

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY**

THIS AGREEMENT, entered into this ____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and MENTAL HEALTH ASSOCIATION (MHA) 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 professional services hereinafter described for the Health System and Behavioral Health and Recovery Services.

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 2011-12 Budget
- Attachment C—Election of Third Party Billing Process
- Attachment D—Payor Financial Form
- Attachment E—Fingerprinting Certification
- 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 FIVE HUNDRED SIX THOUSAND EIGHT HUNDRED FORTY-THREE DOLLARS (\$1,506,843).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

This Agreement may be terminated by Contractor, the Chief of the Health System 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 insurance and to obtain such approval. The Contractor shall furnish the County 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 County 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 and Other Requirements

- 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. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. 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.

14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:

San Mateo County
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Mental Health Association of San Mateo County
3686 Spring Street
Redwood City, CA 94063

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY
EXHIBIT A
FY 2011-12

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 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. The Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Target 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 and co-occurring 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 Medial Center 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. BHRS 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. BHRS staff shall provide consultation to Contractor's staff as deemed appropriate by the BHRS Director or 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 (based on 94% occupancy) 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.
9. At least twenty (20) clients shall receive transitional case management services.

B. Outpatient Services/Rehabilitation Services

Contractor shall provide seriously mentally ill and co-occurring 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 (including dual diagnosis and co-occurring support groups), 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 three hundred fifty thousand (350,000) minutes of Outpatient Services/Rehabilitation Services to one hundred sixty-five (165) unduplicated adult clients. These numbers reflect all units of service, not only billable units of service.

3. Contractor shall provide at least a total of 150,000 billable units of service from outpatient services and rehabilitation services.
4. Referrals for Outpatient Services/Rehabilitation Services will be coordinated with BHRS Adult Resource Management and/or Adult Supervising Mental Health Clinician as designated by Adult Resource Management. These services will be provided to at least nineteen (19) residents of the St. Matthew residential hotel; at least twenty-two (22) residents of Belmont Apartments; and one hundred twenty-four (124) residents in scattered safe community housing.
5. Contractor shall provide community based case management services to an active case load of one hundred thirty (130) BHRS clients with a client staff ratio of not more than one (1) to twenty-four (24).
6. 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 least at 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, Stipend Fund, Pathways Flexible Fund, and Total Wellness Flexible Fund

1. 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 BHRS authorized requests for Flexible Funded goods and services, Contractor shall appropriate the amount requested to the specified vendor or to reimburse a provider.
2. Contractor shall manage the fiscal distribution of the Consumer/Family Member Stipend Fund of the Adult Services System of Care (“Stipend Fund(s)”). The Stipend Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Stipend Funds, Contractor shall appropriate the amount requested to the specified consumer/family member.
3. Contractor shall manage the fiscal distribution of the Flexible Fund of the program (“Pathways Flexible Fund”). The Pathways Flexible Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Pathways Flexible Funded goods and services, Contractor shall appropriate the amount requested to the specified vendor or to reimburse a provider.
4. Contractor shall manage the fiscal distribution of the Total Wellness Flexible Fund. This Fund shall be managed by Contractor under a separate account. Upon receiving BHRS authorized requests for Wellness Flexible funded goods, services, and consumer/family stipends, Contractor shall appropriate the amount requested to the specified vendor or reimburse a provider.
5. 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 BHRS Administration; and
 - c. Bonding insurance coverage costs (liability coverage separate from typical malpractice requirements).
6. Specific administrative activities shall include:

- a. Receiving and processing Flexible Fund, Stipend Fund, Pathways Flexible Fund, and Total Wellness Flexible Fund authorization forms;
- b. Issuance of checks to specified vendors, providers, or consumer/family members (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, Stipend Fund, Pathways Flexible Fund, and Total Wellness Flexible Fund expenditures; and
- e. Providing a six (6) month and final year report showing fund distribution for the General Flexible Fund, Housing Assistance funds, Stipend Fund, Pathways Flexible Fund and Total Wellness Flexible Fund.

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 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 fifteen (15) 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 Burlingame 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.

