two (2) working days.



- b. Respond to complaints from family members or friends of client, if client expresses his/her wish that the complaint be investigated.
  - c. Complaints shall be resolved at the lowest level possible.
  - d. Coordinate with BHRS staff to determine whether the client has attempted to utilize the Mental Health Services processes for responding to complaints and grievances. If the client has not utilized any existing Mental Health Services process, the contractor will inform the client of those options and assist the client in pursuing them, if he/she so desires.
  - e. Contractor shall give priority to those persons who are in acute psychiatric distress.
  - f. Contractor will maintain confidential, organized, and accurate records of all calls received, all investigations conducted, and all investigation reports. Detailed client records will be kept in locked file cabinets and/or in computer files that are password-protected.
2. Monitor mental health facilities for compliance with patients' rights laws, regulations and policies (Cal. Welf. & Inst. Code §5520(b), Cal. Code Regs. tit. 9 §863.2). Areas of compliance that may be monitored include: relevant policy and procedures; provision of prompt medical care; use of seclusion and restraint; informed consents for medications; and procedures for use of Electro Convulsive Treatment (ECT). There shall be two levels monitoring, informal and formal. Informal monitoring will be done by scanning charts for potential/actual violations of patients' rights. Each of the facilities below will receive informal monitoring a minimum of once per quarter:

Cordilleras Mental Health Center  
Mills-Peninsula Hospital  
San Mateo Medical Center  
Seton's Geriatric Behavioral Program  
Maguire Correctional Facility

Formal monitoring will be done to examine specific areas, such as good cause for denial of rights, informed consent requirements, and use of seclusion and restraints. Finding from formal monitoring shall be reported to the San Mateo County BHRS Director, Office of Consumer and Family Affairs.

3. Outreach

- a. Ensure that recipients of mental health services in all licensed health and community care facilities are notified of their rights. Provide written information to administrators of all licensed residential care facilities to ensure that their residents are informed of patients'/residents' rights. Respond to questions and/or requests for additional information from administrators, residents, and mental health clients and provide them with written information as needed.
  - b. Contractor will provide a toll-free 800 phone number, which will be listed on all Patients' Rights Handbooks, posters and other materials produced for these services. Contractor will utilize a secure voice mail service to provide 24 hour/7day a week message capacity.
  - c. Contractor will provide Patients' Rights Handbooks and posters, as needed to the five (5) inpatient mental health facilities in San Mateo County, identified in section I.A.2. of this Exhibit A. Contractor will work in consultation Director, Office of Consumer and Family Affairs in developing new patients' rights materials for distribution in San Mateo County.
  - d. Deliver outreach services to the community-at-large and vulnerable populations as resources allow.
4. Once per year, and in response to requests, provide training to staff of inpatient mental health facilities regarding patients' rights laws, regulations, and policies (Cal. Welf. & Inst. Code §5520(c), Cal. Code Regs. tit. 9 §863.2).
5. Four (4) times annually provide training for interested mental health clients in advance directives and how they may be used in mental health treatment. Training subject matter shall include the content of, and be subject to, BHRS Mental Health Services policy 04-07 ("Advance Health Care Directives").

6. Represent patients at Certification Review Hearings (conducted pursuant to section 5250 of the Welfare and Institutions Code), Capacity (Riese and Meredith) Hearings, and/or independent reviews. Hearings are held four times each week and conducted twice weekly at each of the five designated facilities; Mills Peninsula Hospital, Seton Geriatric Behavioral Program, San Mateo Medical Center, Cordilleras Mental Health Center and Maguire Correctional Facility. Contractor will have access to, and obtain, legal consultation for all hearing related situations, as necessary.
  - a. Certification Review Hearing Representation services shall include the following:
    - 1) Interview all patients who have been certified and will receive a Certification Review Hearing. Facilities are responsible for notifying Contractor of patients who are scheduled for hearings. The purpose of the interview is to accomplish the following:
      - a) Help the patient understand the purpose of the certification review process and the reasons he/she has been certified;
      - b) Assist the patient in obtaining the presence of any other person(s) he/she may wish present at the hearing;
      - c) Explore alternatives to continued involuntary hospitalization;
      - d) Ascertain if patient wishes representative or an attorney to assist or provide representation at the Hearing; and
      - e) Explain the right to appeal the decision if certification is upheld.
    - 2) Attendance at all Certification Review Hearings at Mills-Peninsula Hospital, Seton Geriatric Behavioral Program and the San Mateo Medical Center, Cordilleras Mental Health Center and Maguire Correctional Facility giving the maximum assistance that is practical given the capacity of the patient, the program staff time available, and time constraints of the legal hearing process.

