

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PYRAMID ALTERNATIVES, INC.**

THIS FIFTH AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PYRAMID ALTERNATIVES, INC. hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an agreement ("Original Agreement") for professional services on September 27, 2011, for the term of July 1, 2011 through June 30, 2012, for a maximum obligation of \$1,474,108; and

WHEREAS, on February 14, 2012, your Board approved a first a amendment to the agreement, increasing the maximum obligation by \$240,000 to a new maximum of \$1,714,108; and

WHEREAS, on April 16, 2012, the Health System Chief approved a second amendment to the agreement increasing the maximum obligation by \$10,000 to a new maximum of \$1,724,108; and

WHEREAS, on June 19, 2012, your Board approved a third amendment to the agreement, increasing the maximum obligation by \$1,599,862 to a new maximum of \$3,323,970, and extending the term of the agreement through June 30, 2013.

WHEREAS, on July 10, 2012, the Health System Chief approved a fourth amendment to the agreement, increasing the maximum obligation by \$10,000 to a new maximum of \$3,333,970, and the term of the agreement remains the same.

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the agreement a fifth time increasing the maximum obligation by \$759,466 to a new maximum of \$4,093,436 and extending the term of the agreement to December 31, 2013.

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

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR MILLION NINETY-THREE THOUSAND FOUR HUNDRED THIRTY-SIX DOLLARS (\$4,093,436).

2. Paragraph 4. Term and Termination is hereby deleted and replaced with the Paragraph 4. Term and Termination below:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through December 31, 2013.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

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

Signature page to follow.

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

COUNTY OF SAN MATEO


By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PYRAMID ALTERNATIVES, INC.



Contractor's Signature

Date: 05/21/13

EXHIBIT A – SERVICES
PYRAMID ALTERNATIVES, INC.
FY 2011 – 2014

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

I. ALCOHOL AND DRUG PREVENTION SERVICES

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, incorporated by reference herein. Reimbursement is contingent upon client eligibility and compliance with referral and authorization procedures as outlined in the AOD Provider Handbook located at <http://www.aodsystems.com/SMC/Index.htm>.

A. Community-Based Partnership

The Contractor will be the lead/fiscal agency for the Community-Based Partnership for the provision of alcohol and other drug-related prevention services in East Daly City/Bayshore region in San Mateo County.

1. General Requirements

Contractor will follow, and assure that the Community-Based Partnership follows federal, state, and local requirements, including general administrative, fiscal, and reporting responsibilities. These requirements and responsibilities are set forth in the AOD Provider Handbook.

2. Work Plan and Budget Development and Approval:

- a. Contractor will develop a Work Plan in collaboration with the Community-Based Partnership, based on the Partnership's assessment of community-level conditions, priorities, and capacity with respect to alcohol and other drug issues.
- b. Contractor will develop a Budget in consultation with the Community-Based Partnership. The Budget must be consistent with the scope of work reflected in the Work Plan and shall include a twenty percent (20%) in-kind match.
- c. Contractor's Work Plan and Budget must be approved by the AOD Administrator or designee. The approved Work Plan and Budget are hereby incorporated by reference. Work Plan requirements include, but are not limited to:

- i. Work Plan shall align with the Behavioral Health and Recovery Services Prevention Framework and the Alcohol and Other Drug Services Strategic Prevention Framework. These documents are located in the AOD Provider Handbook.
- ii. Work Plan objectives shall be identified and strategies shall be developed with community input, and based upon local data. Strategies shall seek to impact community systems. Work Plan shall address the five (5) steps in the Strategic Prevention Framework: Assessment, Capacity, Planning, Implementation, and Evaluation.
- iii. Objectives must be specific and measurable with strategies and activities appropriate to achieve objectives.
- iv. Changes to the Work Plan and/or corresponding Budget must be negotiated collaboratively with the Community-Based Partnership and BHRS AOD. Work Plan modifications are subject to approval by the BHRS AOD Administrator or designee.

3. Work Plan Implementation

- a. Contractor shall implement Work Plan strategies and activities to achieve Work Plan objectives.
- b. Contractor shall include the BHRS AOD Analyst in the meetings of the Community-Based Partnership to provide technical assistance consultation and to monitor progress towards accomplishing the objectives described in the Work Plan.

