

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY: 2005-06

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and Mental Health Association of San Mateo County, hereinafter called
"Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of the professional services hereinafter described for the Health Department, Mental Health Services Division.

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—Services

Exhibit B—Payments and rates

Exhibit C – Contractor's FY 2005-06 budget

Attachment C – Election of Third Party Billing Process

Attachment D – Payor Financial Form

Attachment I—§504 Compliance

2. 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 Exhibit "A."

3. 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." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION ONE HUNDRED FORTY THOUSAND FIVE HUNDRED EIGHTY-SEVEN DOLLARS (\$1,140,587).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 through June 30, 2006.

This Agreement may be terminated by Contractor, the Director of Mental Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

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 the County and shall be promptly delivered to the County. Upon termination, the 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.

5. Availability of Funds

The County may terminate this Agreement or a 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 the county learns of said unavailability of outside funding.

6. 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.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply

with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, 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.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(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 the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Mental Health Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Mental Health Association of San Mateo County
2686 Spring Street
Redwood City, CA 94063

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President
Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY



Contractor's Signature

Date: 8/30/2005

Long Form Agreement/Non Business Associate v 6/24/04

Exhibit "A"

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

I. INTRODUCTION AND DEFINITION OF TERMS - MENTAL HEALTH

- A. Outpatient Rehabilitative Mental Health Services focus on individual needs, strengths, and choices; the individual is always involved in service planning and implementation. The goal of rehabilitation is to help individuals take charge of their own lives through informed decision-making. Services are based on the individual'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 individual 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 individual meet his/her needs, choices, responsibilities and desires. Programs are designed to use both licensed and non-licensed personnel who are experienced in providing mental health services. Consumers and family members of consumers are valued as volunteer or paid staff.
- C. Services are optimal when delivered to individuals who live in housing of their own choice. Single room occupancy is a highly valued housing choice by consumers and is emphasized in resource development and service planning.
- D. Contractor shall provide emergency housing and support services, rehabilitation services, and administrative services including fiscal intermediary for Flexible Funds.
- E. 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. The Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management is included herein by reference. All payments under this Agreement must directly support services specified in this Agreement.

II. SERVICES

A. Emergency Housing/Shelter (Spring Street Shelter)

Contractor shall provide a fifteen (15) bed, twenty-four (24) hour facility for emergency and short-term housing, including at least two (2) meals per day, for mentally ill clients who require immediate shelter but who do not require care and supervision as defined by Section 80001 (a) (10) of Title 22 of Community Care Licensing Regulations ("Emergency Housing/Shelter"). In addition to providing Emergency Housing/Shelter, Contractor shall collaborate with other public and private services and resources to assist these clients in finding permanent housing and securing other basic needs. Clients shall be assisted in securing medical and psychiatric services as needed.

1. Emergency Housing/Shelter staff shall accept referrals between 8 a.m. and 10 p.m., seven (7) days per week.
2. Contractor shall admit only those clients who meet the following criteria:
 - a. Have a primary mental health problem; clients whose predominant problem is alcohol or substance abuse are not eligible;
 - b. Be at least eighteen (18) years of age or an emancipated minor;
 - c. Have no other identified resource for housing; and
 - d. Not be considered assaultive or suicidal, or present serious medical health problems.
3. Among clients eligible for Emergency Housing/Shelter, i.e., who meet all the criteria in Paragraph II.A.2. of this Exhibit A, Contractor shall give priority for beds on a space-available basis in the following order:
 - a. Clients who are confined at San Mateo County General Hospital Inpatient Psychiatric Unit or at Psychiatric Emergency Services (PES) who need a residence in order to be released from the hospital.
 - b. Clients who, because they are identified by city police departments and the County Sheriff's Department as "nuisance" cases, might otherwise be taken inappropriately to one of the County emergency psychiatric facilities because of community or family complaints.

