

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND CAMINAR**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CAMINAR 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, the parties entered into an Agreement ("Original Agreement") for professional services on June 8, 2010; and

WHEREAS, on September 2, 2010, the Chief of the Health System approved an amendment to the Agreement increasing the maximum obligation by \$25,000 to a new maximum of \$6,593,875; and

WHEREAS, on January 11, 2011, your Board approved an amendment to the Agreement increasing the maximum obligation by \$107,853 to a new maximum of \$6,701,728; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a third time to increase funds for Avatar technical assistance, and reimburse expenses incurred by Linden Street fire, increasing the maximum obligation by \$117,937 to a new maximum of \$6,819,665.

WHEREAS, the parties wish to Amend and clarify that Original Agreement.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

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 SIX MILLION EIGHT HUNDRED NINETEEN THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$6,819,665).

2. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.
3. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
4. All other terms and conditions of the Original Agreement between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CAMINAR

Contractor's Signature

Date: _____

EXHIBIT A – SERVICES
CAMINAR
2010 – 2011

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

I. REHABILITATIVE MENTAL HEALTH SERVICES

A. Introduction

1. Rehabilitative Mental Health Services focus on client needs, strengths, and choices; the client is always involved in service planning and implementation. The goal of rehabilitation is to help clients take charge of their own lives through informed decision making. Integrated services are based on the client’s desired results from mental health services (long term goals) concerning his/her own life, and considering his/her diagnosis, functional impairments, symptoms, disabilities, life conditions, recovery, and rehabilitation readiness. Services are focused on achieving specific shorter term personal milestones (measurable objectives) to support the client in accomplishing his/her desired results.
2. Program staffing is multi-disciplinary and strives to reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons are encouraged to participate in the planning and implementation process to help the client meet his/her needs, choices, responsibilities and desires. Programs are designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.
3. Services are optimal when delivered to clients who live in housing of their own choice which matches their choices regarding substance use to safely maintain housing and supports. Single room occupancy is a highly valued housing choice by clients and is emphasized in resource development and integrated service planning.
4. Psychiatric services, medication support and service, and medical oversight will be provided by Contractor’s Medication Clinic Director.

B. Services

Contractor shall provide Crisis Residential Treatment Services, Transitional Residential Treatment Services, two adult Case Management Services programs (1) Intensive Case Management (REACH) and 2) New Ventures Case Management (New Ventures/Tehanan) which includes the Wellness and Recovery Action Partnership Program (WRAPP), Rehabilitation Services (including Supported Education Services and Supported Employment Services), and Young Adult Independent Living Program (YAIL) case management services. 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. The San Mateo County Behavioral Health and Recovery Services (BHRS) Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions of the County Documentation Manual shall prevail. All services are co-occurring capable, trauma-informed and recovery-oriented. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

1. Crisis Residential Treatment Services

Contractor shall provide a sixteen (16) bed, twenty-four (24) hour crisis residential treatment facility for clients with serious mental illness (SMI) with mental health and co-occurring disorders ("Crisis Residential Treatment Facility"). As of the effective date of this Contract the Crisis Residential Treatment Facility is known and referred to herein as Redwood House ("Redwood House"). Contractor shall provide therapeutic and/or rehabilitation services in a structured program as an alternative to hospitalization for clients experiencing an acute psychiatric episode or crisis, and who do not present medical complications requiring nursing care ("Crisis Residential Treatment Services"). Contractor shall support clients in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems, and will make available interventions which focus on symptom reduction and management and recovery.

- a. Contractor will provide clients admitted to the Crisis Residential Treatment Facility with a mental health assessment, and screen for substance use and trauma.
- b. Ongoing Crisis Residential Treatment Services shall include assessment/evaluation, integrated, client-centered plan development, therapy/counseling, rehabilitative mental health services, dual diagnosis assessment and treatment for substance use, collateral services, and crisis intervention.
- c. Contractor shall provide five thousand one hundred thirty-nine (5,139) client days (88% occupancy at Redwood House) of Crisis Residential Treatment Services to one hundred thirty-five (135) unduplicated clients during the term of this Agreement. A "client day" shall mean any and all services rendered by Contractor on behalf of one (1) client during any single day during which the client was present in the Crisis Residential Treatment Facility.
- d. Contractor shall welcome to the Crisis Residential Treatment Facility only those persons who are identified according to the following criteria:
 - i. Persons in acute psychiatric distress and co-occurring disorders who require immediate supervised crisis residential treatment and who, in the absence of such community-based treatment, would require admission to full-time inpatient psychiatric services.
 - ii. Minimally functioning clients who require supervised housing on an emergency basis while awaiting specific placement within community facilities.
- e. BHRS Division Adult Resource Management, working closely with acute inpatient psychiatric emergency services, and Contractor shall authorize persons for admission to the Crisis Residential Treatment Facility, and, in the case of multiple applications for admission, shall prioritize eligible persons for admission.