4. Participation in BHRS Alcohol and Other Drug Sponsored Activities

- a. Contractor shall participate in BHRS AOD sponsored and recommended training, and technical assistance opportunities, and in county-wide level networking meetings and events, and shall encourage community partners to participate as well.

B. Lead Agency Administrative and Reporting Requirements

1. CalOMS Prevention Data Collection and Reporting

- a. Enter data on a regular basis (as services occur) documenting the Community-Based Partnership's implementation activities into the California Department of Alcohol and Drug Program's web-based Outcomes Measurement System for Prevention (CalOMS Pv) Data System and in accordance with the requirements of the AOD Provider Handbook.

- b. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The link to the Web-based CalOMS Prevention data system is:
<https://kitservices1.kithost.net/calomspv/pSystem.aspx>.
 - c. Communicate with BHRS AOD staff regarding CalOMS Pv data review and comply with BHRS AOD staff requests for data corrections and/or changes.
- 2. Implementation Progress Reporting
 - a. Maintain documentation of all Work Plan activities.
 - b. Contractor shall document Work Plan progress, including successes, challenges, participation by community residents, youth, and other sector representatives, and timeliness.
 - i. Provide a written quarterly progress update to the assigned AOD Analyst in a format provided by the BHRS AOD Administrator or designee.
- 3. Financial and Units of Service Reporting
 - a. Submit the Quarterly Expense, Revenue, and Units of Service Report, Year-end Cost Report, and Agency Audit to the assigned AOD Analyst in accordance with the requirements of the AOD Provider Handbook.
 - b. Report hours of staff availability dedicated to alcohol and other drug community-based prevention activities and efforts, including preparation time and record keeping time, for each fiscal year. Annual hours of staff availability are determined based upon the following formula: 1 FTE = 1,787 hours of staff availability.

II. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, incorporated by reference herein. Reimbursement is contingent upon client eligibility and compliance with referral and authorization procedures as outlined in the AOD Provider Handbook located at <http://www.aodsystems.com/SMC/Index.htm>. A description of the following services is outlined in the AOD Provider Handbook.

A. Fixed Rate Services

1. Outpatient Treatment

2. County Day Treatment
3. Mental Health Services Act Co-Occurring
4. CalWORKS

In accordance with the AOD Provider Handbook, Contractor will provide the following alcohol and drug treatment and recovery services to clients who are CalWORKS eligible. Contractor shall submit Quarterly reporting in accordance with the AOD Provider Handbook.

- a. Day Treatment
A minimum of nine (9) hours per week of counseling and/or structured therapeutic activities shall be provided for each client.
- b. Outpatient Treatment
One (1) hour individual and/or group counseling session provided for outpatient alcohol and drug treatment and recovery services.

B. Fee For Service

1. Drug Court Funded Services
 - a. Outpatient Treatment Services
One (1) hour individual and/or group counseling session provided for CDCI/DCP funded outpatient alcohol and drug treatment and recovery services.
 - b. Day Treatment Services
Day Treatment Services per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.
 - c. Drug Testing
The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan.
 - d. Aftercare Treatment Services
Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for CDCI/DCP funded aftercare alcohol and drug treatment and recovery services.
 - e. Marriage Therapy Services
One (1) hour marriage therapy session provided per married couple referred by the Drug Court Team for CDCI/DCP funded marriage

therapy services.

f. Individual and Family Therapy

Ancillary counseling services refer to counseling services, not directly to substance abuse treatment. These services are necessary for the continuum of the individuals' success. Services shall include the following:

- i. Ancillary counseling, including individual, group, and/or conjoint family counseling.
- ii. The ancillary counseling services will be provided by Licensed Marriage Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), Psychologist, or other licensed clinical professional staff. Any counseling services provided by non-licensed staff shall be under the supervision of a licensed professional and meet the standards as required by the state licensing guidelines.
- iii. Contractor shall have the appropriate infrastructure to provide services in County identified threshold languages, such as Spanish, Tagalog, Mandarin and Cantonese.
- iv. Program participants' AOD Case Manager will monitor the progress of each participant referred to ancillary counseling services. The licensed clinical professional will provide frequent, regular updates regarding the participants' participation to the Case Manager.

