

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FELTON INSTITUTE

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Felton Institute, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing outpatient mental health services and aftercare services.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment C—Third Party Billing Process
- Attachment D—Agency Payor Financial
- Attachment E—Fingerprinting Certification
- Attachment I—§ 504 Compliance
- Attachment T—Disaster and Emergency Response Plan Sample Template

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE MILLION THREE HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS (\$3,335,952). In the event

that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2023.

5. Termination

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights

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

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

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

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

11. Compliance With Laws

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

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Doug Fong/Clinical Services Manager
Address: 1950 Alameda de las Pulgas, San Mateo, CA 94403
Telephone: (650) 301-8620
Facsimile:
Email: dfong@smcgov.org

In the case of Contractor, to:

Name/Title: Al Gilbert/Chief Executive Officer
Address: 1500 Franklin Street, San Francisco, CA 94109
Telephone: (415) 474-7310
Facsimile: (415) 931-0972
Email: agilbert@fsasf.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

* * *

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

FELTON INSTITUTE

Marvin Davis

Digitally signed by Marvin Davis
DN: cn=Marvin Davis, o=Felton Institute, ou,
email=mdavis@felton.org, c=US
Date: 2021.10.01 15:07:04 -07'00'

Contractor's Signature

Date: **October 1, 2021** _____

EXHIBIT A – SERVICES
FELTON INSTITUTE
FY 2021 – 2023

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. (re)MIND Program

1. Introduction

Felton Institute in collaboration with the University of California in San Francisco implemented their (re)MIND Program in San Mateo County in 2012. (re)MIND is a nationally recognized coordinated specialty care (CSC) for early psychosis model and represents a new approach to the treatment of schizophrenia in its early stages, bringing evidence-based interventions that represent the cutting edge of treatment science.

2. Overview

Psychosis is a debilitating illness with far-reaching implications for the individual and his/her family. It can affect all aspects of life – education and employment, relationships and social functioning, physical and mental wellbeing. Without adequate care, psychosis can place a heavy burden on client’s family and society at large.

The early age of onset of psychotic symptoms is 22, with the vast majority of first episodes occurring between the ages of 14 and 35. About 1% of the adult population experiences active schizophrenia; this translates into about 5,600 San Mateo County residents. Schizophrenia reduces average life expectancy by 25 years. This makes it one of the nation’s most lethal illnesses. It is the seventh leading cause of hospitalization costs in the United States.

At present, the average individual will live with active schizophrenia for two years before symptoms are accurately diagnosed and treatment is begun. Lack of awareness, ambiguous early symptoms and stigma all contribute to the delay in appropriate help being offered and taken up. Early initiation of treatment has been shown to be the single most important positive factor in long-term outcomes.

3. (re)MIND Services Description

a. Public Education

(re)MIND will engage with schools, families, advocacy groups, non-profit organizations and others to educate about schizophrenia and how it can be effectively treated. (re)MIND staff will educate providers, parents, and other professionals on the warning signs for early psychosis and to reinforce the message that recovery is possible with early detection and treatment.

b. Outreach and Engagement

(re)MIND will serve the client and/or family where they are most comfortable receiving services such as (re)MIND offices, homes, schools, or other community settings. (re)MIND employs peer providers (family members and young adults) to reach out to clients and families to create and sustain connection with the program.

c. Early, Rigorous Diagnosis

The (re)MIND diagnosis and assessment is both rigorous and comprehensive, addressing both the psychotic disorder and other mental health or substance abuse issues the client might have. For clients who have not yet experienced full onset of the disease, Structured Interview for Psychosis Risk Syndromes (SIPS) will be used. For those who have experienced full onset, Structured Clinical Interview for DSM-V (SCID) will be used. (re)MIND staff undergo continuous training, and clinical supervision to ensure that these tools are used reliably.

d. Cognitive Behavioral Therapy for Psychosis

Cognitive Behavioral Therapy for Psychosis (CBTp) represents the heart of the (re)MIND model. Widely available in England and Australia but not in the US, this therapy teaches clients to understand and manage their symptoms, avoid triggers that make symptoms worse and to collaboratively develop a relapse prevention plan.

e. Medication Support Services

The first goal of (re)MIND medication algorithm is to guide the doctor, the client, and the family toward finding the single best antipsychotic medication, one that can provide symptom

control with the fewest side effects. This becomes the medication regimen to which the client is much more likely to adhere over the long-term.