- f. BHRS Division Adult Resource Management will work closely with the Crisis Residential Treatment Facility staff and will meet weekly for utilization review and management of clients.
- g. Psychiatrist services will be provided. Duties include psychiatric assessment, medication services, client groups, staff consultation, liaison with other psychiatrists and educate clients with substance use issues how to take psychiatric medications safely.
- h. The Crisis Residential Treatment Facility will provide the following:
 - i. The ability to admit more than one person per day to the Crisis Residential Treatment Facility.
 - ii. Admission capability on weekends and after hours.
 - iii. The ability to admit some individuals from psychiatric emergency services:
 - 1) County will work together with Contractor to define which clients are appropriate admissions from psychiatric emergency services.
 - 2) County Resource Management team will work with psychiatric emergency services to complete licensing requirements prior to or within seventy-two (72) hours following a client's admission to the Crisis Residential Treatment Facility.
 - iv. A program structure that promotes life skills training, addresses co-occurring disorder issues via stage-matched substance abuse groups and mandatory group participation in at least 3 to 5 groups a day, 7 days a week.
 - v. Contractor shall provide 10 hours/week on site Psychiatric services. Psychiatrist shall consult with staff on medication and treatment issues and act as liaison between Primary Psychiatrists and Redwood House.

2. Transitional Residential Treatment Services

Contractor shall provide two (2) twelve (12) bed twenty-four (24) hour transitional residential treatment facilities for a total of twenty-four (24) beds for clients with serious mental illness (SMI) with mental health and co-occurring disorders (each a "Transitional Residential Treatment Facility" or collectively "Transitional Residential Treatment Facilities"). As of the effective date of this Agreement, the Transitional Residential Treatment Facility beds are distributed between the facilities known and referred to herein as Hawthorne House ("Hawthorne House") with twelve (12) beds, and Eucalyptus House ("Eucalyptus House") with twelve (12) beds. Treatment and/or rehabilitation services shall be provided in a structured therapeutic community at each Transitional Residential Treatment Facility and shall include a range of activities and services for clients who would be at risk of hospitalization, or other institutional placement, were they not in this residential program ("Transitional Residential Treatment Services"). Contractor shall support clients in their efforts to restore, maintain and apply interpersonal and independent living skills, and to access and link to community support systems. Contractor shall also make available interventions which focus on symptom reduction.

- a. Transitional Residential Treatment Services shall include co-occurring capable assessment/evaluation, integrated, client-centered plan development, therapy/counseling, rehabilitative mental health services, collateral services and crisis intervention.
- b. Contractor shall provide seven thousand four hundred sixty-six (7,466) client days which is the sum of three thousand seven hundred twenty-eight (3,728) client days at Hawthorne House at 85% capacity and three thousand seven hundred twenty-eight (3,728) client days at Eucalyptus House at 85% capacity of care. A "client day" shall be deemed to mean any and all Transitional Residential Treatment Services rendered by Contractor on behalf of one (1) client during any single day during which the client was present overnight at one of the Transitional Residential Treatment Facilities.
- c. The expected length of stay at a Transitional Residential Treatment Facility is six (6) months. Lengths of stay exceeding six (6) months will require a treatment extension authorization from County.

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

3. Case Management Services

- a. Contractor shall provide strength-based case management services (“Case Management Services”). Such Case Management Services shall focus on client needs, strengths and choices, and shall involve the client in service planning and implementation. The goal of Case Management Services is to help clients take charge of their own lives through informed decision making. Case Management Services shall assist the client in acquiring skills and support systems needed to function successfully in environments where they choose to live, learn, work and socialize.
- b. Contractor shall staff two Case Management Services programs, 1) Intensive Case Management (REACH) and 2) New Ventures Case Management (New Ventures/Tehanan) which includes the Wellness and Recovery Action Partnership Program (WRAPP) (as each is defined below). Staffing for the two Case Management Services programs operated by Contractor shall be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation, and other social characteristics of the community served. Staff for both Case Management Services shall include both licensed and non-licensed individuals who are trained to provide mental health services and welcome and address co-occurring disorders.
- c. Psychiatrist Services
 - i. 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.

- ii. An active caseload of one hundred seventy-five (175) clients shall be maintained. (An active client is defined as a person who has had at least one face-to-face contact with a psychiatrist within the previous ninety (90) days.).
- d. Intensive Case Management (REACH)
- i. Total number of clients in REACH shall not exceed an active case load of seventy (70) clients.
 - ii. Contractor shall provide an intensive case management program based on an assertive community treatment model to at least an active case load of fifty-five (55) individuals who are severely and persistently mentally ill (“Intensive Case Management (REACH)”). Clients with co-occurring disorders will be welcomed. Referrals for Intensive Case Management (REACH) are to be coordinated with the Resource Management Unit of BHRS.
 - iii. Contractor shall provide the following Intensive Case Management (REACH) services:
 - 1) Maintain an approximate ratio of one (1) staff member to ten (10) clients.
 - 2) Provide comprehensive assessment, integrating medical, psychological and social factors, of the clients’ service needs.
 - 3) Provide community-based medication support services (“Medication Support Services”). Such Medication Support Services shall include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness, with education on medication safety for clients using substances, and shall be provided by a staff person within the scope of practice of his/her profession.