2. Achieve 180 Re-Entry Services

a. Outpatient Treatment Services

- i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
- ii. One half (1/2) hour individual counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.

b. Day Treatment Services

Day treatment services per individual for each visit day provided within the approved treatment period for Achieve 180 Re-Entry funded alcohol and drug day treatment and recovery services.

3. Ryan White

a. Outpatient Treatment Services

b. Day Treatment Services

4. Criminal Justice Realignment

Contractor shall provide authorized services to individuals meeting the Criminal Justice Realignment (CJR) eligibility criteria as determined by AB 109 and AB 117 and referred by the CJR program.

Substance use disorder (SUD) treatment shall be provided to eligible offenders based on treatment need with available funding resources. A full continuum of SUD treatment services are available to CJR clients based on assessed treatment need.

a. Outpatient Treatment Services

A minimum of one group counseling session, of one and one half (1½) hours per week will be provided to each approved and authorized CJR participant and funded as part of CJR outpatient alcohol and drug treatment and recovery services.

A minimum of one half (½) hour individual counseling session per individual provided within the approved treatment period for CJR funded outpatient alcohol and drug treatment and recovery services.

b. Intensive Outpatient Treatment Services

Intensive Outpatient services are per individual for each visit day provided for CJR funded alcohol and drug treatment and recovery services. Services must be provided a minimum of three (3) hours per day, with a minimum of three (3) visit days per week.

5. Medicaid Coverage Expansion Health Coverage

BHRS will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. Substance use treatment modalities provided under the MCE program include:

a. Outpatient Services

b. Intensive Outpatient Services

c. Treatment Readiness/Pre-Treatment Services

d. Recovery Management/Continuing Care Services

C. Description of Unique Program Services

In full consideration of the payments herein provided for, Contractor shall provide

Outpatient and Intensive Day Treatment services. Contractor will provide these services in compliance with the requirements of the AOD Provider Handbook including additions and revisions, incorporated herein.

Contractor shall provide a minimum of one to two (1-2) days a week of Outpatient therapy. Services will include a minimum of two (2) individual counseling sessions per month and minimum of three (3) hours of recovery-oriented group counseling per week. Program topics will include addiction and recovery, parenting skills, health issues, and ongoing educational workshops.

Contractor shall provide a minimum of three to four (3-4) days a week of Intensive Day Treatment. Program shall consist of weekly group sessions, face-to-face (individual) sessions, process groups and education.

Contractor's basic alcohol and drug treatment program shall include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at six (6) months and twelve (12) months after intake for each program participant.
2. Ancillary services will include access to vocational and job training, medical services, ESL/GED, advanced education, mental health services, detoxification services and other drug treatment, HIV/AIDS, HEP A.B.C, and STD testing and education, and other appropriate services provided by the County of San Mateo. Education will be offered by Contractor.
3. Access will be provided to community involvement to encourage participants to be active in their community and in society. These activities may include community service, school or training programs, volunteer work or employment.
4. Collateral services will be provided to family members including education on substance abuse behavior and lifestyle, along with educational meetings on how to give support to the family member in treatment.
5. Program topics will include addiction and recovery, the twelve-step model of recovery, family dynamic, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, educational issues, and relapse prevention.
6. Cases coordination and referrals with other San Mateo County providers as necessary.
7. Aftercare services will be provided to program participants upon completion

of Contractors treatment program. Aftercare services will include:

- a. An aftercare plan developed with each program participant prior to the final phase of the treatment program; and
- b. Two (2) hours of relapse prevention each month for each program participant including ongoing program activities, group and individual support, education and ongoing links to community services.

8. Evaluation and referral for medical co-occurring issues.

D. Non-Reimbursable Services

1. Driving Under The Influence (DUI)

In accordance with the AOD Provider Handbook, Contractor will provide the DUI program services to clients who have been referred by the Department of Motor Vehicles, Probation, and the Superior Courts.

2. Deferred Entry of Judgment (DEJ)

In accordance with the AOD Provider Handbook, Contractor will provide the DEJ to clients who have been referred by the Probation Department.

