



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: August 19, 2011
BOARD MEETING DATE: September 13, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health & Recovery Services

SUBJECT: Agreement with Caminar

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A) President of the Board to execute an Agreement with Caminar for the provision of housing and housing-related mental health services, case management, and rehabilitation services for the term July 1, 2011 through June 30, 2012, for a maximum obligation of \$6,860,665; and
- B) Chief of the Health System or designee 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.

BACKGROUND:

Behavioral Health and Recovery Services (BHRS) has contracted with Caminar for over 27 years for housing and housing-related mental health services and rehabilitation services, including supported education and supported employment to psychiatrically disabled adult consumers, and enhanced supported education services for Transitional-Age Youth (TAY).

In May 2010 BHRS issued a Request For Proposals (RFP) for the provision of services for TAY provided in a non-traditional behavioral health setting, building on a specific service model, "Seeking Safety." Seeking Safety is a present-focused therapy model to help people attain safety from trauma/Post Traumatic Stress Disorder and substance abuse. Caminar responded with a proposal that was selected for the provision of these services.

DISCUSSION:

Caminar will provide crisis residential treatment; transitional residential treatment; case management (including intensive case management and wellness recovery programs);

rehabilitation services (including supported education, supported employment, and enhanced supported education services for TAY); Young Adult Independent Living services; property management of subsidized housing; and other services such as administration of the Seeking Safety program. Under the B-1 Administrative memorandum, housing and housing-related mental health services are exempt from the County RFP process.

The Agreement and Resolution have been reviewed and approved by County Counsel. The Contractor’s insurance has been reviewed and approved by Risk Management.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. This Agreement is on the Continuing Resolution.

The Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing housing and housing-related services, supported education services, and other rehabilitation services. BHRS provides a range of services to promote wellness and recovery and to support consumers remaining in the lowest possible level of care. The provision of transitional residential services is one established level of care. The services provided contribute to this measure. It is anticipated that 77% of clients who receive services will be maintained at a current or lower level of care.

Performance Measure:

Measure	FY 2010-11 Estimate	FY 2011-12 Projected
Transitional Residential Services: Percentage of clients maintained at current or lower level of care.	77%	77%

FISCAL IMPACT:

The term of the Agreement is July 1, 2011 through June 30, 2012 and the maximum obligation is \$6,860,665. Of that amount, federal Medi-Cal will fund \$2,720,636 and Medicare, insurance and fees will fund \$144,957. MHSA funds will provide \$564,870, Substance Abuse and Mental Health Services Administration (SAMHSA) will fund \$39,820 and sales tax through Realignment will cover \$2,739,368. The Net County Cost is \$651,014, which includes the required match for Realignment. Funds for these services are included in the BHRS FY 2011-12 Recommended Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH CAMINAR FOR THE PROVISION OF HOUSING AND HOUSING-RELATED MENTAL HEALTH SERVICES, CASE MANAGEMENT, AND REHABILITATION SERVICES FOR THE TERM JULY 1, 2011 THROUGH JUNE 30, 2012, FOR A MAXIMUM OBLIGATION OF \$6,860,665; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE 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.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby Caminar shall provide housing and housing-related services, case management, and rehabilitation services for the period July 1, 2011 through June 30, 2012, for a maximum obligation of \$6,860,665; and

WHEREAS, this Board has been presented with the Agreement and has approved it as to both form and content and desires to enter into the Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of

this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that 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.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CAMINAR**

THIS 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, it is necessary and desirable that Contractor be retained for the purpose of providing the professional services hereinafter described for the San Mateo County Health System, Behavioral Health and Recovery Services Division.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Contractor’s FY 2011-12 Budget

Attachment C—Election of Third Party Billing Process

Attachment D—Payor Financial Form

Attachment I—§504 Compliance

Attachment 2—SAMSHA Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

Attachment 3—SAMSHA Certification Regarding Environmental Tobacco Smoke

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 SIX MILLION EIGHT HUNDRED SIXTY THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$6,860,665).