Secondly, the algorithm guides treatment for the additional behavioral health issues that a client is experiencing.

Third, the model emphasizes close coordination between therapist, psychiatrists, clients, and family members. A treatment plan is developed that coordinates medication with psychosocial treatment, that has the agreement of all parties, and that is closely monitored for effectiveness over time. (re)MIND will work with individuals who do not wish to take medications and will offer regular appointments with the (re)MIND medical provider for review of symptoms and treatment options. The (re)MIND program does not give antipsychotic medication to individuals who are not yet psychotic although all the other (re)MIND treatments are available to this group.

f. Family-Focused Interventions

(re)MIND will provide services for the families of teens and young adults experiencing schizophrenia spectrum disorders (including the families of clients at clinical high risk for psychosis (CHR). Services will be provided in individual or group format and will include family psychoeducation, skills building to facilitate improved communication and deal with stressors, crisis management, and collaborative problem-solving. Moreover, identification of early warning signs, triggers, and creating a relapse prevention plan will all be developed collaboratively with family involvement.

g. Supported Employment and Education

(re)MIND will work with clients with early schizophrenia to keep them progressing in school and meaningful employment, and to return to school or employment if they have dropped out, using the Individual Placement and Support (IPS) model of supported employment and education.

h. Co-occurring Disorders

(re)MIND will work with clients with co-occurring substance use disorders using a harm-reduction model utilizing Motivational Interviewing and CBT to provide education about

substance use. It will explore the change process and potential triggers in a non-judgmental and collaborative fashion.

i. Treatment and Case Management

(re)MIND will serve the whole person. (re)MIND therapists will work with clients and their families to address depression, substance abuse, family and relationship problems and other things that impinge on the client's growth and development. Case management will draw upon the Transition to Independence Process (TIPS) model which is an evidence-supported model to aid youth to transition into independent adulthood.

4. Target Population for (re)MIND Services

San Mateo County residents who meet the criteria listed below would qualify for (re)MIND services. It is estimated that there will be 80 to 100 qualifying residents.

- a. Are between the ages of 14 and 35 years with first onset of schizophrenia, schizoaffective or schizophreniform disorder within the past two years.
- b. Are aged 14 to 35 years with low-level perceptual changes or unusual thinking that predicts risk of onset of full psychosis (clinical high risk for psychosis syndrome).

The above will be determined through evidence-based assessment tools such as SIPS or SCID. Individuals with the diagnoses listed above who are current substance users will be accepted and cases where individuals have a development disability will be determined on a case-by-case basis.

5. (re)MIND Program Deliverables

a. Remission

Achieve fewer hospitalizations, remission of psychotic symptoms, and return to normal life of school, work, family, and friends.

- i. Decrease number of inpatient episodes by 50%.
- ii. Decrease number of days in inpatient settings by 50%.

iii. Increase participation in school, vocational training, and/or employment activities by 75%.

b. Rehabilitation

Provide individuals experiencing early psychosis with the tools that they need to continue to keep their illness under control for the long term. These tools will include:

- i. A medication regimen that provides symptom reduction/remission with a minimum of side effects.
- ii. Knowledge and skill in using cognitive therapy techniques to understand their experiences, reduce associated distress and identify coping strategies.
- iii. Rehabilitation of cognitive processing toward a normal baseline using cognitive training software.
- iv. Collateral treatment and remission of other behavioral health issues including depression and substance abuse.

c. Recovery

Restore clients to a normal, productive life, including:

- i. Satisfactory participation in school and/or meaningful employment.
- ii. Maintenance and/or recovery of personal relationships with family and friends.
- iii. Restoration of an interest in life and the life skills needed to participate fully in a normal, age-appropriate life.
- iv. An ability to understand and counter stigma.

d. Respect

Include participation and consent by client and his/her family in all treatment planning.