H. Mental Health Services Act Funded Full Service Partnership Housing Support Program

1. Description of Services for Housing Support Program

- a. Contractor shall provide housing services for Transition-Age Youth Full Service Partnership (“FSP”) Provider.
 - b. Contractor shall be responsible for managing service enriched housing that offers integrated housing and support services for the Housing Support Program geared toward achieving maximum levels of residential stability and improved health outcomes for enrollees.
2. Description of Anticipated Housing Support Program
- a. Locate and obtain needed units of housing.
 - b. Ensure that leased housing remains in clean, safe, and habitable condition.
 - c. Promote a “whatever it takes” attitude to ensure that seriously emotionally disturbed (“Seriously Emotionally Disturbed” or “SED”) and seriously mentally ill (“Seriously Mentally Ill” or “SMI”) clients are supported and encouraged to access and maintain housing.
 - d. Work seamlessly and flexibly with FSP Provider to ensure that tenants receive all practical chances and opportunities to remain housed. This will require the utilization of creative, harm reduction based techniques that go well beyond standard property management practices and activities.
 - e. Effectively manage relationship with property owners including timely payment of rent, monitoring and enforcement of lease provisions, and problem solving in the event of disruptive tenant behavior.
 - f. When all reasonable interventions have been exhausted, manage eviction, transfer, or the voluntary vacating of the unit in a timely, professional, and consistent manner in compliance with all State and local housing laws.
3. Populations to Be Served
- Populations to be served shall be:

- a. Twenty (20) individuals made up of youth ages 18 to 25 and emancipated minors ages 16 to 18 (collectively referred to as “Transition Age Youth” or “TAY”)
- b. SED and dually diagnosed Transition Age Youth at risk of or returning from residential placement or emancipating, with past juvenile justice or child welfare involvement.
- c. SED and dually diagnosed homeless Transition Age Youth and Transition Age Youth exiting school based, individual educational plan (IEP) driven services.
- d. Newly identified Transition Age Youth that are experiencing a “first break” and have been recently diagnosed with a psychotic disorder. This target population may or may not have had prior involvement with the mental health, juvenile justice and/or child welfare systems.

4. Housing Characteristics

- a. Contractor will ensure that tenants have safe, decent, affordable housing in a state of good repair, and that ongoing maintenance and repairs occur in a timely manner. Before leasing, each unit will be inspected by the Property Manager and Occupational Therapist (as each is defined in Paragraphs II.H.14.a.iii. and II.H.14.d. respectively, of this Exhibit A) to identify any deficits relating to housing occupancy standards (HOS). These items will require repair by the landlord prior to move-in.
- b. In addition to health and safety issues in identifying appropriate sites for housing, Contractor shall look at issues of access to transportation, banks, churches, parks, shopping and employment. All of these considerations will play a major role in identifying and selecting housing units for this project. On an individual basis, each unit must include a stove, refrigerator, smoke detectors, sufficient electricity to operate several appliances (at least 110 amps), window coverings, deadbolt locks, and the ability to have cable or satellite television and internet services.

5. Type of Housing

- a. The plan for identifying housing will incorporate both multiple units in single sites as well as single units in scattered sites located throughout San Mateo County so that tenants can access their health care and mental health care providers, may reside close to family and other supports, and can have opportunity and choice. These are all elements critical to successful housing.
- b. As appropriate, housing options will be identified which provide elements of assisted living and 24-hour care, semi-independent living, and/or board and care facilities.

6. Collaborative Approach

- a. Meetings between the Property Manager and the Program Supervisor (as each is defined in Paragraphs II.H.14.a.iii. and II.H.14.b., respectively of this Exhibit A), and the FSP Provider representatives will occur on a regular basis. County will ask each FSP Provider to assign one (1) person as the single point of responsibility for contact for that agency (“FSP Provider Administrator”). Contractor will also identify a primary person to serve as the single point of responsibility and contact for the Housing Support Program. These individuals will be responsible for the coordination of communication between the two (2) entities. Additionally, Contractor will be responsible for ensuring that the following specific activities occur:
 - b. Contractor staff will notify the FSP Provider staff of any problematic behavior or other circumstances that could lead to housing instability within 24 hours of becoming aware of such behavior or circumstance, including late payment of rent.
 - c. Contractor staff will meet with the FSP Provider staff for regularly scheduled meetings at a minimum of once per month.
 - d. No eviction proceedings will begin without prior notification and/or case conference with the FSP Provider.
 - e. Contractor’s Executive Director and Associate Director will meet with FSP Provider management on an as needed basis to resolve communication and other issues that arise between line staff.

- f. Contractor's Executive Director will meet regularly with BHRS Deputy Director for Child and Youth Services and the FSP Provider Administrator to review housing trends.
- g. BHRS Deputy Director for Child and Youth Services will be the arbiter of conflicting needs requests and determine housing priorities in consultation with Contractor and FSP Provider Administrator.