- c. Clients who have not yet been deemed eligible for Supplemental Security Income or General Assistance benefits due to lack of residence.
 - d. Clients who, for whatever reason, are living on the street, in parks, and generally are without a residence of any sort, and are referred by community agencies, including churches.
 - e. County Mental Health Adult Resource Management reserves the right to prioritize any client for Emergency Housing/Shelter..
4. At least two (2) staff persons shall be on duty at all times, twenty-four (24) hours per day. County Mental Health Services Division staff shall provide consultation to Contractor's staff as deemed appropriate by the Mental Health Services Director or her designee.
 5. The Emergency Housing/Shelter shall provide separate dormitory sections with showers and toilets for men and women. The facility shall also include a kitchen and office space. Accessibility shall be provided to the handicapped, and a sprinkler system shall be included throughout shelter.
 6. Contractor shall provide five thousand one hundred ten (5,110) days of care to one hundred forty-five (145) 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.
 7. All clients who remain in the Emergency Housing/Shelter beyond three (3) days shall have a written plan of action.
 8. At least seventy-five percent (75%) of all clients shall receive a minimum of two (2) rehabilitation services (exclusive of medication services) during their stay in the program.

B. Outpatient Services/Rehabilitation Services

Contractor shall provide seriously mentally ill adults with community-based rehabilitative mental health services ("Outpatient Services/Rehabilitation Services"). Outpatient 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 for successful community placement.

1. Ongoing Outpatient Services/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. Ongoing Outpatient Services/Rehabilitation Services shall also include: 1) the Community Housing Rehabilitation Independent Skills ("CHRIS") program which provides living skills assessments and training provided by licensed occupational therapists and student interns for Spring Street Shelter residents, transitional housing and community clients; 2) services to clients in the community; and 3) the supported housing project at the Belmont Apartments.
2. Contractor shall provide two hundred fifty thousand (250,000) minutes of Outpatient Services/Rehabilitation Services to one hundred thirty (130) unduplicated adult clients.
3. Referrals for Outpatient Services/Rehabilitation Services will be coordinated with County Mental Health Services Division Adult Resource Management and/or Adult Supervising Mental Health Clinician as designated by Adult Resource Management.
4. At least ninety-five percent (95%) of all cases of clients who have not received care within the previous ninety (90) day period shall be closed.

C. Friendship Center/Community Friends

1. Contractor shall operate Friendship Centers community based social, recreational & educational programs and services at at least five (5) sites throughout San Mateo County ("Friendship Centers"). Friendship Centers shall include programs based in Daly City and East Palo Alto, and may include programs based in San Mateo, Belmont and Redwood City.
2. Contractor shall operate a Community Friends Program which will provide a companion/support network for isolated individuals so they can safely participate in community activities ("Community Friends Program"). Contractor will provide up to one thousand (1,000) hours of Community Friends Program services.
3. Contractor shall provide seven thousand (7,000) client days of services at the Friendship Centers. A "client day" is one client participation for one day.

D. Flexible Fund and Flexible Fund Administration

Contractor shall manage the fiscal distribution of the Flexible Fund of the Adult Services System of Care ("Flexible Fund"). The Flexible Fund shall be managed by Contractor under a separate account. Upon receiving Mental Health Services Division authorized requests for Flexible Funded goods and services, Contractor shall appropriate the amount requested to the specified vendor or to reimburse a provider.

1. Administrative costs include the following activities:
 - a. Processing checks (postal costs included);
 - b. Administrative time in receiving authorized funds, returning documentation of completed transactions and sending fiscal expenditure reports to Mental Health Services Division Administration; and
 - c. Bonding insurance coverage costs (liability coverage separate from typical malpractice requirements).
2. Specific administrative activities shall include:
 - a. Receiving and processing Flexible Funds authorization forms;
 - b. Issuance of checks to specified vendors and providers (for reimbursement purposes);
 - c. Maintaining proper documentation of checks distributed and transactions completed (e.g., receipts received);
 - d. Providing monthly fiscal reports of Flexible Fund expenditures; and
 - e. Providing a six (6) month and final year report showing fund distribution for the General Flexible Funds, and Housing Assistance funds.

E. Shelter Plus Care Project Coordination

Contractor shall provide the following services for the Shelter Plus Care Project:

1. Act as information and coordination hub for Shelter Plus Care Project.
2. Staff Shelter Plus Care Screening Committee.