- a) Contractor shall provide ninety thousand (90,000) minutes of Medication Support Services and maintain an active caseload of fifty (50) clients.
 - b) Eligibility for Medication Support Services shall be confined to persons who are in need of medication support services as determined by a clinical assessment.
- 4) Develop service integrated plan based on comprehensive assessment.
 - 5) Advocate and assist clients in obtaining services needed to promote independent living in the community.
 - 6) Twenty-four (24) hour, seven (7) day a week crisis response capability, including in-home support services, and services at other community sites as appropriate for maintaining clients in the community.
 - 7) Integration of harm reduction philosophy when working with clients who have substance abuse issues.
 - 8) Facilitate clients' involvement in self-help and peer support services/activities.
 - 9) Housing services based upon maximizing clients' choice and support for the most independent living arrangement possible that accounts for clients' choices around substance use. Consultation with landlords as appropriate.
 - 10) Facilitate vocational assessment, job development, supported employment and competitive employment.
 - 11) Money management, including representative payee services, as appropriate; income maintenance services and assisting clients with budgeting.
 - 12) Facilitate linkage to supported education programs.
 - 13) Facilitate linkage to socialization and recreation programs.
 - 14) Provide transportation, as needed, to implement clients' individualized service plan.

- iv. REACH at North County.
Contractor will provide Supplemental Case Management Services as described below:
 - 1) Referrals will be accepted from North County to provide intensive case management services to clients who are open to the North County Regional Clinics.
 - 2) North County Regional case managers will develop the integrated plan of care to be implemented by the Contractor's case managers. Typical Case Management activities will be strength-based and recovery-oriented and will include community based supportive visits, crisis response, assistance with activities of daily living, transportation assistance, and assistance with maintaining housing. Medication monitoring is included activity.
 - 3) Contractor will open the case and document and bill for Case Management services as appropriate.
 - 4) Contractor will participate in meetings to develop procedures as necessary and will assist in evaluation of the Case Management services.

- v. Contractor shall provide five hundred thousand (500,000) minutes of case management to eighty (80) unduplicated adult clients.

- e. New Ventures Case Management (New Ventures/Tahanan) and Wellness and Recovery Action Partnership Program (WRAPP)
 - i. Contractor shall provide community-based case management services to an average of two hundred thirty-four (234) seriously and persistently mentally ill (SMI) clients with mental health and co-occurring disorders who are in the community (apartment, board and care home, hotel, etc.) ("New Ventures Case Management" or "New Ventures Case Management (New Ventures/Tahanan)"). For New Ventures Case Management, Contractor shall maintain an approximate ratio of one (1) staff member to twenty-six (26)

clients. New Ventures Case Management shall include supportive counseling and coordination of resources (medical, psychiatric, social, vocational, educational and housing) necessary to enhance client's potential successful community living.

- ii. As part of New Ventures Case Management, Contractor shall provide housing and support services at Tahanan, an apartment complex which provides supportive housing, for clients who are unable to live independently but who do not require twenty-four (24) hour care.
- iii. As part of New Ventures Case Management, Contractor shall provide community-based medication support services ("Medication Support Services"). Such Medication Support Services shall include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness, and shall be provided by a staff person within the scope of practice of his/her profession.
 - 1) Contractor shall provide ninety thousand (90,000) minutes of Medication Support Services and maintain an active caseload of one hundred twenty-five (125) clients.
 - 2) Eligibility for Medication Support Services shall be confined to persons who are in need of medication support services as determined by a clinical assessment.
- iv. Contractor shall provide seven hundred thirty-five thousand (735,000) minutes of New Venture Case Management to at least two hundred fifty-four (254) unduplicated adult clients.
- v. Contractor will provide additional services, described below, to a sub-population of the clients to whom Contractor provides New Venture Case Management services. Such additional services are known as Wellness Recovery Action Partnership Program ("WRAPP") services. For WRAPP services Contractor shall maintain an approximate ratio of one (1) staff member to forty (40) clients.

- 1) Participants in the WRAPP services will be identified using the following criteria:
 - a) No hospitalizations within the last 12 months.
 - b) Demonstrated interest in preparing a wellness recovery action plan and participating in on-going groups and activities to support recovery.
 - 2) Participants will accomplish the following goals:
 - a) Prepare individual wellness recovery action plans.
 - b) Work with a benefits consultant to develop plans for financial self-sufficiency.
 - c) Work with Contractor's Job Plus and Supported Employment staff to develop employment and educational goals
 - d) Develop skills in learning how to access community resources independently.
 - e) Develop a social activities calendar with at least ten (10) activities per year.
 - f) Assess their level of need for on-going system of care services with the intention of developing exit strategies, i.e. obtaining medications from a network physician rather than a regional clinic.
 - 3) Contractor shall insure that WRAPP participants meet individually and/or in groups to carry out the program objectives outlined above. All WRAPP activities will be coordinated by a single New Ventures Case Management manager who will have responsibility for participants in this program. Approximately ten (10) hours per week of WRAPP support will be provided by Contractor.
4. Rehabilitation Services (Supported Education Services, Supported Employment Services, and Training and Consulting)

a. Supported Education Services

- i. Contractor will provide case management and support services for a supported education program on the College of San Mateo campus to students with psychiatric disabilities and co-occurring disabilities (“Supported Education Services”). In addition, Contractor will teach three specialized classes on a rotating basis throughout the year: Wellness and Recovery, Peer Counseling, and Advanced Peer Counseling.
- ii. A minimum of two courses will be designed for and taught to adults with mental illness and co-occurring disorders each semester at a community college. The instructor will conduct an evaluation of each class at the end of the semester.
- iii. Contractor shall provide twelve thousand (12,000) minutes of Supported Education Services and Supported Employment Services (as described below) to one hundred (100) unduplicated adult clients.