E. Priority Populations

Contract funds must be used to serve priority population clients. Specifically, contractor will give priority admission to:

1. Populations required by Substance Abuse Prevention and Treatment (SAPT) Block Grant;
2. Clients with MCE health insurance coverage;
3. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010;
4. San Mateo County residents who are referred by BHRS;
5. Referrals from other San Mateo County AOD providers, including the Methadone Clinic, Palm Avenue Detox, and First Chance Sobering Station referrals;
6. Shelter referrals within San Mateo County;

F. Administrative Requirements

1. Standards of Care

The County has identified specific Standards of Care (SOC) for treatment services, which incorporate scientific research, and clinical practice, which has been proven effective in the provision of services to clients receiving treatment services. SOC are guidelines for providing comprehensive, client centered, culturally competent screening, assessment and treatment for clients with substance abuse and/or substance dependence/addiction or co-occurring disorders.

Contractor will work towards full compliance with the SOC, specifically:

- a. Contractor will continue to develop and implement the activities and achieve the objectives described in the approved San Mateo County AOD SOC implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly to the assigned AOD Analyst on the progress and outcomes of the COD work plan.
- d. Contractors receiving Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

2. Continuous Quality Improvement

To enhance the quality and efficiency of services, Contractor will have an established Continuous Quality Improvement (CQI) program. CQI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan. Contractor has established a mechanism whereby contractors will identify processes and practices at the organizational level which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment.

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement, quality review, and quarterly utilization.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the

Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.

- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.
- e. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

3. Co-occurring/Complex Disorders

Contractor will work to improve treatment outcomes for co-occurring/complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor will establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work Plan, or it may be a separate process.
- c. Contractor will report quarterly to the assigned AOD Analyst on the progress and outcomes of the COD work plan.
- d. Contractors receiving Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

4. AVATAR Electronic Health Record

Contractor worked collaboratively with BHRS in the implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements through June 30, 2013.

- d. Contractor shall enter client service data into Avatar for service being provided under County contract and includes: date of service, service type, service units and service duration.
- e. Contractor shall enter client wait list data into Avatar. This information will be used to determine unmet treatment needs and wait times to enter treatment.

5. Qualified Service Organization

As a qualified service organization, BHRS agrees to provide the following services:

- a. Centralized screening, assessment, and treatment referrals;
- b. Billing supports and services;
- c. Data gathering and submission in compliance with Federal, State, and Local requirements;
- d. Policies and procedures related to the service provision, documentation, and billing;
- e. Quality Management, problem resolution, and utilization review; and
- f. Education, training and technical assistance as needed.
- g. In addition, BHRS:
 - i. Acknowledges that in receiving, storing, processing, or otherwise using any information from the alcohol/drug program about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
 - ii. Undertakes 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
 - iii. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

6. Building Capacity

The County seeks to build capacity and increase access to treatment services for San Mateo County residents. Contractor will work with BHRS to maximize the revenues and increase access to care in the following ways:

a. MCE

Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Provider Handbook and the BHRS Documentation Manual located at:

<http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.

b. Other Revenue Enhancement

Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to other Medi-Cal funded services, or new revenues opportunities.

7. MCE Program Requirements

- a. Contractor will screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;
- b. Contractor will facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
- c. Contractor will not charge clients with MCE eligibility for substance use treatment services;
- d. Contractor will request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
- e. Contractor will document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;
- f. Contractor will track and report on services and submit invoices for client MCE services provided following required policies and procedures;
- g. Contractor will correct and resubmit disallowed claims, as requested;
- h. Contractor shall ensure that personnel delivering direct services to

clients will have the appropriate professional license and/or certification as outlined in the AOD Provider Handbook.

8. CalWORKs Program Requirements

Contractor will collect the following information and report it on a monthly basis: the client's name, DOB, DAISY ID#, CalWORKs/CalWIN#, Medi-Cal/BIC# (if applicable), case worker name, admission date, discharge date, the number of bed days, visit days and/or, staff hours including individuals and group visits, and the referring agency. Contractor will collect the following outcomes data on each client exiting treatment, and report it on a quarterly basis:

- a. Employment status
- b. Housing status
- c. Status of current alcohol or other drug use

Further information on reporting forms and verifying clients' CalWORKs eligibility can be found on the AOD Provider Handbook.