3. Attend regional and relevant ad hoc Shelter Plus Care Committee meetings and disseminate information to Shelter Plus Care County representative and contract agencies.
4. Maintain current Program Information System.
5. Maintain computer and reporting system with contract agencies that track all data and information necessary for the completion of the HUD annual progress report, including the program's measurable objectives.
6. In conjunction with the Housing Authority, complete and submit to HUD the 2004 Annual Progress Report.

F. Continuum of Care Permanent Supportive Housing Project (SHP)

In cooperation with the Housing Authority of San Mateo, Contractor shall provide supportive services to assist participants in maintaining their housing in the community. These services shall include intensive case management, mental health and substance abuse services, health care, and access to educational and vocational programs. Services shall be provided to fourteen (14) homeless clients selected to participate in this project.

G. Property Management

County agrees and acknowledges that Contractor owns property used to provide permanent and transitional housing for adults with serious mental illness. Some properties are owned and their respective programs operated by Contractor, other properties are owned by Contractor with their respective programs operated in collaboration with other community based non-profit agencies.

1. For properties that are owned by Contractor and for which their respective programs are operated by Contractor, 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 is completed in a timely manner. Such properties include: Villa Terrace, Burlingame Apartments, and Hurlingame House.

2. For properties that are owned by Contractor and for which their respective programs are operated in collaboration with other community based non-profit agencies, Contractor will provide services which include: Completion of rental contracts between Contractor and clients; regular property inspections for health, safety, habitability of non-residential community areas, and County and local code compliance; rent collection; and staffing to ensure property repair and maintenance is completed in a timely manner. In cooperation with such other community based non-profit agencies, contractor will also participate in review of residential units as tenants move into or out of the property to assess needed repairs and assign responsibility for payment for repairs in excess of normal wear and tear. Such properties include: Clinton Street, 3rd Avenue, and Santa Barbara.

III. RECORDS AND ADMINISTRATIVE REQUIREMENTS

- A. Paragraph 12 of the Agreement and Paragraph I.N.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 (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
- B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.
- C. Cultural Competency
 1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.

2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.
 3. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Division Adult Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.
- E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement.
- F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- G. 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.
- H. Advance Directives
- Contractor will comply with County policies and procedures relating to advance directives.
- I. Beneficiary Rights
- Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

J. 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.

K. 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.

L. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health 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.

M. 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 90 days after the completion of the beneficiary problem resolution process.

IV. GOALS AND OBJECTIVES

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

A. 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.

D. Shelter

Goal: Contractor shall increase the independence of clients by assisting them in obtaining any and all necessary support services (e.g., financial assistance, housing, medical/psychiatric services, etc.) to facilitate a higher level of self-sufficiency.

Objective: A minimum of fifty percent (50%) of clients shall obtain stable (permanent or transitional) housing upon discharge.

Data collection to be completed by the Contractor.

C. Outpatient Services/Rehabilitation Services and Continuum of Care Permanent Supportive Housing Project (SHP)

1. Hospitalizations

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

Objective: No more than fifteen percent (15%) of the clients' in each of the programs listed above in this Paragraph IV. C. shall be hospitalized

Data to be collected by Contractor.

Note: Contractor shall establish baseline data for the contract year in order to set realistic outcomes for subsequent contract years.

2. Homeless

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

Objective: No more than five percent (5%) of clients in each of the programs listed above in this Paragraph IV.C. shall become homeless.

Data collection to be completed by Contractor.

3. Employment

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

Objective: There shall be an increase of at least five percent (5%) in the number of clients in each of the programs listed above in this Paragraph IV.C. who are working in paid or unpaid positions, or actively seeking employment.

Note: Contractor shall establish baseline data for the contract year in order to set realistic outcomes for subsequent contract years.

Data collection to be completed by Contractor.

4. Incarcerations

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

Objective: No more than five percent (5%) of clients in each of the programs listed above in this Paragraph IV.C. shall be incarcerated.