b. Supported Employment Services

Contractor shall provide supported employment and job placement services to County adults with mental illness and co-occurring disorders in the Jobs Plus program (“Supported Employment Services”). Employment specialists assist consumers in preparing for employment and developing job skills. Job developers find positions for consumers in the business community. Once employment is secured, support is offered for the duration of the job. All clients referred to Supported Employment Services, regardless of level of disability, will be offered employment services through Jobs Plus.

- i. Contractor will be an active participant in San Mateo County co-op with BHRS, VRS and California Department of Rehabilitation.
- ii. Contractor will achieve all outcomes as stated in the annual Co-op agreement.

- c. Enhanced Supported Education Services for Transitional Age Youth
 - i. Contractor will provide enhanced supported education services (“Enhanced Supported Education Services”) to approximately twenty (20) transition age youth ages 18-25 (“Transition Age Youth” or “TAY”) referred by the FSP Provider (as defined in Paragraph I.B.4.b.ii below) and approximately twenty (20) TAY identified by Contractor. All such TAY shall have emotional and behavioral difficulties and TAY with co-occurring disorders will be welcomed. Outreach to TAY who are still in high-school or who have dropped out will be provided. The focus of these services will be to engage each TAY in educational or vocational activities that will lead to completion of educational plans and employment.
 - ii. Contractor shall work in partnership with the Mental Health Services Act (“MHSA”) funded Full Service Partnership (“FSP”) provider (“FSP Provider”) who has been selected to provide TAY services.
 - iii. Delivery Components
 - 1) Summer Academy: Contractor will provide a “Summer Academy” which will be a quasi-educational program to help students build their confidence and self-esteem so that they will have a better chance of being successful in school and employment. A team teaching model will be employed which utilizes peer counselors, a core instructor, case management services, and guest speaker/mentors.
 - 2) Transition to College classes: Contractor will provide two “Transition to College” classes, in addition to the classes that the Contractor provides as described in Paragraph I.B.4.a. above.

- 3) Academic Counseling: Contractor will coordinate with Disabled Students Programs to provide a Master's level academic counseling intern to offer academic counseling, develop student individual educational plans (IEP), oversee completion of required DSPS paperwork, and provide personal support to TAY students.
- 4) Linkage to employment: Contractor will provide services that link students with employment services.

5. Young Adult Independent Living Program (YAIL) Services

- a. Contractor shall provide co-occurring capable, intensive support services to transition age youth, ages 18-25 years ("Young Adult Independent Living Program (YAIL)" or "YAIL"). YAIL services are welcoming to specific needs of the TAY population, recovery-oriented and include intensive case management with an emphasis on education, employment, and the development of independent living skills. Contractor shall provide participants with assistance with housing. Participants may reside in the community or in a 4-unit apartment complex located in Redwood City. Contractor shall provide on-site counseling staff to be available twenty-four (24) hours a day, seven (7) days a week for residents in such Redwood City apartment complex.
- b. Contractor shall provide one hundred sixty-two thousand two hundred forty (162,240) minutes of YAIL services to twenty-one (21) unduplicated clients. Such minutes are calculated based on 65% of 2 FTE's. For YAIL services Contractor shall maintain an approximate ratio of one (1) case manager to ten (10) clients.

6. Property Management

County agrees and acknowledges that Contractor owns and leases property used to provide permanent and transitional housing for adults with serious mental illness (SMI) with mental health and co-occurring disorders. Contractor will screen clients for eligibility as property residents and provide services ("Property Management") which include:

- a. Assisting clients in locating and acquiring safe affordable housing. Caminar property management staff will help clients negotiate rental agreements, mediate landlord-tenant issues and establish and maintain utilities. Caminar shall also lease and sublease apartments to clients enabling them to establish a positive rental credit history.
- b. Caminar property management staff shall collect and pay rents. They will work with the Housing Authority to acquire, manage and maintain all Caminar Shelter Plus Care contracts. They shall help clients acquire and maintain Section 8 housing vouchers, ensure basic household maintenance, perform rental unit inspections and when necessary, pursue a legal eviction.
- c. Caminar Property Management shall provide and maintain property liability insurance on all units.
- d. Caminar Property Management staff shall work closely with Caminar case managers and peer counselors to provide an integrated support service with independent living skills training and access to community resources that enable clients to maintain and retain their housing.
- e. Caminar Property Management will provide housing options and client choice which are vital service components in support of client self determination and successful community integration.