- 3) Maintain records of all patients reported as having been certified. For all facilities a telephone log of certified patients shall be maintained that includes the following:

- a) Patient name
- b) Date of report
- c) Date of certification
- d) Certification code
- e) Name of facility
- f) Name of person who made the report

Additional records are kept for patients who are interviewed by Contractor staff.

- b. Representation at Capacity Hearings and Meredith Hearings shall include the following:

- 1) Meet with all patients receiving Petitions for Capacity and/or Meredith to assist understanding of the informed consent process and the Hearing process
- 2) Provide hearing representation;
- 3) Explain the right to a de novo review of the Capacity Hearing decision.
- 4) Related services and assistance for Capacity and/or Meredith Hearings, other than actual representation at Hearings, shall be provided to all patients as needed. This shall include providing information to patients who may be subjects of a Petition for a Capacity Hearing or a Petition for Meredith Hearing regarding their rights to informed consent about antipsychotic medications, and the Hearing process.
- 5) Maintain records of all patients reported as subjects of Petitions for Capacity and/or Meredith Hearings. Additional records shall be kept for patients whose cases require representation at the proceedings prior to and during the Capacity Hearing.

7. Exchange information and cooperate with the State Patients' Rights Office.

8. Staffing:

Contractor shall provide culturally competent services to diverse cultural and linguistic populations of San Mateo County. Advocates shall be culturally competent and able to reach culturally and linguistically diverse populations. Contractor will work with BHRS to ensure translations of all materials in threshold languages/threshold interpreter availability. Contractor staff shall attend the yearly statewide Office of Patients' Rights training, attend regular patients' rights regional meetings, maintain advocacy expertise, and provide updates in writing of these activities to the Director of BHRS or designee.

Contractor shall provide patient advocate staff who possess the following qualifications:

- a. Skill in interviewing techniques and able to negotiate challenging interactions with individuals who may be experiencing distress.
- b. Trained in applicable law and issues related to patients' rights and confidentiality. Able to pass an LPS test and/or other competency exams as negotiated through the contract.
- c. Sensitive to consumers and consumer culture and able to respond to consumer interests in the advocacy process.
- d. Culturally competent and linguistically proficient.
- e. Knowledgeable about San Mateo County mental health services.
- f. Able to maintain clear, current and complete written casework in a confidential manner, close cases in a timely manner, and comply with deadlines.
- g. Provide a timely response to client complaints and phone calls.

Contractor shall maintain a staff of 2.41 FTE for the San Mateo County functions, as delineated in Exhibit C (Program Budget), incorporated by reference herein.

## B. Reporting



The Director of BHRS or designee will retain the right and authority to review and approve all written materials, plans and proposed training programs prior to implementation or release to interested parties. The Director of BHRS or designee shall review, and comment on as necessary, the contractor's monitoring protocols, data collection and report formats, patients' rights compliance review protocol and reports, and other materials as deemed necessary for performance under this contract. Written monitoring reports from Contractor shall be submitted to BHRS in the form and manner requested by the Director of BHRS or designee.

Contractor will provide the following reports:

1. As requested by the BHRS Director of OCFA, Contractor shall provide verbal or written updates and reports during the course of a prolonged monitoring and shall report verbally or in writing any situation that the contractor believes is of serious concern and adversely affecting patients' rights. This reporting will usually be for complaints that are not resolved at the facility director level.
2. Contractor shall file quarterly reports with the State Department of Mental Health within thirty (30) days of the end of the quarter, in compliance with reporting requirements outlined in Title 9, Article 6, Section 866. Copies of these reports shall be sent to the BHRS program manager.
3. The contractor shall maintain a log of complaints that includes the date the complaint was received, the date of response, any investigative process or contacts related to the complaint, whether cultural/linguistic resources were required or utilized, and resolution and disposition of the complaint. A summary of this log shall be submitted to BHRS-Mental Health Quality Improvement Manager and Director of OCFA on a quarterly basis.
4. Monitoring reports, which delineate findings and recommendations, will be forwarded to the Director of BHRS or designee for review and provide response, as necessary, prior to the distribution to the administrator of the monitored program/facility. It shall be the responsibility of BHRS to obtain program/facility recommendations, action plans and plans of correction directly from programs/facilities.
5. Contractor must report to adult and child protective services as mandated. Contractor shall also report to Health Care Licensing as mandated.