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 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:
Caminar
3 Waters Park, Suite 200
San Mateo, CA 94403

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

CAMINAR

Contractor's Signature

Date: _____

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

EXHIBIT A – SERVICES
CAMINAR
FY 2011-12

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 fifty-six (7,456) 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.

- 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 active caseload 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..
- 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 40 (2,184 hours) to San Mateo County adults who have been diagnosed with psychiatric disabilities and co-occurring disorders. 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 25 transition age youth 6 of whom are residents of YAIL, 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.. 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 2011-12.
 - 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 2011-12, 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 2011-12:
 - a. An Association Member whose individual contract with the BHRS is or will be less than FIFTY THOUSAND DOLLARS (\$50,000) for FY 2011-12 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. 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 is comprised of the Co-Presidents representing mental health services and alcohol and drug services, and the 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 session 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 2011-12.

III. AVATAR TECHNICAL ASSISTANCE

A. Contractor will hire a consultant, either an individual or a firm, (Consultant) to provide up to one thousand eight hundred sixty-one (1,861) 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 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” PROGRAM 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. BHRIS 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. 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 BHRIS, including outcomes and satisfaction measurement instruments.

C. Cultural Competency

1. Contractor shall continue to participate in cultural competence efforts within BHRIS and shall designate a management-level staff person to serve as Co-chair of the Cultural Competence Council.
2. 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.
3. 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.

4. 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.

VI. 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.

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 four hundred eighty (480) 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 FOLLOWS

EXHIBIT B – PAYMENTS AND RATES
CAMINAR
FY 2011-12

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	\$1,368,900
Transitional Residential Treatment Services	1,207,260
Case Management	
Intensive Case Management (REACH) and Supplemental Case Management	1,454,760
New Ventures Case Management	1,466,040
Wellness Recovery Action Partnership	37,500
Rehabilitation Services	
Supported Education	113,180
SAMHSA	32,320
Supported Employment	64,500
Enhanced Supported Education Services for TAY	164,490
Young Adult Independent Living (YAIL)	351,240
Property Management Subsidized Housing Program	<u>200,095</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 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 NINETY DOLLARS (\$90) 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 SIXTY-ONE THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$161,790) for the implementation of the Avatar program to members of the San Mateo Contractors' Association.
 - a. Consultant Fees

Contractor may pay Consultant as described in Section III of Exhibit A, EIGHTY DOLLARS (\$80) per hour for a maximum of ONE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$148,880).
 - b. Travel Expenses

The maximum amount that County shall pay Contractor for travel reimbursement shall not exceed ONE THOUSAND DOLLARS (\$1,000).

- c. Administrative Costs
- 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 ELEVEN THOUSAND NINE HUNDRED TEN DOLLARS (\$11,910).

D. Seeking Safety Program Services

Subject to the availability of State funding for services as described in Section IV of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) for the provision of Seeking Safety Program services for Transitional Age Youth.

County shall pay TWO HUNDRED FIFTY DOLLARS (\$250) per group for up to a maximum of four hundred eighty (480) groups. Payment shall be made monthly following receipt of invoice for services provided.

E. Cultural Competence Council Co-Chair

Contractor shall receive a maximum of TEN THOUSAND DOLLARS (\$10,000) for Caminar's continued participation in cultural competence efforts as described in Exhibit A, Section V.C. Contractor shall be paid in twelve monthly payments of EIGHT HUNDRED THIRTY-THREE AND THIRTY-THREE CENTS (\$833.33).

- 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 SIXTY THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$6,860,665).

- G. Contractor's annual FY 2011-12 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 F 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, 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.
- 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 and shall be sent to:

County of San Mateo
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403
 - 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 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 BHRM Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRM 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 BHRM 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.

U. 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.

V. 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.

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 V.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.