B. BEAM

1. Introduction

Felton Institute will implement their BEAM Program in San Mateo County. BEAM was originally developed from the (re)MIND coordinated specialty care model for the early identification and treatment of bipolar spectrum disorders. More recently, BEAM was

adapted to provide coordinated specialty care for individuals with early mood disorders with psychotic features.

2. Overview

Bipolar disorder is a debilitating illness with far-reaching implications for the individual and his or her family. It can affect all aspects of life, including education and employment, relationships and social functioning, physical and mental wellbeing. Without adequate care, bipolar disorder can place a heavy burden on client's family and society at large.

The onset of bipolar disorder is usually in late adolescence to early adulthood, with a median onset age of 25; however, the vast majority of first episodes occur before the age of 25. About 2.6% of the adult population experiences bipolar disorder and 82.9% of these cases are classified as "severe". Bipolar disorder results in a 9.2-year reduction in life expectancy, with 1 in 5 individuals diagnosed with bipolar disorder completing suicide, and is the 6th leading cause of disability in the world.

3. BEAM Service Description

a. Public Education

BEAM will engage with schools, families, advocacy groups, non-profit organizations and others to educate about mood disorders and psychosis and how it can be effectively treated. BEAM staff will educate providers, parents, and other professionals on the warning signs for mood disorders and psychosis and reinforce the message that recovery is possible with early detection and treatment.

b. Outreach and Engagement

BEAM will serve the client and/or family where they are most comfortable receiving services such as BEAM offices, homes, schools, or other community settings. BEAM employs peer providers (family members and young adults) to reach out to clients and families to create and sustain connection with the program.

c. Early, Rigorous Diagnosis

The BEAM diagnosis and assessment process is both rigorous and comprehensive, addressing bipolar, mood

disorders with psychosis features and other co-morbid mental health or substance abuse issues. The Structured Clinical Interview for DSM-V (SCID) will be used for all assessments. BEAM assessment staff undergo training and ongoing clinical supervision to ensure that these tools are used reliably.

d. Cognitive Behavioral Therapy

Cognitive Behavioral Therapy (CBT) is the primary mode of therapeutic intervention and teaches clients to understand and manage their symptoms, avoid triggers that make symptoms worse and to collaboratively develop a relapse prevention plan.

e. Medication Support Services

These services include prescribing, administering, dispensing and monitoring of psychiatric medications which are necessary to alleviate the symptoms of the mental illness. The services may include evaluation of the need of the medication, evaluating of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

Moreover, the model emphasizes close coordination between therapist, psychiatrists, clients, and family members. A treatment plan is developed that coordinates medication with psychosocial treatment, has agreement of all parties, and closely monitors treatment effectiveness over time. BEAM will work with individuals who do not wish to take medications and will offer regular appointments with the medical provider for review of symptoms and treatment options.

f. Family-Focused Interventions

BEAM will provide services for the families of teens and young adults experiencing mood disorders with psychotic symptoms, including bipolar disorder. Services will be provided in individual or group format and will include family psychoeducation, skills building to facilitate improved communication and deal with stressors, crisis management, and collaborative problem-solving. Moreover, identification of early warning signs, triggers, and creating a relapse prevention plan will all be developed collaboratively with family involvement.

g. Supported Employment and Education

BEAM will work with clients with early bipolar disorder to assist them in continuing school and meaningful employment or returning to school or employment if they are not currently involved by using the Individual Placement and Support (IPS) model of education and employment support.

h. Co-occurring Disorders

BEAM will work with clients with co-occurring substance use disorders using a harm-reduction model utilizing Motivational Interviewing and CBT to provide education about substance use. It will explore the change process and potential triggers in a non-judgmental and collaborative fashion.

i. Treatment and Care Management

BEAM will provide an integrated model of intensive care management care that addresses the psychosocial needs of the client. BEAM therapists will work with clients and their families to address depression, substance abuse, family and relationship problems and other things that impinge on the client's growth and development. Care management is based on the client's individual need and willingness to participate. The other services will be provided at whatever location is most convenient and comfortable for the youth and family to encourage service engagement.