Data collection to be completed by Contractor

Exhibit "B"

I. PAYMENTS

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

A. Maximum Obligation

1. The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed ONE MILLION ONE HUNDRED FORTY THOUSAND FIVE HUNDRED EIGHTY-SEVEN DOLLARS (\$1,140,587), the amount stated in Paragraph 3 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement for the period July 1, 2005, through June 30, 2006:

Emergency Housing/Shelter (Spring St. Shelter)	383,923
Outpatient Services/Rehabilitative Services	
CHRIS	55,508
Services to clients in the community	251,095
Supported Housing Project (Belmont Apts.)	<u>154,824</u>
Subtotal	461,427
Friendship Center/Community Friends	83,000
Flexible Funds	
Flexible Funds	73,985
Flexible Funds administration	<u>10,815</u>
Subtotal	84,800
Shelter Plus Care Project Coordination	59,111
Continuum of Care Supported Housing Project (SHP)	16,832
Property Management	<u>51,494</u>
TOTAL CONTRACT OBLIGATION	1,140,587

2. Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services under this Agreement.
3. Budget modifications to the service components listed in Paragraph I.A.1. of Exhibit B may be approved by the Director of Health or her designee, subject to the Agreement maximum amount set forth in Paragraph 3 of this Agreement.

B. One-twelfth Payment

Unless otherwise authorized by the Director of Health or her authorized representative, the rate of payment by County to Contractor shall be one-twelfth (1/12) of the total obligation per month for following components of service:

Emergency Housing/Shelter (Spring Street Shelter)	\$ 383,923
Outpatient Services/Rehabilitative Services	461,427
Friendship Center/Community Friends	83,000
Shelter Plus Care Project Coordination	59,111
Supportive Housing Project	16,832
Property Management	<u>51,494</u>
Total 1/12 portion of the contract	\$1,055,787

C. Flexible Funds and Flexible Funds Administration

Subject to the availability of State funding, Contractor shall receive a maximum of EIGHTY-FOUR THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$84,800) for the Flexible Fund expenditures and administrative costs. At the end of the fiscal year any unexpended funds remaining with Contractor shall be returned to County. Contractor shall invoice the County monthly for such services.

1. The maximum Flexible Fund expenditures amount is SEVENTY-THREE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS (\$73,985). At the beginning of the fiscal year, Contractor may request an advance of up to thirty percent (30%) of the maximum expenditure amount or TWENTY-TWO THOUSAND ONE HUNDRED NINETY-SIX DOLLARS (\$22,196).
2. Contractor is entitled to TEN THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS (\$10,815) for administrative costs for managing the Flexible Fund.

- D. Contractor's annual 2005-2006 budget is attached and incorporated into this Agreement as Exhibit C.
- E. Authorizing the Director of Health to execute subsequent amendments and minor modifications not to exceed an aggregate of \$25,000 and to make minor changes in the type of services and activities provided under the Agreement.
- F. 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.

- 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 K. 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.
- I. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- J. 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.
- K. 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 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 Director of Health or her authorized representative. 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 O of this Exhibit B.
3. 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 I.A.1 of this Exhibit B.

L. 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.

M. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Mental Health Services Division of the Health Department. Contractor shall meet quarterly with County contract monitor, as designated by the Deputy Director of Adult and Older Adult Services, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

N. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____, 200_

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 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 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.

O. Rollover

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

1. Contractor shall submit a summary calculation of any savings 90 days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.
2. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the Director of Mental Health Services or her 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 90 days after the specific purpose has been completed, or 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 Director of Mental Health Services or her designee.
5. A final accounting of the rollover funds shall be submitted 90 days after the specific purpose has been completed, or 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.