III. MENTAL HEALTH SERVICES

In full consideration of the payments herein provided for, Contractor shall provide Mental Health Services authorized by the San Mateo County Division of Behavioral Health and Recovery Services (BHRS), and as meet medical necessity. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. The San Mateo County BHRS Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail.

A. Mental Health Plan (Authorized by the Mental Health Plan)

1. General Description of Services

Contractor shall provide services for clients under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by Medi-Cal and Healthy Kids Programs, client caregivers who are covered by HealthWork, clients who are covered by the Health Plan of San Mateo CareAdvantage program for Medicare, and clients known to be indigent, for whom the MHP has assumed responsibility.

- a. All clients shall be authorized for service by the Mental Health Services Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
- b. These services shall be provided in a manner prescribed by the laws of California and in accord with all other applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this agreement must directly support services specified in this Contract.
- c. Services must be pre-authorized by the MHP.
- d. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
- e. All services shall be provided by licensed, waived or registered mental health staff.
- f. Services shall include the following:
 - 1) Initial Assessment Services
This includes clinical analysis of the history and current status of the client/enrollee's mental, emotional or behavioral condition.
 - 2) Treatment Services:
 - i. Individual Therapy
Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.
 - ii. Family Therapy
Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.

iii. Group Therapy

Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.

iv. Collateral services, including contact with family and other service providers.

Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).

v. Clinical Consultation (via phone)

Clinical Consultations consists of contact with one or more mental health professionals for the purpose of obtaining advice for the evaluation or management of a specific problem and for care coordination.

2. Staffing

Contractor shall ensure that all services are provided by:

- a. Licensed, waived or registered mental health professionals;
- b. Staff experienced in the provision of therapy services for co-occurring illnesses;
- c. Staff experienced in the provision of therapy services to parents/caregivers who may have mental health issues which require intervention;
- d. Staff capable of working with a culturally diverse population; and
- e. Services may be provided by graduate school trainees as co-therapists of group or family therapy, provided that such trainees are supervised by licensed professionals.

B. Community Capacity Building

Contractor shall designate one (1) .10 FTE to serve as Co-Lead of the Chinese Initiative and participate in cultural competence efforts within BHRS.

C. Administrative Requirements

1. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement. Documentation shall be completed in compliance with the Mental Health Services Documentation Manual, which is incorporated into this Agreement by reference herein.
2. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
3. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

4. 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.

5. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

6. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

7. Contractor shall participate in all activities assigned by BHRS Quality Improvement.

8. Developmental Assets

Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals.

D. Goals and Objectives

Mental Health Services (authorized by the MHP)

Goal 1: Contractor shall avoid more intensive levels of mental health services for clients.

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit between the time of intake and a year after intake.

Goal 2: All clients receiving at least three (3) treatment services shall be administered a client satisfaction survey provided by the MHP.

Objective 2: At least ninety percent (90%) of respondents will agree or strongly agree that the client is satisfied with service as measured by client satisfaction survey administered by the MHP.

Data to be collected by County.

IV. ADMINISTRATIVE REQUIREMENTS – ALL PROGRAMS

A. 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 650-573-2714 or jafrica@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 Program Manager and the Health Equity Initiatives Manager (HEIM) by September 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;
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues; (such as a cultural competence committee)
 - c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation;
 - 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 with clients in a culturally and linguistically appropriate manner);
 - e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives 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.
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 for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (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, the contractor is expected to contact Access Call Center or their BHRS 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. Technical Assistance

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

- B. Paragraph 13 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 minimum of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

- C. Administering Satisfaction Surveys

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

- D. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual 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 using the following websites:

1. Office Of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov .

2. California Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:

http://files.medical.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director of Youth Services, Adult and Older Adult Services, or the Manager of AOD Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.
- E. Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual which is located online at: <http://smchealth.org/SOCMHContractors>. Documentation for AOD services shall be in compliance with the AOD Provider Handbook.