W. 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.

X. 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)

END OF EXHIBIT B

EXHIBIT C

CAMINAR San Mateo 2011/2012 Budget		Crisis Residential	Transitional Residential	REACH	New Ventures	WRAP	Supported Education	SAMHSA	Supported Employment	TAY
REVENUE										
4020	Client Rents	60,000	240,000	-	-	-	-	-	-	-
4040	County Contracts	1,368,900	1,207,260	1,454,760	1,466,040	37,500	113,180	32,320	64,500	164,490
4041	County Funding - Other	-	-	-	-	-	-	-	-	-
4075	Grants-Private & Foundations	6,000	-	10,000	10,000	-	-	-	-	-
4100	Other/Misc Revenue	2,400	-	-	-	-	-	-	-	-
Total REVENUE		1,437,300	1,447,260	1,464,760	1,476,040	37,500	113,180	32,320	64,500	164,490
SALARY										
5000	Salaries	826,394	831,165	751,720	798,422	21,815	65,277	26,265	45,000	111,221
5090	Payroll Taxes	63,219	63,584	57,507	61,079	1,669	4,994	2,009	3,443	8,508
5110	Workers' Comp Insurance	54,326	54,811	50,039	52,644	1,566	1,274	567	972	2,288
5130	Employees' Health Plans	105,666	94,394	77,171	74,954	2,182	5,799	2,625	5,040	8,192
5135	Retirement	2,663	6,000	5,550	5,563	100	1,258	394	223	1,500
5145	Unemployment Insurance	14,462	14,545	13,155	13,972	382	1,142	460	788	1,946
Total BENEFITS & TAXES		1,066,730	1,064,499	955,142	1,006,635	27,713	79,743	32,320	55,465	133,656
CONTRACT EXPENSES										
6030	Professional Services	65,220	-	159,072	159,072	-	-	-	-	-
6085	Contract Service	-	-	-	-	-	-	-	-	-
Total CONTRACT EXPENSES		65,220	-	159,072	159,072	-	-	-	-	-
GENERAL EXPENSE										
7000	Transportation/Travel	360	2,100	42,120	24,480	1,200	1,500	-	-	900
7004	Conference & Training	3,084	3,368	2,431	2,430	195	580	-	-	580
7006	Screening & Certifications	1,480	1,616	1,167	1,167	94	206	-	-	206
7007	Staff recruitment/Advertising	1,542	1,684	1,215	1,215	98	365	-	-	365
7009	Staff Events/Retreats	1,851	2,021	1,458	1,458	117	258	-	-	258
7010	Equipment Rental	3,912	3,600	2,688	1,968	12	360	-	-	90
7020	Rent- Office	8,636	9,430	81,196	55,223	546	1,203	-	2,100	1,203
7040	Telephone	7,440	10,800	16,128	19,008	360	1,800	-	-	1,200
7060	Utilities	21,000	18,000	-	-	-	-	-	-	-
7065	Office Supplies/Furnishings	6,150	7,800	8,400	8,400	30	600	-	-	600
7075	Computer Maint & Supplies	1,851	2,021	1,458	1,458	117	258	-	-	258
7080	Postage	555	606	438	437	35	77	-	-	77
7085	Printing & Publications	864	943	681	681	55	120	-	-	120
7090	Insurance Expenses	12,208	13,786	6,180	6,011	375	886	-	-	694
7105	Agency Vehicle Expense	3,900	4,800	9,000	7,200	600	2,400	-	-	1,200
7110	Insurance- Agency Vehicle	2,580	1,560	3,420	4,440	720	2,400	-	-	1,200
7120	Mortgage Interest Expense	1,200	34,800	-	-	-	-	-	-	-
7140	Household furnishings/supplies	12,000	12,000	-	-	-	-	-	-	-
7160	Bldg Maint Supplies & Repairs	12,900	27,000	-	-	-	-	-	-	-
7250	Taxes	60	1,440	-	-	-	-	-	-	-
8020	Rent- Client	-	-	-	-	-	-	-	-	-
8060	Utilities- Client	-	-	-	-	-	-	-	-	-
8100	Client Food/Beverage	23,400	33,600	-	-	-	-	-	-	-
8160	County Flex Fund Expenses	-	-	6,000	-	-	-	-	-	-
8210	Client/Prog Activities and Exp	4,800	6,000	2,880	5,880	600	600	-	-	2,400
9005	Membership Dues & Subscription	247	269	194	194	16	34	-	-	34
9040	Depreciation & Amortization	19,200	28,200	6,480	10,380	600	4,200	-	-	1,800
9050	Administration Services	154,131	155,317	157,011	158,302	4,018	15,590	-	6,935	17,649
Total GENERAL EXPENSE		305,350	382,761	350,546	310,333	9,787	33,437	-	9,035	30,834
TOTAL EXPENSES		1,437,300	1,447,260	1,464,760	1,476,040	37,500	113,180	32,320	64,500	164,490
TOTAL OPERATING INCOME - NET		-	-	-	0	0	0	0	-	-