Exhibit C

	TOTAL BUDGET	Friend. Ctr.	Shelter	Trans. Hsg.	CHRIS	SAYAT	S+C	Supp. Hsg.	St. Matthew	Clinton	Hurlingame	Villa Terrace	Burlingame	Sta. Barbara	3rd Ave.	Belmont Apt. Hsg. Assst.
Salaries	\$873,988	\$52,967	\$221,600	\$59,022	\$24,039	\$69,125	\$87,375	\$46,500	\$43,864							\$107,003
FICA	\$66,861	\$4,052	\$16,952	\$4,515	\$1,839	\$5,288	\$7,449	\$3,557	\$3,358							\$8,187
SUI	\$12,450	\$900	\$6,000	\$630	\$315	\$700	\$975	\$350	\$700							\$630
Workman's Comp	\$38,174	\$990	\$16,554	\$4,409	\$450	\$1,283	\$1,821	\$870	\$821							\$7,993
Retirement	\$10,629	\$3,604	\$3,256	\$0	\$0	\$0	\$0	\$0	\$5,750						\$0	\$3,769
Medical/Dental/Vision	\$88,173	\$2,400	\$17,800	\$3,570	\$2,799	\$7,427	\$12,700	\$4,659	\$10,629						\$0	\$3,000
Benefits	\$216,287	\$11,946	\$60,562	\$13,124	\$5,403	\$14,708	\$22,945	\$9,438	\$18,810						\$0	\$28,068
Contract Employees	\$30,379	\$12,000	\$2,500	\$0	\$12,079	\$14,708	\$22,945	\$0	\$0						\$0	\$47,724
Liability Insurance	\$33,526	\$675	\$4,050	\$1,012	\$337	\$675	\$675	\$0	\$250	\$4,724	\$2,025	\$4,811	\$3,712	\$4,130	\$5,100	\$1,800
Office Supplies	\$9,176	\$1,000	\$1,000	\$500	\$500	\$350	\$500	\$500	\$1,000						\$978	\$2,850
Telephone	\$10,446	\$250	\$2,000	\$150	\$0	\$500	\$500	\$200	\$2,700						\$1,000	\$2,846
Friendship Center Activities	\$14,000	\$0	\$500	\$900	\$1,500	\$1,000	\$1,800	\$600	\$2,400						\$0	\$0
Program Activities	\$12,740	\$0	\$500	\$900	\$1,500	\$1,000	\$1,800	\$600	\$2,400						\$0	\$0
Direct Client Assistance	\$424,278	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,080	\$980	\$980	\$980	\$980	\$2,000	\$2,000
Mortgages/Occupancy	\$198,795	\$18,000	\$28,500	\$1,000	\$500	\$500	\$0	\$0	\$0	\$20,286	\$14,948	\$13,590	\$40,968	\$25,972	\$28,341	\$424,278
Food/Housekeeping Supplies	\$18,500	\$500	\$10,590	\$3,800	\$500	\$500	\$0	\$0	\$0	\$3,100	\$100	\$100	\$100	\$100	\$7,200	\$7,200
Utilities	\$48,000	\$12,000	\$12,000	\$3,000	\$500	\$500	\$500	\$500	\$500	\$6,000	\$5,200	\$3,600	\$6,200	\$4,200	\$6,800	\$0
Printing	\$1,250	\$250	\$450	\$125	\$150	\$500	\$500	\$50	\$50						\$0	\$500
Postage	\$3,050	\$750	\$371	\$125	\$150	\$500	\$500	\$50	\$50						\$0	\$2,100
Subscriptions/Publications	\$796	\$2,000	\$18,500	\$4,500	\$1,150	\$1,000	\$1,000	\$0	\$0	\$5,000	\$4,100	\$7,000	\$10,000	\$3,000	\$3,000	\$250
Equipment/Maintenance	\$2,573	\$2,000	\$350	\$950	\$550	\$6,000	\$4,500	\$2,200	\$1,350	\$114	\$250	\$600	\$85	\$1,027	\$137	\$10,200
Property Tax	\$19,600	\$150	\$150	\$200	\$200	\$200	\$100	\$50	\$100						\$600	\$1,500
Transportation (Mileage)	\$350	\$350	\$400	\$200	\$200	\$200	\$350	\$150	\$350						\$0	\$0
Health/Meals/Meetings	\$3,325	\$17,500	\$55,000	\$15,400	\$13,250	\$17,000	\$83,101	\$9,500	\$15,000	\$8,500	\$10,028	\$8,300	\$21,991	\$7,500	\$225	\$900
Staff Recruitment/Training	\$357,851	\$134,338	\$418,923	\$103,683	\$59,508	\$111,058	\$213,346	\$69,286	\$77,873	\$44,624	\$40,731	\$39,251	\$82,966	\$45,829	\$50,878	\$47,071
ADM./MGMT.	\$2,349,950	\$0	\$0	\$15,783	\$4,000	\$6,546	\$1,000	\$7,454	\$6,773	\$1,000	\$1,615	\$1,615	\$1,615	\$1,615	\$0	\$703,032
Foundations/Contributions	\$78,694	\$34,523	\$0	\$15,783	\$4,000	\$6,546	\$1,000	\$7,454	\$6,773	\$1,000	\$1,615	\$1,615	\$1,615	\$1,615	\$0	\$0
Investment Income	\$1,500	\$1,500	\$0	\$5,000	\$500	\$5,762	\$15,940	\$0	\$0	\$27,500	\$35,731	\$22,638	\$77,966	\$35,644	\$40,693	\$0
Mental Health Association Rental Income	\$135,712	\$4,500	\$20,000	\$39,950	\$55,508	\$75,762	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
HUD/FEMA	\$29,500	\$4,500	\$15,000	\$42,950	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
COBG	\$251,085	\$83,000	\$83,000	\$42,950	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
Services to Clients in the Comm.	\$55,508	\$83,000	\$83,000	\$42,950	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
Friendship Ctr/Community Friends	\$55,508	\$83,000	\$83,000	\$42,950	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
CHRIS	\$55,508	\$83,000	\$83,000	\$42,950	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
Shelter Plus Care Administration	\$59,111	\$10,815	\$383,923	\$55,508	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
Emergency Housing/Shelter	\$393,923	\$10,815	\$383,923	\$55,508	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
Flexible Fund Administration	\$10,815	\$10,815	\$383,923	\$55,508	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
Mental Health Prop. Mgmt.	\$37,500	\$10,815	\$383,923	\$55,508	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
County AIDS Program Adm/Mgmt	\$703,032	\$10,815	\$383,923	\$55,508	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
San Mateo Co. Housing Authority	\$45,000	\$10,815	\$383,923	\$55,508	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
Supportive Housing Program-14 sites	\$16,832	\$10,815	\$383,923	\$55,508	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
Supported Housing Project - Belmont Apt.	\$154,824	\$10,815	\$383,923	\$55,508	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
Mid-Peninsula Housing Corp.	\$28,800	\$10,815	\$383,923	\$55,508	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
Additl Mental Health Property Mgmt.	\$13,894	\$10,815	\$383,923	\$55,508	\$55,508	\$28,750	\$137,295	\$16,832	\$42,100	\$110	\$10,000	\$10,000	\$10,000	\$10,000	\$600	\$1,500
Total Income	\$2,349,950	\$134,338	\$418,923	\$103,683	\$59,508	\$111,058	\$213,346	\$69,286	\$77,873	\$44,624	\$40,731	\$39,251	\$82,966	\$45,829	\$50,878	\$703,032