II. SAN MATEO CONTRACTORS' ASSOCIATION GRANT FUNDING

A. Introduction

1. The parties acknowledge and agree that Contractor is the fiscal agent for an association of community based organizations known as the San Mateo Contractors' Association (the "Association"). By definition Association members individually contract with BHRS and are current on their respective Association membership dues ("Association Members").
2. Contractor shall provide accountability and oversight of a program (the "Program") the goal of which is for each Funding Recipient (as defined in Paragraph II.B.3.a.) to be able to:

- a. Organize itself to provide standardized identification, and integrated models of treatment for trauma and co-occurring disorders;
 - b. Improve its capacity to incorporate evidence-based practices into day-to-day resources;
 - c. Improve its cultural competency; and
 - d. Improve its capabilities to collaborate, partner and share resources and information with other Association Members.
3. Contractor shall provide accountability and collect data on each Funding Recipient's (as defined in Paragraph II.B.3.a.) progress toward the following outcome:

Objective: A minimum of seventy-five percent (75%) of Funding Recipients' staff who provide direct services will participate in training and obtain new skills related to providing services to individuals with trauma and co-occurring disorders.

Measurement: Training activities related to providing Services to individuals with trauma and co-occurring disorders attended by Funding Recipients' staff who provide direct services will be recorded.

Data collection to be completed by Contractor.

B. Program Participation Eligibility and Application

1. Association Members whose individual contract with BHRS is or will be equal to or greater than FIFTY-THOUSAND DOLLARS (\$50,000) for FY 2010-11.

- a. An Association Member whose individual contract with BHRS is or will be equal to or greater than FIFTY-THOUSAND DOLLARS (\$50,000) for FY 2010-11, and who has initiated the self-assessment of co-occurring capability development evaluation (“COMPASS™”) and identified an action plan for improvement may apply to the Association for a grant of up to TEN THOUSAND DOLLARS (\$10,000) to be used by such Association Member to accomplish Program goals.
 - b. Such application shall take the form of a letter which shall include a budget, stated outcomes, and a description of how such Association Member will use the funds to address next steps or action plan activities identified through COMPASS™. In addition, the description shall include how such Association Member will use the funds to:
 - i. Allow such Association Member’s staff to participate in BHRS system transformation activities, and/or
 - ii. Initiate internal training activities on the topic of or related to identification of and providing services to individuals with co-occurring disorders.
2. Association Members whose individual contract with the BHRS is or will be less than FIFTY THOUSAND DOLLARS (\$50,000) for FY 2010-11.
- a. An Association Member whose individual contract with the BHRS is or will be less than FIFTY THOUSAND DOLLARS (\$50,000) for FY 2010-11 may apply to the Association for a grant of up to TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) to be used by such Association Member to accomplish Program goals.
 - b. Such application shall take the form of a letter which shall include a budget, stated outcomes, and a description of how such Association Member will use the funds to complete the COMPASS™ and identify an action plan for improvement. In addition, the description shall include how such Association Member will use the funds to:
 - i. Address next steps or action plan activities identified through COMPASS™,

- ii. Allow such Association Member's staff to participate in BHRS system transformation activities, and/or
- iii. Initiate internal training activities on the topic of or related to identification of and providing services to individuals with trauma and co-occurring disorders.

3. Determining Funding Recipients ("Funding Recipient(s)")

- a. On a monthly basis a review committee of Association Members including representatives of children/youth services and adult services ("Review Committee") will review grant applications from Association Members and make recommendations for funding to the Association's Executive Committee (the "Executive Committee"). The Executive Committee will make the final determination as to funding recipients ("Funding Recipient(s)") and grant amounts. The Executive Committee will be comprised of the Association's President, Vice President and Secretary/Treasurer. A BHRS representative will be invited to participate in the Executive Committee meetings to review the final grant applications.
- b. Eligibility for additional funding for a particular Funding Recipient shall be contingent upon such Funding Recipient's successful completion of their respective goals.
- c. In order to be considered by the Executive Committee, grievances regarding grant funding decisions must be submitted in writing to the Executive Committee for review.

C. Contractor staff

Contractor will hire a consultant, either an individual or a firm, ("Consultant") to provide up to one hundred ninety-four (194) hours of service relative to the Program. Specifically the Consultant shall:

1. Provide preliminary screening of Association Member grant applications prior to such grant applications being submitted to the Review Committee. The purpose of the screening is to assure that grant applications are complete and that the particular Association Member is eligible for funding.
2. Coordinate and disseminate information to all Association Members on available County training.
3. Serve in lieu of independent change agent for “smaller” Association Members, attend organized “change agent” meetings and trainings, collect training information and materials, and serve as liaison between “smaller” Association Members and the BHRS co-occurring disorders training staff.
4. Provide at least one training per Association Member on the topic of or related to providing services to individuals with trauma and co-occurring disorders.
5. Collect data and materials necessary to complete periodic reports and a final report on Program outcomes for the year. A final report will be prepared which identifies new or expanded needs of the Funding Recipients relative to the Program goals. Provide grant funding status report to the Association President and BHRS within 30 days of the end of FY 2010-11.

III. AVATAR TECHNICAL ASSISTANCE

- A. Contractor will hire a consultant, either an individual or a firm, (Consultant) to provide up to one thousand four hundred ninety-five (1,495) hours of service relative to the Contractor’s Association implementation of the BHRS Electronic Medical Record (EMR) software Avatar. Specifically the Consultant shall:
 1. Manage communication with members of the Contractor’s Association regarding installation, testing, workflow and maintenance around use of the Avatar software.
 2. Create a list of technical and end user contacts for members of Contractors’ Association. Create an inventory of the member organizations’ technical assets and abilities. Consultant shall also recommend methods to maintain the contact list and inventory.