EXHIBIT C

CAMINAR San Mateo 2011/2012 Budget	YAIL	Supported Housing	Subtotal 2011/12	SMCA Pass thru	AVATAR Technical Assistance	Seeking Safety	Cultural Competency	TOTAL CONTRACT
REVENUE								
4020 Client Rents	-	132,000	432,000	-	-	-	-	432,000
4040 County Contracts	351,240	200,095	6,460,285	108,590	161,790	120,000	10,000	6,860,665
4041 County Funding - Other	-	414,000	414,000	-	-	-	-	414,000
4075 Grants-Private & Foundations	-	15,000	41,000	-	-	-	-	41,000
4100 Other/Misc Revenue	-	-	2,400	-	-	-	-	2,400
Total REVENUE	351,240	761,095	7,349,685	108,590	161,790	120,000	10,000	7,750,065
SALARY								
5000 Salaries	227,501	96,227	3,801,007	-	-	71,087	7,760	3,879,854
5090 Payroll Taxes	16,983	7,361	290,356	-	-	5,859	594	296,809
5110 Workers' Comp Insurance	14,760	5,447	238,696	-	-	5,126	168	243,990
5130 Employees' Health Plans	20,897	9,117	406,037	-	-	11,792	-	417,829
5135 Retirement	2,025	825	26,100	-	-	375	-	26,475
5145 Unemployment Insurance	3,885	1,684	66,421	-	-	1,340	136	67,897
Total BENEFITS & TAXES	286,051	120,662	4,828,617	-	-	95,579	8,657	4,932,853
CONTRACT EXPENSES								
6030 Professional Services	-	-	383,364	5,100	-	-	-	388,464
6085 Contract Service	-	-	-	94,800	148,880	-	-	243,680
Total CONTRACT EXPENSES	-	-	383,364	99,900	148,880	-	-	632,144
GENERAL EXPENSE								
7000 Transportation/Travel	1,800	1,200	75,660	-	1,000	1,500	600	78,760
7004 Conference & Training	816	172	13,655	-	-	258	-	13,913
7006 Screening & Certifications	392	82	6,410	-	-	124	-	6,534
7007 Staff recruitment/Advertising	408	86	6,978	-	-	129	-	7,106
7009 Staff Events/Retreats	490	103	8,013	-	-	155	-	8,168
7010 Equipment Rental	480	426	13,536	-	-	120	-	13,656
7020 Rent- Office	2,285	2,358	164,179	-	-	722	-	164,901
7040 Telephone	3,600	2,400	62,736	-	-	1,200	-	63,936
7060 Utilities	1,200	1,500	41,700	-	-	300	-	42,000
7065 Office Supplies/Furnishings	1,380	900	34,260	-	-	600	-	34,860
7075 Computer Maint & Supplies	490	103	8,013	-	-	155	-	8,168
7080 Postage	147	31	2,404	-	-	46	-	2,450
7085 Printing & Publications	229	48	3,739	-	-	72	-	3,812
7090 Insurance Expenses	1,482	10,435	52,058	458	-	506	-	53,022
7105 Agency Vehicle Expense	2,700	-	31,800	-	-	900	-	32,700
7110 Insurance- Agency Vehicle	1,680	-	18,000	-	-	1,500	-	19,500
7120 Mortgage Interest Expense	-	9,000	45,000	-	-	-	-	45,000
7140 Household furnishings/supplies	2,400	2,400	28,800	-	-	1,200	-	30,000
7160 Bldg Maint Supplies & Repairs	-	5,100	45,000	-	-	-	-	45,000
7250 Taxes	-	-	1,500	-	-	-	-	1,500
8020 Rent- Client	-	515,400	515,400	-	-	-	-	515,400
8060 Utilities- Client	-	1,500	1,500	-	-	-	-	1,500
8100 Client Food/Beverage	-	-	57,000	-	-	-	-	57,000
8160 County Flex Fund Expenses	-	-	6,000	-	-	-	-	6,000
8210 Client/Prog Activities and Exp	4,800	-	27,960	-	-	1,200	-	29,160
9005 Membership Dues & Subscription	65	14	1,068	-	-	21	-	1,089
9040 Depreciation & Amortization	1,200	5,400	77,460	-	-	300	-	77,760
9050 Administration Services	37,146	81,775	787,874	8,232	11,910	13,414	743	822,173
Total GENERAL EXPENSE	65,189	640,433	2,137,704	8,690	12,910	24,421	1,343	2,185,067
TOTAL EXPENSES	351,240	761,095	7,349,685	108,590	161,790	120,000	10,000	7,750,065
TOTAL OPERATING INCOME - NET	0	-	0	0	-	0	0	0