F. Advance Directives

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

G. 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 Section 10. Compliance with laws; payment of Permits/Licenses.

H. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

I. 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.

J. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical staff (or obtain a waiver). All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form and submitted to the BHRS Quality Management team. Thereafter, on a yearly basis, Contractor is responsible to conduct a re-credentialing check verifying the NPI number, and ensure that qualification standards have been met and all applicable licenses are current.

K. Contractor shall inform County, in a timely fashion, when staff have been terminated. BHRS requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form

L. 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.

EXHIBIT B – PAYMENTS AND RATES
PYRAMID ALTERNATIVES, INC.
FY 2011 – 2014

In full consideration of the services provided by Contractor, County shall pay Contractor as follows:

I. ALCOHOL AND DRUG PREVENTION SERVICES

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook.

A. Community-Based Partnership

In full consideration of the services provided by Contractor, the total amount for alcohol and drug prevention services described in this Agreement is TWO HUNDRED NINETY-ONE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS (\$291,667).

September 1, 2011 – June 30, 2012

| | Funding Amount | Payment Amount | Release of Payment |
|---|----------------|----------------|--------------------|
| NRC Funded Prevention (community-based partnership) | \$104,167 | \$10,417 | Monthly |

July 1, 2012 – June 30, 2013

| | Funding Amount | Payment Amount | Release of Payment |
|---|----------------|----------------|--------------------|
| NRC Funded Prevention (community-based partnership) | \$125,000 | \$10,417 | Monthly |

July 1, 2013 – December 31, 2013

| | Funding Amount | Payment Amount | Release of Payment |
|---|----------------|----------------|--------------------|
| NRC Funded Prevention (community-based partnership) | \$62,500 | \$10,417 | Monthly |

II. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook.

A. Fixed Rate Payments

For the term July 1, 2011 through June 30, 2012, Contractor shall be paid in twelve (12) monthly payments of THIRTY-FIVE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$35,438).

July 1, 2011 – June 30, 2012

| Services | Funding Amount | Monthly Funding Amount | Rate | Units Of Service per FY |
|-----------------------------|------------------|------------------------|----------|-------------------------|
| NRC: Outpatient | \$200,016 | \$16,668 | \$43.30 | 4,619 |
| County Outpatient | \$40,399 | \$3,366 | \$43.30 | 933 |
| MCE- county match | \$27,667 | \$2,306 | | |
| CalWORKs – Day TX | \$10,000 | \$833 | \$120.00 | 84 |
| CalWORKs - Outpatient | \$11,139 | \$928 | \$50.00 | 222 |
| County Day Treatment | \$98,857 | \$8,238 | \$151.00 | 654 |
| MHSA Co-Occurring Disorders | \$37,185 | \$3,099 | \$45.01 | 826 |
| TOTAL | \$425,263 | \$35,438 | | |

For the term July 1, 2012 through June 30, 2013, Contractor shall be paid in twelve (12) monthly payments of THIRTY-FOUR THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS (\$34,188).

July 1, 2012 – June 30, 2013

| Services | Funding Amount | Monthly Funding Amount | Rate | Units Of Service per FY |
|-----------------------|----------------|------------------------|----------|-------------------------|
| NRC: Outpatient | \$200,016 | \$16,668 | \$43.30 | 4,619 |
| County Outpatient | \$30,399 | \$2,533 | \$43.30 | 702 |
| MCE- county match | \$22,667 | \$1,889 | | |
| CalWORKs – Day TX | \$10,000 | \$833 | \$120.00 | 84 |
| CalWORKs - Outpatient | \$11,139 | \$928 | \$50.00 | 222 |
| County Day Treatment | \$98,857 | \$8,238 | \$151.00 | 654 |

| | | | | |
|-----------------------------|-----------|----------|---------|-----|
| MHSA Co-Occurring Disorders | \$37,185 | \$3,099 | \$45.01 | 826 |
| TOTAL | \$410,263 | \$34,188 | | |

For the term July 1, 2013 through December 31, 2013, Contractor shall be paid in six (6) monthly payments of THIRTY-FOUR THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS (\$34,188).