6. At the discretion of the Director of BHRS, serious incidents including deaths may be reported to the Contractor to allow for thorough patients' rights review. Contractor shall not unnecessarily duplicate any procedures of investigation /monitoring that are in progress as part of peer review, BHRS-Mental Health Quality Improvement oversight and/or licensing review processes.
7. Contractor shall make monthly Certification Review Hearings reports to include:
  - a. the number of patients reported as certified;
  - b. the number of certified patients interviewed by Contractor;
  - c. the number of certified patients who received review hearings; and
  - d. a summary disposition of the cases of all certified patients, including a summary of the outcome of review hearings.
8. Contractor shall make monthly Capacity Hearing Representation reports to include:
  - a. the number of patients reported to be subject to petitions for Capacity and Meredith Hearings;
  - b. the number of cases in which preparation was done in order to determine if representation was required;
  - c. the number of patients represented at Capacity and Meredith Hearings; and
  - d. a summary of the disposition of hearings, including the outcome of the hearing decisions.

C. Coordination

Contractor shall conduct the following activities in order to smoothly facilitate any and all staff transitions in the provision of patients' rights advocacy services for San Mateo County:

1. Meet with the BHRS OCFA Director and/or BHRS-Mental Health Quality Improvement Manager as needed.
2. Work with BHRS OCFA Director to orient and become familiar with San Mateo County BHRS - Mental Health Services.
3. Meet with staff involved in the BHRS - Mental Health Services complaint and grievance process.
4. Meet with facility and program administrators to become familiar with their needs and concerns regarding patients' rights.

5. Work with the supervisor of the Certification Review and Capacity Hearing officers to assure coordination of hearing schedules.
6. Recruit, hire and train patients' rights advocacy staff to work in San Mateo County.
7. Secure necessary furniture and equipment to maintain office space.
8. Prepare mailing to all BHRS - Mental Health Services program sites and residential care facilities to announce new Patients' Rights Advocacy Program staff members.

## II. SAN MATEO COUNTY BHRS - MENTAL HEALTH SERVICES RESPONSIBILITIES

- A. BHRS will continue to operate a complaint and grievance process for resolving non-patients' rights complaints and grievances that arise for Mental Health Services clients of the Division.
- B. BHRS will make reasonable efforts to maintain office space for use by Contractor at a mutually agreed upon location. The office space shall be sufficient to accommodate the staffing levels required by this Agreement. The current office location is 262 Harbor Blvd, Belmont, CA 94002
- C. Should BHRS be unable to provide mutually agreed upon office space, Contractor may be compensated for actual costs for renting office space up to an amount approved by the Director of BHRS.

## III. HEALTH ORDER COMPLIANCE

### A. 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:

1. 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
2. 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)).
3. 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.

B. 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.

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. Record Retention

Paragraph 13 of the Agreement and Paragraph U.4. of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

C. Administering Satisfaction Surveys

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

D. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or [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. Staff training plan related to cultural competency. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31<sup>st</sup>, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
  3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31<sup>st</sup>, copies of Contractor's health-related materials in English and as translated.

5. Technical Assistance

If unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM [ode@smcgov.org](mailto:ode@smcgov.org) to plan for appropriate technical assistance.

- E. Licensing Reports

Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director of Youth Services, 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.

- F. Documentation Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A1) which is located online at: <http://smchealth.org/SOCMHContractors>, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.aodsystems.com/SMC/Index.htm>, and is incorporated by reference herein.

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).

- G. Certification

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.

## H. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual 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 using the following websites:

### 1. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: [www.Exclusions.OIG.HHS.Gov](http://www.Exclusions.OIG.HHS.Gov).

### 2. California Department of Healthcare Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Healthcare Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov>, once there, type in "medi-cal suspended and ineligible provider list" in the search box.



I. Advance Directives

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

J. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the agreement Section 10. Compliance with laws; payment of Permits/Licenses.

K. Physician Incentive Plans

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

L. Availability and Accessibility of Service

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

M. Compliance Plan and Code of Conduct

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

N. Beneficiary Brochure and Provider Lists



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

O. Contractor shall participate in all activities assigned by BHRS Quality Improvement.

P. Fingerprint Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children or others who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

Q. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical staff (or obtain a waiver). All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form and submitted to the BHRS Quality Management team. Thereafter, on a yearly basis, Contractor is responsible to conduct a re-credentialing check verifying the NPI number, and ensure that qualification standards have been met and all applicable licenses are current.

R. Staff Termination

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

S. 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.

V. GOALS AND OBJECTIVES

Program Goal 1: Patients will receive representation at Certification and Capacity (Reise and Meredith) Hearings.

Objective 1: Contractor shall provide representation for one hundred percent (100%) of patients who are scheduled for Certifications and Capacity Hearings at Mills-Peninsula Hospital, Seton Geriatric Behavioral Program and the San Mateo Medical Center, Cordilleras Mental Health Center and Maguire Correctional Facility and who elect to have representation by Contractor.