3. Manage development, testing and documentation of any development required for implementation of Avatar for members of the Contractors' Association.
 4. Manage any additional rollout of Avatar to former BHRS VAX MIS users. This work will include providing technical support, reviewing and revising end user documentation, and arranging training utilizing scheduled Avatar classes.
 5. Manage a workgroup of members of the Contractors' Association to develop models of expanded use of Avatar appropriate for the work of different members.
 6. Manage the implementation of the expanded models of Avatar use for members of the Contractors' Association.
- B. Contractor shall seek new venues and opportunities to make presentations during the term of this Agreement. Outreach efforts shall be made to, but not limited to, faith-based organizations, service clubs and local advocacy organizations.
- C. Contractor will work with BHRS implementing Avatar for its AOD service providers in the following areas:
1. Workflow
 - a. Document existing workflow
 - b. Create new workflow by mapping existing workflow to Avatar
 - c. With workgroups, determine usability of new workflows
 - d. Make adjustments as needed based on workgroup feedback
 2. Participate with the NIATx Learning collaborative
 3. Avatar form and report design
 4. Avatar system testing
 5. Training
 - a. Review AOD training documentation

- b. Identify users who require training
 - c. Assist in end user training sign-up and scheduling
 - d. Assist with classroom training
- 6. Rollout support – on site and remote support
- 7. Communication
 - a. Act as primary contact for Contracted Providers
 - b. Develop communication materials to keep users informed of project
- 8. Contracted Provider technology upgrades
 - a. Review technology infrastructure of AOD County Based Organizations (CBO)
 - b. Recommend technology upgrades for AOD CBO
 - c. Work with ISD to spec and order equipment
 - d. Consult with AOD CBO regarding installation of equipment
- 9. Other related duties as assigned

IV. “SEEKING SAFETY” FOR TRANSITION AGE YOUTH

- A. Seeking Safety is an approach to help people attain safety from trauma/PTSD (Post Traumatic Stress Disorder) and substance abuse. Seeking Safety is a manualized intervention (also available in Spanish), providing both client handouts and guidance for clinicians. Services are conducted in a group and/or individual format; with diverse populations; for women, men, and mixed-gender groups; utilizes up to twenty-five (25) topics included in the model that may be conducted in any order and according to assessed need; in a variety of settings; and for both PTSD and substance abuse/dependence. It may also been used with people who have a trauma history, but do not meet criteria for PTSD.
- B. The key principles of Seeking Safety are:

1. Safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions);
2. Integrated treatment (working on both PTSD and substance abuse at the same time);
3. A focus on ideals to counteract the loss of ideals in both PTSD and substance abuse
4. Four content areas: cognitive, behavioral, interpersonal, case management
5. Attention to clinician processes (helping clinicians work on counter-transference, self-care, and other issues)
6. Collaboration with all systems of care staff involved with the youth and family (e.g., Behavioral Health and Recovery Services, Health Insurance, Child Welfare, Juvenile Justice, and/or Education).
7. Coordination with primary care physician.
8. Facilitate access for parents in need of mental health or substance abuse support to services, interfacing with adult mental health or alcohol and other drug services when family members meet mental health and/or alcohol and other drug criteria or referring them to primary care or community resources.

These services will be targeted toward Transition Age Youth through their contacts with community based organizations.

C. Population to be Served

The program will be open to all at-risk youth being served in the community based sites selected as locations of service. However, it is targeted to Asian/Pacific Islander, Latino and African American youth who experience or have experienced trauma.

D. Evaluation

1. Tracking logs and use of tools will be part of the contractual responsibilities of the agency(ies) delivering services.

2. BHRS will work with agency representatives early in the planning process to develop the evaluation plan. This group will be responsible for final selection of the tools to be used, the key elements of the tracking logs, and the timetable for submission of documentation, at the County's discretion.

V. LINDEN STREET

County will reimburse Contractor for out of pocket expenses incurred by the fire at the Linden Street apartments.

VI. ADMINISTRATIVE REQUIREMENTS

- A. Paragraph 13 of the Agreement and Paragraph T.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 BHRS, 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 BHRS Deputy Director, Adult and Older Adult 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 (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the Documentation Manual (as defined in Paragraph I.B. of this Exhibit A).
- 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. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) 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/pubsdoco/publications/bulletins/part1/part1bull_1.asp
- I. Advance Directives

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

J. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

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 Mental Health Compliance Plan and Code of Conduct. These documents are available at www.sanmateo.networkofcare.org/mh by following the links: "For Providers" to "Service Provider Forms and Documents." 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 BHRS 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.

VII. GOALS AND OBJECTIVES

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

A. Crisis Residential Treatment Services (Redwood House)

Goal: To increase or maintain the probability of clients remaining in the community and decreasing referrals to psychiatric emergency services (PES).

Objective: No more than five percent (5%) of the clients receiving Crisis Residential Treatment Services shall be referred to psychiatric emergency services (PES).

Data collection to be completed by Contractor.