July 1, 2013 – December 31, 2013

| Services | Funding Amount | Monthly Funding Amount | Rate | Units Of Service per FY |
|-----------------------------|----------------|------------------------|----------|-------------------------|
| NRC: Outpatient | \$100,008 | \$16,668 | \$43.30 | 2,309 |
| County Outpatient | \$15,199 | \$2,533 | \$43.30 | 351 |
| MCE- county match | \$11,334 | \$1,889 | | |
| CalWORKs – Day TX | \$5,000 | \$833 | \$120.00 | 42 |
| CalWORKs - Outpatient | \$5,569 | \$928 | \$50.00 | 111 |
| County Day Treatment | \$49,429 | \$8,238 | \$151.00 | 327 |
| MHSA Co-Occurring Disorders | \$18,592 | \$3,099 | \$45.01 | 413 |
| TOTAL | \$205,132 | \$34,188 | | |

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION FORTY THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS (\$1,040,658).

B. MCE Match and Federal Financial Participation

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement fifty percent (50%) is the current published Federal Financial Participation (FFP) percentage. Rates for FY 2012-13 shall be established subsequent to the Agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the Agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match fifty percent (50%) and FFP fifty percent (50%). The fifty percent

(50%) County match is included in the fixed rate payments. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor.

The FFP maximum for the term July 1, 2011 through June 30, 2012, shall not exceed TWENTY-SEVEN THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS (\$27,667).

| July 1, 2011 – June 30, 2012 | |
|---------------------------------------|-----------|
| Service | Unit Rate |
| | |
| County Funded Match | \$27,667 |
| Federal financial Participation (FFP) | \$27,667 |
| | |
| TOTAL MCE SERVICE FUNDING | \$55,334 |

The FFP maximum for the term July 1, 2012 through June 30, 2013, shall not exceed TWENTY-TWO THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS (\$22,667).

| July 1, 2012 – June 30, 2013 | |
|---------------------------------------|-----------|
| Service | Unit Rate |
| | |
| County Funded Match | \$22,667 |
| Federal financial Participation (FFP) | \$22,667 |
| | |
| TOTAL MCE SERVICE FUNDING | \$45,334 |

The FFP maximum for the term July 1, 2013 through December 31, 2013, shall not exceed ELEVEN THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$11,333).

| July 1, 2013 – December 31, 2013 | |
|---------------------------------------|-----------|
| Service | Unit Rate |
| | |
| County Funded Match | \$11,333 |
| Federal financial Participation (FFP) | \$11,333 |
| | |
| TOTAL MCE SERVICE FUNDING | \$22,667 |

The maximum payment for MCE services, including both the County match and the FFP, shall not exceed ONE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS (\$123,335).

3. MCE Reporting and Reconciliation

Contractor will provide quarterly reports using County approved service reporting form(s) completed by Contractor or by using County provided service reporting form(s). The reports shall include the following:

1. Total units of service
2. Services delivered

Contractor shall submit to County a year-end billing report no later than ninety (90) days (September 30th) after the end of each fiscal year (June 30th). This report will include a final determination of eligibility for MCE services and will be the basis for an annual reconciliation.

Reports and invoices shall be sent to:
AOD Program Analyst
400 Harbor Blvd. Bldg E
Belmont, CA 94002

If the final reconciliation shows that an MCE payment was made for services for which eligibility was not in place, Contractor shall reimburse County the FFP portion of the MCE payment(s).

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor up to the difference of what was already paid for services and would be due at MCE rates. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Provider Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment of MCE match. In the event that Contractor exceeds billing target, the County may, at its option, amend the Agreement to increase the amount of MCE match in order to maximize FFP payments.

5. MCE Disallowances

County and Contractor agree that in the event that any MCE services provided by Contractor are disallowed for MCE reimbursement due to: 1) Contractor's failure to provide documentation adequate to support Contractor's services per the AOD Provider Handbook and the BHRS

Documentation Manual; 2) Client being ineligible for MCE reimbursement; and/or 3) Contractor's failure to obtain prior authorization for MCE services from the BHRS Access Call Center; then subsequent MCE FFP payments shall be reduced by the amount of the FFP paid for disallowed services, or Contractor shall reimburse the County.

Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County.

C. Variable Rate/Fee for Service

For the term July 1, 2011 through June 30, 2012, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed EIGHT HUNDRED NINE THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$809,678).