4. Target Population for BEAM services

San Mateo County residents who meet the criteria listed below would qualify for BEAM services. It is estimated that there will be 30 qualifying residents:

Are between the ages of 14 and 35 years with early onset of bipolar or mood disorder with psychotic features within the past two (2) years.

The above will be determined through evidence-based assessment using the SCID. Individuals with the diagnoses listed above who are current substance abuse users will be accepted and cases where individuals have a development disability will be determined on a case-by-case basis.

5. BEAM Program Deliverables

a. Remission

Achieve fewer hospitalizations and remission of symptoms of bipolar and mood disorder with psychotic features.

- i. Decrease number of inpatient episodes by 50%.
- ii. Decrease number of days in inpatient settings by 50%.
- iii. Increase participation in school, vocational training, and/or employment activities by 75%.

b. Rehabilitation

Provide individuals experiencing bipolar disorder with the skills and tools needed to both achieve lives they deem as meaningful and obtain increased social and occupational functioning. This includes:

- i. Knowledge and skill in using cognitive behavioral therapy techniques to understand their experiences, reduce associated distress and identify coping strategies.
- ii. Educational and vocational support services.

c. Recovery

Assist clients in increasing social functioning, including:

- i. Maintenance and/or recovery of personal relationships with family and friends.
- ii. Restoration of an interest in life and the life skills needed to participate fully in life.
- ii. An ability to understand and counter stigma.

d. Respect

Include participation and consent by client and his/her family in all treatment planning.

C. (re)MIND Alumni (Aftercare Services)

1. Introduction

In partnership with San Mateo County, Felton Institute (re)MIND and BEAM was one of the first in the nation to implement aftercare services in a community mental health setting. Aftercare services for early psychosis coordinated specialty care is the newest development to sustain long term recovery and treatment gains at individual level and assess the efficacy of psychosis early intervention over time.

2. Overview

While the psychiatric needs of individuals in (re)MIND/BEAM are usually met, other psychosocial services that are essential in maintaining stability in the community are not readily accessible after clients graduate from services into a lower level of care – including individual therapy in the CBT for Psychosis approach. A major concern for program graduates and their loved ones is the fear of losing their academic or employment achievements while not having a safety net in place. The (re)MIND Alumni program was developed with input of program participants, family members, and advocates to meet their identified needs.

3. (re)MIND Alumni Services

- a. Access to aftercare for program graduates and their family members to support the maintenance of gains achieved in psychosis early intervention treatment.
- b. Continue to track individual outcomes for up to four (4) years from initial entry to (re)MIND/BEAM to assist with demonstration of the long-term effectiveness of investing in Prevention and Early Intervention.
- c. Support post-early psychosis treatment graduates engaged in employment or educational activities or struggling with maintaining the same level of engagement after graduating (re)MIND/BEAM.
- d. Support family members in navigating the educational as well as the mental health system.
- e. Decrease dependence on mental health providers for case management needs,
- f. Develop cohort of graduate ambassadors to support new program participants and their families, enhancing hope and recovery as an achievable goal.

- g. Create a mechanism for increased therapist caseload capacity (additional 1.0 FTE) that will now include graduates in need of “booster sessions” in the Cognitive Behavioral Therapy for Psychosis approach and who may eventually require additional support to maintain gains post-treatment.
- h. Increase capacity to provide rehabilitation and evidence-based supported employment and education services to existing clients (while maintaining fidelity to the Individualized Placement and Support IPS model), with an optimum caseload of twenty (20) clients per 1.0 FTE specialized staff including:
 - i. Integrate aftercare services into the existing services in a manner that new program participants will be oriented to the program knowing that these resources are available. New participants and families will be afforded opportunities to engage with program graduates and their families, therefore enhancing mentorship and hope.
 - j. Aftercare services may be developed as a separate program component to (re)MIND and BEAM to aid participants and families in not experiencing re-admission as a step back in their recovery process, but rather as an additional resource as they progress towards planned long-term recovery goals.