Program Goal 2: Quarterly monitoring of facilities.

Objective 1: Contractor shall provide quarterly informal monitoring at Cordilleras Mental Health Center, Mills-Peninsula Hospitals, Seton Geriatric Behavioral Program, San Mateo Medical Center and Maguire Correctional Facility.

Program Goal 3: Staff of inpatient facilities shall receive training in patients' rights laws, regulations and policies.

Objective 1: Contractor shall provide trainings once during the contract term, and as requested, at Cordilleras Mental Health Center, Mills-Peninsula Hospitals, Seton Geriatric Behavioral Program, San Mateo Medical Center and Maguire Correctional Facility.

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

MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY  
EXHIBIT B – PAYMENTS AND RATES  
FY 2021 – 2024

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 pay or be obligated to pay Contractor for services rendered under this contract shall not exceed SIX HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED FORTY-SIX DOLLARS (\$635,746) for the term of the agreement.

1. For the first (1<sup>st</sup>) year of the Agreement (July 1, 2021 through June 30, 2022), County shall pay Contractor a total of TWO HUNDRED ELEVEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$211,915).
2. For the second (2<sup>nd</sup>) year of the Agreement (July 1, 2022 through June 30, 2023), County shall pay Contractor a total of TWO HUNDRED ELEVEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$211,915).
3. For the third (3<sup>rd</sup>) year of the Agreement (July 1, 2020 through June 30, 2021), County shall pay Contractor a total of TWO HUNDRED ELEVEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$211,915).

- B. 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.

- C. 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.
- D. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- E. In the event this Agreement is terminated prior to June 30, 2024, the Contractor shall be paid for services already provided pursuant to this Agreement.
- F. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- G. 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).
- H. 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.
- I. Monthly Invoice and Payment
  - 1. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize the actual monthly service expenses chargeable to Behavioral Health and Recovery Services of San Mateo County, for which claim is made. No more than two (2) invoices shall be submitted per program during the monthly billing cycle. The two invoices shall be the initial invoice and one supplemental invoice. Additional invoices received shall be paid at the end of the fiscal year during the reconciliation process.
    - a. Patients' Rights Advocacy Report

Accompanying the claim will be the Patient's Rights Advocacy Report detailing the following:

- i. Calls Received
- ii. Investigations Conducted
- iii. Facility Monitoring Visits
- iv. Training /Educational Consultation Sessions
- v. Voluntary Minor Admissions
- vi. Nature of Potential Third-Party Insurance
- vii. Requests for Independent Clinical Review
- viii. Conducted

b. Patient Representation Certification Review and Capacity Hearings Report

Accompanying the claim will be the Patient Representation Certification Review and Capacity Hearings Report detailing the following:

- i. Certification Review Hearings
- ii. Capacity Hearings
- iii. Meredith Hearings

2. Payment by County to Contractor shall be monthly on actual expenses incurred/claimed. Claims that are received after the tenth (10<sup>th</sup>) 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.

Contractor shall send invoices to [BHRS-Contracts-Unit@smcgov.org](mailto:BHRS-Contracts-Unit@smcgov.org) OR:

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

- J. 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.



- K. 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.
- L. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.
- M. 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 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- N. Cost Report
1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
  2. If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the amount of the difference shall be made to County by Contractor, unless otherwise authorized by the Chief of the Health System or designee.

O. 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 1

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

2. Option 2

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

P. 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.

Q. 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 Mental Health Services included in the claim, all requirements for Mental Health Services Contractor payment authorization for 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 III.A. 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 Care Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.
- R. Payments made to Contractor under the terms of this Agreement may be used for Program staff salaries, Program operations, and other direct expenses essential to the Program. No funds paid by County through this Agreement shall be spent for fundraising.

\*\*\* END OF EXHIBIT 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).

Mental Health Association of Alameda County  
Name of Contractor

**Kathryn Davies** Digitally signed by Kathryn Davies  
Date: 2021.10.08 14:48:11 -07'00'

Signature of Authorized Official

**Kathryn Davies**

Name (please print)

**Executive Director**

Title (please print)

**10/8/2021**

Date

ATTACHMENT T  
**DISASTER AND EMERGENCY RESPONSE PLAN**

**AGENCY NAME:**

**ADDRESS:**

**NAME OF PRIMARY POINT OF CONTACT:**

**TELEPHONE NUMBER(S):**

**EMAIL ADDRESS:**

**LAST UPDATED:**

**I. SUUMMARY 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.)