7. Client Selection and Placement

- a. A personal meeting with the tenant will be held to complete the screening process. This will focus on assessing the likelihood that any applicant will be able to meet the essential requirements of tenancy as expressed in the lease as follows:
 - i. To pay rent and any other charges in a timely manner.
 - ii. To care for and avoid damaging the unit and common areas, use the facilities and equipment in a reasonable way, to not create health or safety hazards, to report significant maintenance needs in a timely manner.
 - iii. To respect the personal and property rights of others.
 - iv. To not engage in criminal activity that threatens the health and/or safety of other residents or staff.
 - v. To comply with health and safety codes and necessary and reasonable rules and program requirements.
- b. Assessment for housing shall include a criminal justice background check, rental history and income verification. This will allow the rent to be set on a per person basis.
- c. If problems, issues or concerns arise, the Property Manager will meet with FSP Provider Administrator to determine if accommodations of some type are required.

8. Specific expectations pertaining to the rent-up process include:

After initial rent up and when a unit becomes vacant, Contractor will ensure that such unit is ready for occupancy within four (4) weeks. If there are extenuating circumstances that cause placement to happen later than four (4) weeks, Contractor will notify the County.

9. Rent And Tenant Relations

Contractor will meet the following objectives relating to rent collection and general tenant relations:

- a. Contractor will ensure that the Property Management Firm (as defined in Paragraph II.H.14.a.i.) will make themselves available by phone to tenants 24 hours a day/seven days per week.
- b. Contractor staff will be available by phone or in person during regular business hours to assist tenants with a broad range of issues related to housing stability.
- c. Contractor will establish a clear and consistent method for tenants to pay rent, including standard practices for providing notice to tenants regarding late payment.
- d. When appropriate, Contractor will establish a 3rd party rent payment mechanism for tenants.
- e. Contractor will develop and administer a client satisfaction survey that assesses tenant satisfaction with housing and property management services.
- f. Should it be necessary to begin the eviction process, Contractor will ensure that the Property Management Firm will proceed according to all legal statutes and requirements.

10. Eviction Prevention

Individuals who are deemed continuously disruptive will become the subject of a meeting to identify possible intervention to alleviate the problem. The participants in such meeting shall be the individual, the Property Manager, the Program Supervisor and the FSP Provider staff. Efforts will be made to determine if the disruption is the result of symptoms of illness, or if the resident is under the influence of alcohol or drugs when the disruption occurs. Meeting participants will seek to determine if there is a cause that can be ameliorated, reduced or eliminated to avoid eviction, and will develop a plan of action based on complete, accurate and factual documentation of the activity. In cases where disruptive behavior is a coping mechanism for symptoms which are never completely eliminated, participants will seek to identify housing that reduces interaction with others, while maintaining the necessary supports to keep the individual successfully housed.

11. Maintenance And Unit Habitability

- a. One hundred percent (100%) of the units will meet local building and health codes at time of initial rent-up.
- b. One hundred percent (100%) of the units will receive a thorough annual housing quality inspection including but not limited to inspections of smoke detectors, plumbing, gas, electricity and heating systems
- c. Any hazards or other unsafe or unhealthy conditions that are reported by tenant, landlord, or program personnel will be investigated within forty-eight (48) hours. Life/safety issues (including, but not limited to, heating, plumbing, and electrical systems) will be corrected within twenty-four (24) hours; non-emergency repairs will be corrected within fifteen (15) working days.
- d. One hundred percent (100%) of clients needing accessibility modifications will receive them prior to move-in.
- e. After thirty (30) days of trying to resolve a unit habitability issue, if a suitable resolution has not occurred, Contractor will report such occurrence to BHRS Deputy Director for Adult and Older Adult Services.

12. Landlord Relationship

- a. Contractor will ensure that the Property Management Firm responds to all non-emergency complaints or calls for assistance from program landlords within twenty-four (24) hours.
- b. Contractor will ensure that the Property Management Firm will respond to all emergency calls from landlords within two (2) hours.
- c. Contractor will ensure that all landlords receive their rent each month on or before the date stipulated in the rental agreement.
- d. Contractor will enter into rental agreements for all independent housing units rented and such agreement will include all customary tenant/landlord provisions.
- e. Contractor will make all reasonable efforts to maintain positive relationships with program landlords.

13. Furnishings

- a. At the point of assessment, the Property Manager, the Program Supervisor, and FSP Provider staff will work collaboratively upon referral to identify the most appropriate sites, required community amenities and resident needs. This information will all be used to create or find the optimal setting for each individual.
- b. All units will have a base level of amenities and Contractor will make every effort to obtain donated furnishing for tenants of this program. Only items of good quality or better will be accepted and used. Contractor will not be responsible for storage or transportation of items.