4. Staffing

- a. 1.0 FTE Clinical Team Leader (licensed therapist) to assist with oversight of expanded services, increase caseload capacity, assist with intake and discharge coordination, and provide CBT booster sessions to graduates at-risk of relapse.
- b. 1.0 FTE Employment and Education Specialist to implement full IPS Model services to sustain therapeutic gains and support graduates as they navigate through stressors and challenges with attaining and sustaining employment and academic progress.
- c. 0.2 FTE Family Support Specialist and 0.2 FTE Peer Support Specialist, increasing the FTEs of two (2) existing part-time roles to full-time (Family Support Specialist and Peer Support Specialist). This will accommodate increased caseloads and expand availability of Peer and Family Support services

delivered by individuals with lived experience to current participants as well as alumni.

5. Operating costs include:
 - a. Lease an additional program vehicle, for transporting program participants and graduates to skill building activities and for traveling graduates to their respective Universities as needed.
 - b. Provide stipends for graduates for speaking engagements at (re)MIND/BEAM graduations, orientations, open houses, workshops, and presentations, which can enhance the experience of current program participants and their families.
 - c. Promote skill building activities for program participants incorporating graduates as facilitators/activity leaders.

D. Technology Supports for Clients

Through the Mental Health Service Act (MHSA) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act, BHRS has secured funding to provide technology supports (devices and data plans) for clients and family members of clients that would benefit from telehealth and/or other behavioral health services, but do not have the resources to purchase the technology they need.

BHRS selected a federally-subsidized program, T-Mobile For Government, that offers a low-cost data plan (internet service) along with free refurbished phones/tablets. Given the limited resources, this benefit should be prioritized for clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology supports.

1. Services
 - a. Through MHSA funding, Contractor received ONE THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS (\$1,479) MHSA one-time funding to purchase up to five (5) devices with a one-year data plan subscription and/or device accessories (earbuds, styluses, screen protectors, etc.) to support use of the devices by members. Contractor will distribute the devices and accessories in accordance with the guidance set forth in this agreement.
 - b. Contractor will continue to utilize the developed screening or process to allocate any remaining devices.

- c. Contractor will continue to utilize the developed user agreement for clients to support safety and accountability while using the devices. See Attachment U – Sample Device User Agreement and Waiver.

2. Reporting Activities

- a. As a condition of the MHSA One-Time funding, Contractor is required to submit monthly Tracking Logs, see Attachment V - Technology Supports – Monthly Reporting Form. Contractor shall report the following:
 - i. Client(s) name receiving device for participation in services.
 - ii. Number of devices used to support client services on-site (for example, a shared cell phone at residential facility to facilitate group sessions, field services, etc.); including the following information:
 - (1) location/site;
 - (2) service provided using the device(s); and
 - (3) number of clients served.

E. Health Order Compliance

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with

health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program)).

- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic.

2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

II. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30th. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor's unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

B. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.

- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f. Medications are disposed of after the expiration date and recorded.
- g. Injectable multi-dose vials are dated and initialed when opened.
- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

4. Timely Access to Services

The Contractor shall ensure compliance with the timely access requirements as referenced in 42 C.F.R. § 438.206(c)(1)(iv).

- a. Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall offer an available initial visit with an authorized client within **five (5) business days of the client's request for an appointment**. The client must be seen within **ten (10) business days** of the request for an appointment.
- b. The County shall monitor Contractor regularly to determine compliance with timely access requirements. (42 C.F.R. § 438.206(c)(1)(v)).
- c. The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to comply with timely access requirements. (42 C.F.R. § 438.206(c)(1)(vi)).

5. Record Retention

Paragraph 14 of the Agreement 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 ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

6. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRS Documentation Manual located online at: <http://www.smchealth.org/sites/default/files/docs/BHRS/BHRSDocManual.pdf>.

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

7. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

8. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

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

9. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website <http://www.smchealth.org/bhrs/providers/mandpost>.

10. Licensing Reports

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, BHRS Deputy Director of Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

11. Compliance with HIPAA, Confidentiality Laws, and PHI Security

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of

PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

- 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
- 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
- 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

12. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. Confidentiality & HIPAA for BHRS Mental Health and AOD: All New Staff HIPAA
- b. Compliance Training for BHRS New Staff
- c. Fraud, Waste, & Abuse Training for BHRS: All New Staff
- d. Critical Incident Management for BHRS
- e. Cultural Humility
- f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67.