Attachment C
Election of Third Party Billing Process

Effective July 1, 2005, the San Mateo County Health System will be required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

In order to comply with the serial billing requirement you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this information. Please select and complete one of the two options below:

Option One

Our agency will bill other insurance, and provide San Mateo County Health System, Behavioral Health and Recovery Services Division (BHRS) with a copy of the Explanation of Benefits provided by that insurance plan before billing BHRS for the remainder.

We, Caminar, elect option one.

Signature of authorized agent

Name of authorized agent

Telephone number

Option Two

Our agency will provide information to San Mateo County Health System, Behavioral Health and Recovery Services Division (BHRS) so that BHRS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the BHRS Billing Office with the completed "assignment" that indicates the client's permission for BHRS to bill their insurance.

We, Caminar, elect option two.

Signature of authorized agent

Name of authorized agent

Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Business Systems Manager
Behavioral Health and Recovery Services Division
225 37th Avenue
San Mateo, CA 94403
(650) 573-2284

Attachment D - Payor Financial Form

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

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

Responsible Party's Information (Guarantor):

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

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

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

3rd Party HEALTH INSURANCE INFORMATION

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

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

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided under 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

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

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

Name of Interviewer _____ Phone Number _____ Best Time to Contact _____

FAX COMPLETED COPY TO: MIS/BILLING UNIT (650)-573-2110

ENTERED BY _____	San Mateo County Mental Health Services Use Only	CLIENT ACCOUNT # _____	DATA ENTRY DATE _____
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MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBILITY

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

Instructions for Obtaining Medi-Cal Eligibility Using Internet

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

Note:

Click on Back - to return to Transaction Services screen

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

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

Instructions for Clearing Medi-Cal Share of Cost Using Internet

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

Note:

Click on Back - to return to Transaction Services screen

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

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

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

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

ATTACHMENT I

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

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Caminar

Name of Contractor(s) - Type or Print

3 Waters Park Drive, Suite 200

Street Address or P.O. Box

San Mateo, California 94404

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

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

SAMSHA Certifications – Attachment 2

CERTIFICATIONS

CERIFICATION REGARDING LOBBYING

- 1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form To Report Lobbying” in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and is disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

SALARY CAP

The undersigned certifies that no grant funds will be used to pay an individual salary at a rate in excess of \$180,100 per year, not including benefits.

DRUG FREE WORK ENVIRONMENT

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

SAMSHA Certifications – Attachment 2 (Continued)

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

- 1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.

- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/application.

Signature of Official Authorized
To Sign Application

Date

SAMSHA Certifications – Attachment 3

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Signature of Official Authorized
To Sign Application

Date