14. Staffing Operations

- a. Property Management

- i. The parties agree and acknowledge that Contractor will contract with a property management firm to provide property management services (“Property Management Firm”). As of the date of this Agreement such Property Management Firm is Pinnacle AMS Property Management. Contractor will ensure that that such Property Management Firm agrees with and complies with all relevant sections of this Agreement.
 - ii. In order to protect client privacy, Contractor will share with the Property Management Firm only the minimum client information necessary for the Property Management Firm to carry out its duties hereunder. Further, no confidential mental health information will be disclosed by Contractor to the Property Management Firm, nor any information prohibited from disclosure under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 - iii. The Property Management Firm will hire one (1.0) part-time property manager to provide property management services for the Housing Support Program (“Property Manager”). The Property Manager hours will be flexed to provide 24 hour coverage, much of it on-call after initial lease up.
 - iv. The Property Management Firm will provide twenty-four (24) hour phones response. At all times tenants and landlords will be able to reach a person to report or address a problem.
 - v. The Property Management Firm will provide a property repair specialist (a handyman) to attend to minor repairs and maintenance of the sites.
- b. Program Supervisor

Contractor shall provide a program supervisor (“Program Supervisor”) for the Housing Support Program who will be responsible for working with the Property Manager in Marketing the Housing Support Program and initially recruiting landlords. As prospective tenants are identified the Program Supervisor will be responsible for orienting them to health and safety aspects of their units, local transportation and other nearby amenities such as grocery stores and shopping center, parks, libraries, banks, churches, etc.

c. Associate Director

Contractor shall provide a twenty percent (.20) FTE associate director (“Associate Director”) for the Housing Support Program who will function as the liaison between the Contractor and FSP Providers, representative payees, vendors, and will provide reporting details to funders. The Associate Director will provide general oversight of the Housing Support Program and its operations, supervise all staff, ensure completion of all reports, budgets and financial statements, oversee the work of the Property Management Firm, and function as the Housing Support Program liaison between Contractor and BHRS.

d. Occupational Therapist

Contractor shall provide a twenty percent (.20) FTE occupational therapist (“Occupational Therapist”) for the Housing Support Program. The Occupational Therapist will work with each resident to assure that he or she is knowledgeable about cleaning expectations and truly understand what products to use, how and when. Periodically the Occupational Therapist may return to the housing sites to work with clients who need additional support and assistance.

III. RECORDS AND ADMINISTRATIVE REQUIREMENTS

- A. Paragraph 13 of the Agreement and Paragraph I.Q.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 for Adult and Adult Services 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 BHRS Mental Health Documentation Manual (as defined in Paragraph I.E. 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. Follow the link "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 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.

Objective 3: At least ninety percent (90%) of tenants will express satisfaction with the property management services.

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

B. 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 client's ability to remain in the community and out of the hospital.

Objective: No more than fifteen percent (15%) of the clients in each of the programs listed 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 client's ability to remain in community housing and not becoming homeless.

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

Data collection to be completed by Contractor.

3. Employment

Goal: To increase or maintain the client's ability to work 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 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 client's ability to remain in the community and not being incarcerated.

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

Data collection to be completed by Contractor

5. MHSA funded Full Service Partnership Housing Support Program

Goal: To increase or maintain the probability of clients remaining in housing.

Objective: At least eighty-five percent (85%) of situations that could result in eviction will be resolved without loss of housing for tenant.

To document success in meeting this objective, Contractor will develop, and submit to the County, a list of primary actions or behaviors that typically lead to eviction and a mechanism for tracking when those behaviors occur, what specific actions were taken to ameliorate the situation, and whether or not a loss of housing was avoided.

The overall evaluation of the program will be determined by tenants successfully maintaining housing. This will be tracked monthly by Contractor and reported to County.

MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY
EXHIBIT B
FY 2011-12

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 FIVE HUNDRED SIX THOUSAND EIGHT HUNDRED FORTY-THREE DOLLARS (\$1,506,843) for services provided through this Agreement.