Attachment C
Election of Third Party Billing Process

Effective July 1, 2005, San Mateo County Mental Health Services 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 San Mateo County Mental Health Services (SMCMHS) with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCMHS for the remainder.

We _____ (agency name) elect option one.

Signature of authorized agent

Name of authorized agent

Telephone number

Option Two

Our agency will provide information to San Mateo County Mental Health Services (SMCMHS) so that SMCMHS 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 SMCMHS Billing Office with the completed "assignment" that indicates the client's permission for SMCMHS to bill their insurance.

We Mental Health Assn. of S.M. Co. (agency name) elect option one.

Melissa Platte
Signature of authorized agent

Melissa Platte
Name of authorized agent

(650) 368-3345 x 136
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, Business Systems Manager
Mental Health Services
225 37th Avenue
San Mateo, CA 94403
(650) 573-2284

Attachment D - Payor Financial Form

AGENCY NAME:		
Client's Last Name/MH ID # (if known)	First Name M.I.	Alias or other names Used
Client Date of Birth	Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, Social Security Number (Required)	26.5 (AB3632) <input type="checkbox"/> Yes <input type="checkbox"/> No IEP (SELPA) start date _____

Does Client have Medi-Cal? Yes No Share of Cost? Yes No Client's Medi-Cal Number (BIC Number)? _____
 Please attach copy of MEDS Screen If client is Full scope Mcal, skip the remaining sections of this form and fax to MIS/Billing Unit - 573-2110
 Is Client Potentially Eligible for Medi-Cal Benefits? Yes No Client Referred to Medi-Cal? Yes, give date: _____ No
 Is this a Court-ordered Placement? Yes No
 Does Client have Medicare? Yes No If yes, please check all that apply ___ Part A ___ Part B ___ Part D (effective 1/1/06)
 What is the Client's Medicare Number? _____

Responsible Party's Information (Guarantor):

Name _____ Phone _____ Relationship to Client _____ Self
 Address _____ City _____ State _____ Zip Code _____
 Refused to provide Financial Information and will be charged full cost of service.