Contractor must register on the LMS site to access the training modules. The link to register for a LMS new account is:

<https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>

. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

13. Site Certification

- a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, Medi-Cal, Medicare, or Drug Medi-Cal.
- b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
 - 1) Major leadership or staffing changes.
 - 2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
 - 3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
 - 4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
 - 5) Change of ownership or location.
 - 6) Complaints regarding the provider.

14. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

15. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment F – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment F and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment F – Agency/Group Credentialing Information each month and submit the

completed form to BHRIS Quality Management via email at: HS_BHRIS_QM@smcgov.org or via a secure electronic format.

16. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRIS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRIS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRIS clients. Contractor may utilize BHRIS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

17. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
2. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

18. Staff Termination

Contractor shall inform BHRIS, in a timely fashion, when staff have been terminated. BHRIS Quality Management requires prompt

notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

19. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30th of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual

orientation in health records to improve service provision and help in planning and implementing CLAS standards.

- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
 - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
 4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
 5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM at ode@smcgov.org to plan for appropriate technical assistance.

D. 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.

III. GOALS AND OBJECTIVES

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

A. (re)MIND

1. Remission

Goal: To achieve fewer hospitalizations and remission of disabling symptoms.

Objective 1: At least 50% of clients enrolled in program for at least 12 months will experience decrease in the number of inpatient episodes in comparison to the 12 month-period prior to admission.

Objective 2: At least 50% of clients enrolled in program for at least 12 months will experience decrease in the number of days hospitalized in comparison to the 12 month-period prior to admission.

Objective 3: At least 75% of clients enrolled in program will have satisfactory participation in school, vocational training, volunteering and/or employment activities.

Objective 4: Percentage of clients maintained at current or lower level of care will be at least 80%.

Data to be collected by Contractor (CIRCE and Avatar records).

2. Satisfaction

Goal: To enhance client's and parent's or other caregiver's satisfaction with the services provided.

Objective 1: At least 90% of respondents will agree or strongly agree that they are satisfied with services received.

Objective 2: At least 75% of respondents will agree or strongly agree that the client is better at handling daily life.

Data to be collected by County.

B. BEAM

1. Remission

Goal: To achieve fewer hospitalizations and remission of disabling symptoms.

Objective 1: At least 50% of clients enrolled in program for at least 12 months will experience decrease in the number of days hospitalized in comparison to the 12 month-period prior to admission.

Objective 2: At least 50% of clients enrolled in program for at least 12 months will experience decrease in the number of days hospitalized in comparison to the 12 month-period prior to admission.

Data to be collected by Contractor (CIRCE and Avatar records).

2. Rehabilitation

Goal: To provide individuals experiencing bipolar and mood disorder with psychotic symptoms with the skills and tools needed to both achieve lives they deem as meaningful and obtain increased social and occupational functioning.

Objective: At least 75% of clients enrolled in program will have satisfactory participation in school, vocational training, volunteering and/or employment activities.

Data to be collected by the Contractor and obtained through evaluation and outcomes measures.

3. Satisfaction

Goal: To enhance client's and parent's or other caregiver's satisfaction with the services provided.

Objective: At least 90% of respondents will agree or strongly agree that they are satisfied with services received.

C. (re)MIND Alumni (Aftercare Services)

1. Remission

Goal: To sustain management of disabling symptoms and foster long term recovery and community engagement.

Objective: At least 70% of participants will maintain current or lower level of care post-graduation from intensive (re)MIND/BEAM programs

2. Recovery

Goal: To improve on the quality of engagement in employment and education goals and activities (i.e. transitioning from high school to college, increasing from part-time to full-time, advancing in positions, etc.).

Objective: 40% of participants enrolled in the program for 12 months or more will be engaged in new levels of employment or education, as measured by enrollments documented in Circe and Avatar records.

Data to be collected by Contractor and the County.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
FELTON INSTITUTE
FY 2021 – 2022

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed THREE MILLION THREE HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS (\$3,335,952).