B. Transitional Residential Treatment Services

Goal: To increase or maintain the probability of clients remaining in a community-based setting.

Objective: At least seventy percent (70%) of clients discharged after completion of six (6) months or more of treatment in Transitional Residential Treatment Services program shall be discharged to more independent living.

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

C. Case Management programs

Case Management programs (i.e. Intensive Case Management (REACH) and New Venture Case Management) and Young Adult Independent Living Program (YAIL)

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 III. C. shall be hospitalized

Data collection to be completed by Contractor.

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 III.C. shall become homeless.

Data collection to be completed by Contractor.

3. Enhanced Supported Education Services for Transitional Age Youth (TAY).

Goal: To increase the educational outcomes of TAY who are part of the FSP.

Objective: At least eighty-five percent (85%) of TAY will achieve a grade point average of two point zero (2.0) or greater after completion of one year of Enhanced Supported Education Services.

Objective: At least eighty-five percent (85%) of TAY will score higher on the Quality of Life Assessment after completion of one year of Enhanced Supported Education Services than they scored at their enrollment into the program.

Objective: At least eighty-five percent (85%) of TAY will score higher on the Development Assets Assessment after completion of one year of Enhanced Supported Education Services than they scored at their enrollment into the program.

Data collection to be completed by Contractor.

4. 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 clients in each of the programs listed above in this Paragraph III.C. who are working in paid or unpaid positions, or actively seeking employment.

Data collection to be completed by Contractor.

5. Property Management

Goal: To provide stable housing alternatives for clients served in treatment programs administered under this Agreement.

Objective: At least eighty percent (80%) of property management clients will maintain their residences for at least twelve (12) months.

Data collection to be completed by Contractor

6. 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 III.C. shall be incarcerated.

Data collection to be completed by Contractor

D. 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.

E. Seeking Safety

Goal: Reduce co-occurring and substance abuse and trauma-related symptoms in high risk transitional age youth (TAY) through the provision of Seeking Safety groups delivered in a variety of community settings.

Objective 1: The provider shall deliver a minimum of eleven (11) Seeking Safety groups in community settings.

Objective 2: Reduce co-occurring substance abuse and trauma-related symptoms by twenty percent (20%) in TAY participants that have completed the Seeking Safety program.

EXHIBIT B – PAYMENTS AND RATES
CAMINAR
2010 – 2011

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. Rehabilitative Mental Health Services

1. County shall not pay or be obligated to pay more than the amounts listed below for each component of service described in Paragraph I of Exhibit A:

Crisis Residential Treatment Services	\$1,359,500
Transitional Residential Treatment Services	1,202,000
Case Management	
Intensive Case Management (REACH) and Supplemental Case Management	1,565,690
New Ventures Case Management	1,370,000
Wellness Recovery Action Partnership	37,500
Rehabilitation Services	
Supported Education and Employment Services	210,000
Enhanced Supported Education Services for TAY	164,490
Young Adult Independent Living (YAIL)	351,000
Property Management Subsidized Housing Program	<u>200,105</u>
TOTAL	<u>\$6,460,285</u>

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 described in Section I of Exhibit A. Unless otherwise authorized by the Chief of the Health System or the Chief’s designee, the rate of payment by County to Contractor for the services described in Paragraph I of Exhibit B shall be one-twelfth (1/12) of the total obligation per month for the term of this Agreement.

B. San Mateo Contractors' Association Grant Funding

1. Subject to the availability of State funding for services as described in Section II of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED NINETY DOLLARS (\$108,590) for the San Mateo Contractors' Association grant funding and associated administrative costs ("Grant Funds"). This amount shall include the following maximums:
 - a. Contractor may pay Consultant (described in Paragraph II), up to SIXTY-SEVEN DOLLARS (\$67) per hour for a maximum of THIRTEEN THOUSAND DOLLARS (\$13,000).
 - b. Contractor may be reimbursed for administrative costs incurred as a result of administering the Grant Funds up to eight percent (8%) of the Grant Funding, not to exceed EIGHT THOUSAND SIX HUNDRED EIGHTY-SEVEN DOLLARS (\$8,687).
2. 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.

C. Avatar Technical Assistance

1. Subject to the availability of State funding for services as described in Section III of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$137,790) for the implementation of the Avatar program to members of the San Mateo Contractors' Association.
 - a. For the period of September 1, 2010 through December 31, 2010:

Contractor may pay Consultant as described in Section III of Exhibit A, EIGHTY DOLLARS (\$80) per hour for a maximum of five hundred seventy-five hours (575) not to exceed FORTY-SIX THOUSAND ONE HUNDRED SIXTY DOLLARS (\$46,160).

- b. For the period of January 1, 2011 through June 30, 2011:

Contractor may pay Consultant as described in Section III of Exhibit A, EIGHTY DOLLARS (\$80) per hour for a maximum of one thousand twelve hours (1,012) not to exceed EIGHTY THOUSAND NINE HUNDRED SIXTY DOLLARS (\$80,960).

The maximum amount that County shall pay Contractor for technical support shall not exceed ONE HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$126,720).

- c. Travel Expenses

For the period September 1, 2010 through December 31, 2010:

Contractor may pay Consultant up to FOUR HUNDRED DOLLARS (\$400) for travel reimbursement.