FINANCIAL ASSESSMENT – Annual UMDAP (Uniform Method of Determining Ability to Pay)

Gross Monthly Income (include all in the Household) A. Self\$ _____ B. Parents/Spouse/Domestic Partner\$ _____ C. Other\$ _____ Number of Persons Dependent on Income _____	Allowable Expenses A. Court Ordered Monthly Obligation \$ _____ B. Monthly Child Care Payments (Only if Necessary for Employment) \$ _____ C. Monthly Dependent Support Payments \$ _____ D. Monthly Medical Expense Payments \$ _____ E. Monthly Mandated Deductions for Retirement Plan (Do not include Social Security).....\$ _____ F. Housing Cost (Mortgage/Rent) \$ _____
Asset Amount (List all liquid assets) A. Savings.....\$ _____ B. Checking.....\$ _____ C. Stocks.....\$ _____	

3rd Party HEALTH INSURANCE INFORMATION

Health Plan or Insurance Company (Not employer) Name of Company _____ Street Address _____ City _____ State _____ Zip _____ Insurance Co. phone number _____	Policy Number _____ Group Number _____ Name of Insured Person _____ Relationship to Client _____ Social Security Number of Insured Person (if other than client) _____
Does this Client have Healthy Families Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete San Mateo County Mental Health SED form.	Does this Client have Healthy Kids Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No Does this Client have HealthWorx Insurance.? <input type="checkbox"/> Yes <input type="checkbox"/> No

CLIENT AUTHORIZATION –This section is not required for Full scope Medi-Cal Clients

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not, 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 under 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

 Signature of Client or Authorized Person Date Reason if client is unable to sign

Client Refused to Sign Authorization: (Please check if applicable) Date _____ Reason _____

Name of Interviewer _____ Phone Number _____ Best Time to Contact _____
FAX COMPLETED COPY TO: MIS/BILLING UNIT (650)-573-2110

ENTERED BY	San Mateo County Mental Health Services Use Only	DATA ENTRY DATE
	CLIENT ACCOUNT #	

MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBILITY

Below are instructions for accessing the State's MEDS (Medi-Cal Eligibility Determination System) to determine eligibility and clearing share of cost through the internet. If you do not have access to the internet, please call Bernadette Ortiz (phone: 650-573-2712) or Analiza Salise (phone:650-573-2442) to verify eligibility.

Instructions for Obtaining Medi-Cal Eligibility Using Internet

- Double click on Internet Explorer
- Type in the address box: **<https://www.medi-cal.ca.gov/eligibility>**
- From the Login Center Transaction Services screen, enter
Userid: **usually 5 zeros followed by your provider number**
- Enter state assigned password – call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine Patient's Eligibility
- From Perform Eligibility screen fill in the following fields:
 - Recipient ID – enter the client's Social Security # (without dashes)
 - Date of Birth – enter the client's DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, enter today's date (mm/dd/yyyy)
 - Date of Service – enter the date on which the service is to be performed (mm/dd/yyyy)
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Instructions for Clearing Medi-Cal Share of Cost Using Internet