B. Payment Rate

1. (re)MIND

The maximum amount County shall be obligated to pay Contractor for (re)MIND services under this agreement shall not exceed ONE MILLION NINE HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$1,928,850).

- a. For the first year of the agreement, (July 1, 2021 – June 30, 2022), County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or EIGHTY THOUSAND THREE HUNDRED SIXTY-NINE DOLLARS (\$80,369).
- b. For the second year of the agreement, (July 1, 2022 – June 30, 2023), County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or EIGHTY THOUSAND THREE HUNDRED SIXTY-NINE DOLLARS (\$80,369).

2. BEAM

The maximum amount County shall be obligated to pay Contractor for BEAM services under this agreement shall not exceed NINE HUNDRED NINE THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS (\$909,566).

- a. For the first year of the agreement, (July 1, 2021 – June 30, 2022) County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or THIRTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS (\$37,899).
- b. For the second year of the agreement, (July 1, 2022 – June 30, 2023) County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or THIRTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS (\$37,899).

3. Aftercare Program

The maximum amount County shall be obligated to pay Contractor for the Aftercare Program under this agreement shall not exceed FOUR HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS (\$497,536).

- a. For the term July 1, 2021 – June 30, 2022, County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or TWENTY THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS (\$20,731).
- b. For the term July 1, 2022 – June 30, 2023, County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or TWENTY THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS (\$20,731).

4. Technology Supports for Clients

Contractor shall submit the corresponding Attachment V Reporting Form for the technology supports of the cell phones, funded by the MHSA. Contractor's reporting shall include monthly tracking logs as described in Exhibit A – Reporting Activities.

- C. Payments made to Contractor under the terms of this Agreement may be used for Program staff salaries, Program operations, and other direct expenses essential to the Program. No funds paid by County through this Agreement shall be spent for fundraising.

- D. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- E. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- F. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- G. 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.
- H. In the event this Agreement is terminated prior to June 30, 2023, 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 Chief of San Mateo County Health or designee.
- I. 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.
- J. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- K. Monthly Invoice and Payment
 - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.
 - a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and

will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to BHRS-Contracts-Unit@smcgov.org OR:

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

- L. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.
- M. 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.
- N. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to

reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

O. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

P. Cost Report

Contractor shall submit to County year-end cost reports no later than ninety (90) days after the end of each applicable fiscal year (June 30th). These reports shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. These Cost Reports shall include accountings for all services provided through the agreement for the applicable period, separate accountings for Child and Family Treatment Administration Services and for Child and Family Treatment Quality Assurance/Quality Improvement services, and separate accountings for services provided by subcontractors. Contractor shall have its books of accounts audited annually by a Certified Public Accountant and a copy of said audit reports shall be submitted along with the Cost Reports.

Q. 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 R of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

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

2. Option 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 R of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms

shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

R. 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.

S. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____ 20__

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A.4. 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.

*** END OF EXHIBIT B ***

**Attachment C
Election of Third Party Billing Process**

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

We Felton Institute elect option one.

Signature of authorized agent

Name of authorized agent

Telephone number

Option Two

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

We Felton Institute elect option two.

Marvin Davis Digitally signed by Marvin Davis
DN: cn=Marvin Davis, o=Felton Institute,
ou, email=mrdavis@felton.org, c=US
Date: 2021.10.01 15:08:09 -0700

Marvin Davis

Signature of authorized agent

Name of authorized agent

510-844-8244 ext. 418

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, Revenue and Reimbursement Manager
Behavioral Health and Recovery Services
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403
(650) 573-2284

Attachment D – Agency Payor Financial

| | | |
|---|---|------------------------|
| Client ID (<i>Do name search</i>): | Client Date of Birth (Required): | SSN (Required): |
|---|---|------------------------|

| | | |
|-------------------|--------------------|-------------|
| Last Name: | First Name: | M.I. |
|-------------------|--------------------|-------------|

| | |
|-----------------------------------|---|
| Alias or other names used: | Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|-----------------------------------|---|

Does Client have Medi-Cal? Yes No **Share of Cost Medi-Cal?** Yes No

Client's Medi-Cal Number (CIN Number)? _____

Please attach copy of MEDS screen. If client has Full Scope Medi-Cal and no other insurance coverage, skip the remaining sections of this form and fax to MIS/Billing Unit (650) 573-2110.