For the period January 1, 2011 through June 30, 2011:

Contractor may pay Consultant up to FIVE HUNDRED DOLLARS (\$500) for travel reimbursement.

The maximum amount that County shall pay Contractor for travel reimbursement shall not exceed NINE HUNDRED DOLLARS (\$900).

- d. Contractor may be reimbursed for administrative costs incurred as a result of administering the Grant Funds up to eight percent (8%) of the Grant Funding, not to exceed TEN THOUSAND ONE HUNDRED SEVENTY DOLLARS (\$10,170).

D. Seeking Safety Services

Subject to the availability of State funding for services as described in Section IV of Exhibit A, Contractor shall receive a maximum of EIGHTY-THREE THOUSAND DOLLARS (\$83,000) for the implementation of the "Seeking Safety" for Transitional Age Youth. This amount shall include the following maximums:

1. Contractor will be paid a one time start up cost not to exceed THIRTEEN THOUSAND DOLLARS (\$13,000). Payment shall be made following receipt of invoice.
2. Contractor will be paid THIRTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$38,750) in seven monthly payments. Payment shall be made following the provision of services in the amounts identified below.

Month	Amount
December	\$5,535.71
January	5,535.71
February	5,535.71
March	5,535.71
April	5,535.72
May	5,535.72
June	5,535.72
Total	\$38,750.00

3. County shall pay TWO HUNDRED FIFTY DOLLARS (\$250) for up to a maximum of one hundred-twenty-five (125) groups. The maximum Fee For Service payment shall be THIRTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$31,250). Payment shall be made monthly following receipt of invoice for services provided.
4. In no event shall the total obligation of the County for payments for this period Seeking Safety Services exceed EIGHTY-THREE THOUSAND DOLLARS (\$83,000).

E. LINDEN STREET

County shall reimburse Contractor for out of pocket expenses incurred in the Linden Street apartment fire not to exceed THIRTY THOUSAND DOLLARS (\$30,000).

- F. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX MILLION EIGHT HUNDRED NINETEEN THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$6,819,665).
- G. Contractor's annual 2010-2011 budget is attached and incorporated into this Agreement as Exhibit C.

- H. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph C of this Exhibit B.
- I. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- J. 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.
- K. In the event this Agreement is terminated prior to June 30, 2011, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- L. 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.
- M. Monthly Reporting
 - 1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service.
 - 2. The summary ("Summary") shall include data on caseload, units of service, type of housing provided, vacancy rate, and other evaluative information as requested by County. Such Summary will accompany the invoice described above. The Summary shall become incorporated into an annual (fiscal year-end) report which shall include such information as the Chief of the Health System or the Chief's designee requires to permit reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.
 - 3. In addition Contractor shall provide back-up to the invoice. Such back-up shall be in the form of:

- a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - b. County approved form(s) or electronic format which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided and duration of service (days/hour/minute format).
4. County reserves the right to change the Service Report Forms, Summary, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.
- N. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- O. In the event of a decrease in the Short-Doyle/Medi-Cal Maximum Reimbursement Rates for services provided pursuant to this Agreement, Contractor agrees to either accept rate(s) not to exceed the Short-Doyle/Medi-Cal Maximum Reimbursement Rates or to discontinue provision of these services as of the effective date for the new rate(s) is/are less than the rate(s) established in this Agreement, it is agreed the rate(s) will be changed to the Short-Doyle/Medi-Cal Maximum Reimbursement Rates. In no event shall the compensation rate(s) for services provided under this Agreement exceed the Short-Doyle/Medi-Cal Reimbursement Rates.
- P. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

Q. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

R. 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 BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

S. 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 BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph R 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 C of this Exhibit B.

T. Election of Third Party Billing Process

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

1. Option One

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

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

2. Option Two

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

T. Beneficiary Billing

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

U. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____, 20____

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph IV.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

V. Rollover

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

1. Contractor shall submit a summary calculation of any savings ninety (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 BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.
5. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

W. Substance Abuse and Mental Health Services (“SAMSHA”) Grant

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

1. Funding must be used according to the following criteria:
 - a. Services must be provided to residents principally residing in a defined geographic area (referred to as service areas);
 - b. Outpatient services, including specialized outpatient services for children, the elderly, individuals with a serious mental illness, and residents of the service areas of the centers who have been discharged from inpatient treatment at a mental health facility;
 - c. 24-hour-a-day emergency care services;
 - d. Day treatment or other partial hospitalization services, or psychosocial rehabilitation services;
 - e. Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission;
 - f. Mental health services shall be provided, within the limits of the capacities of the centers, to any individual residing or employed within the service area regardless of ability to pay for such services; and
 - g. Mental health services of the center are available and

accessible promptly, as appropriate and in a manner that preserves human dignity and assures continuity and high quality care.

2. Funds may not be expended for the following purposes:
 - a. To provide inpatient services;
 - b. To make cash payments to intended recipients of health services;
 - c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
 - d. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
 - e. To provide financial assistance to any entity other than a public or nonprofit private entity.

3. Certifications

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

- a. Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment 2)
- b. Certification Regarding Environmental Tobacco Smoke (Attachment 3)