- Double click on Internet Explorer
- Type in the address box: <https://www.medi-cal.ca.gov/eligibility>
- From the Login Center Transaction Services screen, enter
Userid: **your provider number preceded by 5 zeros**
- Enter state assigned password - call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine
Share of Cost
- From Perform SOC screen fill in the following fields:
 - Recipient ID – enter the client’s Social Security # (without dashes)
 - Date of Birth – enter the client’s DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, and clearing service for the current month, enter today’s date. If you are clearing a retroactive service, you must have the BIC issue date. (mm/dd/yyyy)
 - Date of Service – enter service date for the “SOC Clearance.” (mm/dd/yyyy)
 - Procedure Code – enter the procedure code for which the SOC is being cleared. The procedure code is required. (90862, 90841, 90882, etc.)
 - Billed Amount – enter the amount in dollars and cents of the total bill for the procedure code. (ex. 100 dollars would be entered as 100.00). If you do not specify a decimal point, a decimal followed by two zeros will be added to the end of the amount entered.
 - Share of Cost Case Number – optional unless applying towards family member’s SOC case
 - Amount of Share of Cost – optional unless a SOC case number was entered
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Select SOC Case – this item affects how the Patient Recall button (described above) functions. Simply select the circle above the SOC case number that you want the Patient Recall button to use when it fills out the form. Note that the SOC case numbers are only available if the previous transaction was an Eligibility transaction.

The “Last Used” choice contains the SOC Case number that was used if the previous transaction was a SOC transaction. This is also a default choice if none are selected.

ATTACHMENT I

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

The undersigned (hereinafter called the "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.

Arlene Aquino
Name of 504 Person - Type or Print

Mental Health Association of San Mateo
Name of Contractor(s) - Type or Print

2686 Spring Street
Street Address or P.O. Box

Redwood City, CA 94063
City, State, Zip Code

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

Melissa Platto
Signature

Executive Director
Title of Authorized Official

8/30/2005
Date

*Exception: DHHS regulations state that:

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

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Mental Health Association of San Mateo County
Contact Person: Melissa Platte
Address: 2686 Spring Street
Redwood City, California 94063
Phone Number: 650-368-3345 x136 Fax Number: 650-368-9017

II Employees

Does the Contractor have any employees? Yes ___ No

Does the Contractor provide benefits to spouses of employees? Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 30th day of September, 2005, at Redwood City, CA.
(City) (State)

Melissa Platte
Signature

Melissa Platte
Name (Please Print)

Executive Director
Title

573
2481

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: August 25, 2005

TO: Steve Rossi, Risk Management/Insurance Division

FROM: Liz Kauk, Mental Health Services/PONY #MLH 322

CONTRACTOR: Mental Health Association of San Mateo County

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	\$ 1,000,000	<i>AK</i>
Motor Vehicle Liability:	\$ 1,000,000	<i>AK</i>
Professional Liability:	\$ 1,000,000	umbrella liability <i>AK</i>
Worker's Compensation:	\$ statutory	<i>AK</i>

APPROVE

WAIVE

MODIFY

REMARKS/COMMENTS:

Thanks for having
form complete. Rates
were around time 50
004.

Janine Kellon
SIGNATURE

Janine Kellon 8/29/05
Ins & Clm Mgr.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2005

PRODUCER (650)369-2921 FAX (650)369-2929
Boring-Johndrow-Leveroni-Vreeburg, Inc.
 Insurance Services
 845 Marshall St
 Redwood City, CA 94063

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Mental Health Association of San Mateo County**
 2686 Spring Street
 Redwood City, CA 94063

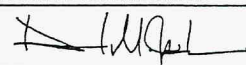
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits' Insurance Alliance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	2005-15812-NPO	07/01/2005	07/01/2006	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	2005-15812-NPO	07/01/2005	07/01/2006	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	2005-15812-UMB-NPO	07/01/2005	07/01/2006	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
All Operations. San Mateo County is named as additional insured with respect to the general liability.
 *Workers Compensation certificate will be issued directly by the carrier.

CERTIFICATE HOLDER	CANCELLATION
San Mateo County Mental Health Services Attention: John Kalyver 225 W. 37th Avenue San Mateo, CA 94403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Daniel Johndrow/KATHY 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>San Mateo County</p> <p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you received from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2005

GROUP: 000488
POLICY NUMBER: 0000867-2005
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 07-01-2006
07-01-2005/07-01-2006

MENTAL HEALTH SERVICES DIVISION OF
SAN MATEO COUNTY
225 W. 37TH AVE.
SAN MATEO CA 94403

NA

JOB: ATTN: MARY VOZIKES

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

MENTAL HEALTH ASSOCIATION OF SAN MATEO (A DBA:
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY
2686 SPRING ST
REDWOOD CITY CA 94063