Is client potentially eligible for Medi-Cal benefits? Yes No Client referred to Medi-Cal? Yes No

Date of Referral: _____ **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

What is the Client's Medicare Number (HIC Number)? _____

Signed Assignment of Benefits? Yes No **Please attach copy of Medicare card**

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.

3rd Party Health Insurance Information

Health Plan or Insurance Company (Not employer)

Company Name: _____ **Policy Number:** _____

Street Address: _____ **Group Number:** _____

City: _____ **Name of Insured Person:** _____

State: _____ **Zip:** _____ **Relationship to Client:** _____

Insurance Co. phone number: _____ **SSN of Insured Person (if other than client):** _____

Please attach copy of insurance card (front & back) **Signed Assignment of Benefits?** Yes No

Does the client have Healthy Kids Insurance? Yes No **If Yes, please attach copy of insurance card (front & back)**

Does the client have HealthWorx Insurance? Yes No **If Yes, please attach copy of insurance card (front & back)**

Client Authorization

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 will pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not authorize, 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 un 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

Signature of Client or Authorized Person

Date

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

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

- a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Felton Institute

Name of Contractor

Marvin Davis

Digitally signed by Marvin Davis
DN: cn=Marvin Davis, o=Felton Institute, ou,
email=mdavis@felton.org, c=US
Date: 2021.10.01 15:08:40 -07'00'

Signature of Authorized Official

Marvin Davis

Name (please print)

Chief Financial & Operations Officer

Title (please print)

October 1, 2021

Date

ATTACHMENT I

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

The undersigned (hereinafter called "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:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Digitally signed by Marvin Davis
DN: cn=Marvin Davis, o=Felton Institute, ou,
email=mdavis@felton.org, c=US
Date: 2021.10.01 15:09:36 -0700

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."

**I. SUMMARY OF DISASTER AND EMERGENCY RESPONSE PLAN
("PLAN")**

(The Plan summary sets for the major processes, procedures and goals of the Plan, including a general description of the agency's plans for response and recovery in the immediate aftermath of a national, state, or local disaster or emergency and the agency's plans for the continuation of Services under the Agreement during and after the disaster or emergency.)

II. KEY PERSONNEL AND CONTACT INFORMATION

| Name/Title | Role in Plan Implementation | Work Phone | Cell Phone | Work Email | Personal Email |
|-------------------|------------------------------------|-------------------|-------------------|-------------------|-----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

III. EMERGENCY RESPONSE PLAN

(Detailed description of the agency's plan to respond to and recover from the emergency. This includes key matters that need to be addressed and acted on immediately in the event of an emergency to ensure the on-going viability of the agency. May include a description of the agency's plans to address leadership/succession, in the event that agency's leaders are unavailable or incapacitated; securing and establishing alternate facilities and equipment in the event that the agency's primary facilities or equipment are unavailable; access to telecommunications and information technology and other matters appropriate to the agency and its mission.)

IV. CONTINUITY OF OPERATIONS

(This is a detailed description of the agency's plan to ensure the ongoing continuation of services under the Agreement during and after a disaster or emergency. Recognizing that each disaster or emergency will be unique and will pose diverse challenges and constraints that may be impossible to fully anticipate, this section should include a description of the agency's plans for ensuring that staff needed to provide the services set forth in the Agreement are available and able to provide the services and that the agency has identified a process for securing the equipment and supplies needed to perform such services. The agency should attempt to identify, to the extent feasible, the additional personnel, equipment and supply costs that it would incur in providing such ongoing continuity of services to the County.)

V. PLAN PRACTICE AND EXERCISING

(The agency should describe its process to ensure that agency staff is informed of, and trained on, the Plan. This may include a general description of the training materials that are prepared and provided to agency staff and any initial and follow-on training that may be provided.)

VI. OTHER MATTERS

(In this section, the agency will discuss other emergency response-related matters unique to the agency and its mission.)