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, 2011, through June 30, 2012:

Emergency Housing/Shelter (Spring St. Shelter)	\$415,260
Outpatient Services/Rehabilitative Services	
CHRIS Program	50,888
Services to clients in the community	305,090
Supported Housing Project (Belmont Apts.)	<u>195,100</u>
Subtotal	551,078
Friendship Center/Community Friends	75,532
Flexible Funds	
Flexible Funds	53,985
Flexible Funds administration	8,098
Stipend Funds	9,000
Stipend Funds administration	1,000
Pathways Flexible Fund	27,000
Pathways Flexible Fund Administration	3,000
Total Wellness Flexible Fund	20,000
Total Wellness Flexible Fund Administration	<u>2,000</u>
Subtotal	124,083
Shelter Plus Care Project Coordination	62,711
Continuum of Care Supported Housing Project (SHP)	17,857
Property Management	60,322
MHSA Supported Housing (TAY)	200,000
TOTAL FY 2011-12 OBLIGATION	<u>\$1,506,843</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 under this Agreement.
3. Budget modifications to the service components listed in Paragraph I.A.1. of Exhibit B may be approved by the Chief of the Health System or designee, subject to the Agreement maximum amount set forth in Paragraph 3 of this Agreement.

B. One-twelfth Payment

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

Emergency Housing/Shelter (Spring Street Shelter)	\$ 415,260
Outpatient Services/Rehabilitative Services	551,078
Friendship Center/Community Friends	75,532
Shelter Plus Care Project Coordination	62,711
Supportive Housing Project (SHP)	17,857
Property Management	60,322
MHSA Supported Housing (TAY)	200,000
Total 1/12 portion of the contract	<u>\$1,382,760</u>

C. Flexible Funds, Stipend Funds, Pathways Flexible Fund, and Total Wellness Flexible Fund

1. Flexible Funds

Subject to the availability of State funding, Contractor shall receive a maximum of SIXTY-TWO THOUSAND EIGHTY-THREE DOLLARS (\$62,083) for the Flexible Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the contract year shall be returned to County. Contractor shall invoice the County monthly for such services.

- a. The maximum Flexible Fund expenditures amount is FIFTY-THREE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS (\$53,985). At the beginning of the contract year, Contractor may request an advance of up to thirty percent (30%) of the maximum expenditure amount or SIXTEEN THOUSAND ONE HUNDRED NINETY-SIX DOLLARS (\$16,196).
- b. Contractor is entitled to EIGHT THOUSAND NINETY-EIGHT DOLLARS (\$8,098) for administrative costs for managing the Flexible Fund.

2. Stipend Funds

Subject to the availability of State funding, Contractor shall receive a maximum of TEN THOUSAND DOLLARS (\$10,000) for the Stipend Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the contract year shall be returned to County. Contractor shall invoice the County monthly for such services.

- a. The maximum Stipend Fund expenditures amount is NINE THOUSAND DOLLARS (\$9,000).
- b. Contractor is entitled to ONE THOUSAND DOLLARS (\$1,000) for administrative costs for managing the Stipend Fund.

3. Pathways Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of THIRTY THOUSAND DOLLARS (\$30,000) for the Pathways Flexible Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the contract year shall be returned to County. Contractor shall invoice the County monthly for such services.

- a. The maximum Pathways Flexible Fund expenditures amount is TWENTY-SEVEN THOUSAND DOLLARS (\$27,000). At the beginning of the contract year, Contractor may request an advance of up to thirty percent (30%) of the maximum expenditure amount or EIGHT THOUSAND ONE HUNDRED DOLLARS (\$8,100)

b. Contractor is entitled to THREE THOUSAND DOLLARS (\$3,000) for administrative costs for managing the Pathways Flexible Fund.

4. Total Wellness Flexible Fund

Subject to the availability of State funding, Contractor shall receive a maximum of TWENTY-TWO THOUSAND DOLLARS (\$22,000) for the Total Wellness Flexible Fund expenditures and administrative costs. Any unexpended funds remaining with Contractor at the end of the fiscal year shall be returned to County. Contractor shall invoice the County monthly for such services.

a. The maximum Total Wellness Flexible Fund expenditures amount is TWENTY THOUSAND DOLLARS (\$20,00).

b. Contractor is entitled to TWO THOUSAND DOLLARS (\$2,000) for administrative costs for managing the Total Wellness Flexible Fund.

D. Contractor's FY 2011-12 budget is attached and incorporated into this Agreement as Exhibit C.

E. 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.

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.

G. 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 changes 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 BHRS Director or 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.

H. 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 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 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 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. 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.

- J. 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.

- K. 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.

- L. 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.
- M. 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 BHRS Division of the County Health System.
- N. In the event this Agreement is terminated prior to June 30, 2012 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.
- O. 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 Chief of the Health System 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 I.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.

P. Beneficiary Billing

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

Q. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

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

R. 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 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 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 BHRS Director or 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.