July 1, 2011 – June 30, 2012

| Funding Source | Service | Unit Rate |
|---------------------------------------|---------------------------|------------------------|
| Drug Court/Cal-EMA Funded Services | Individual /Group Session | \$50.00 Per Staff Hour |
| | Day Treatment | \$120.00 Per Day |
| | Aftercare Treatment | \$40.00 Per Staff Hour |
| | Drug Test | \$30.00 Per Screen |
| | Marriage Therapy | \$50.00 Per Staff Hour |
| Ryan White | Outpatient | \$50.00 Per Staff Hour |
| | Day Treatment | \$120.00 Per Day |
| Achieve 180 | Outpatient | \$50.00 Per Staff Hour |
| | Day Treatment | \$120.00 Per Day |

For the term July 1, 2012 through June 30, 2013, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed FIVE HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$575,388).

July 1, 2012 – June 30, 2013

| Funding Source | Service | Unit Rate |
|---------------------------------------|---------------------------|------------------------|
| Drug Court/Cal-EMA Funded Services | Individual /Group Session | \$50.00 Per Staff Hour |
| | Day Treatment | \$120.00 Per Day |
| | Aftercare Treatment | \$40.00 Per Staff Hour |
| | Drug Test | \$30.00 Per Screen |
| | Marriage Therapy | \$50.00 Per Staff Hour |
| Ryan White | Outpatient | \$50.00 Per Staff Hour |
| | Day Treatment | \$120.00 Per Day |
| Achieve 180 | Outpatient | \$50.00 Per Staff Hour |
| | Day Treatment | \$120.00 Per Day |

For the term July 1, 2013 through December 31, 2013, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed TWO HUNDRED SIXTY-ONE THOUSAND SIXTY-TWO DOLLARS (\$261,062).

July 1, 2013 – December 31, 2013

| Funding Source | Service | Unit Rate |
|--------------------------------------|-----------------------------|------------------------|
| Drug Court and 11550 Funded Services | Individual /Group Session | \$50.00 Per Staff Hour |
| | Day Treatment | \$120.00 Per Day |
| | Aftercare Treatment | \$40.00 Per Staff Hour |
| | Drug Test | \$30.00 Per Screen |
| | Marriage Therapy | \$50.00 Per Staff Hour |
| | Individual & Family Therapy | \$2.61 Per Minute |
| Ryan White | Outpatient | \$50.00 Per Staff Hour |
| | Day Treatment | \$120.00 Per Day |
| Achieve 180 | Outpatient | \$50.00 Per Staff Hour |
| | Day Treatment | \$120.00 Per Day |

1. Criminal Justice Realignment (CJR)

a. CJR Clients with MCE Coverage

For all CJR clients who are also MCE beneficiaries, payment for services shall be through the MCE benefit. Designated CJR funding shall provide the required local match to draw down FFP funding. Reimbursement for services will be on a fee for service basis.

Rates for CJR clients with MCE coverage are described in paragraph I.B.1 of this Exhibit B.

b. CJR Clients without MCE Coverage

For individuals referred by the CJR who are non-MCE beneficiaries, reimbursement for services shall be on a fee for services. These services shall be reimbursed in full through designated CJR funds.

Rates for clients who are not eligible for MCE coverage are established in paragraph I.C. of this Exhibit B.

d. CJR Maximum

For the term July 1, 2011 through June 30, 2012, the County's total fiscal obligation for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregate amount of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000).

For the term July 1, 2012 through June 30, 2013, the County's total fiscal obligation for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregate amount of TWO HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS (\$278,877).

For the term July 1, 2013 through December 31, 2013, the County's total fiscal obligation for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregate amount of ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$139,438).

The maximum payment for alcohol and drug treatment services and criminal justice realignment shall not exceed an aggregate amount of TWO MILLION THREE HUNDRED FOUR THOUSAND FOUR HUNDRED FORTY-THREE DOLLARS (\$2,304,443).

D. Non-Reimbursable Services

In accordance with the AOD Provider Handbook, DUI/DEJ services are a non-reimbursable service. DUI/DEJ administrative fees must be approved by the County Health System Agency Director.

1. First Offender Programs

Contractor shall remit monthly to the BHRS AOD Administrator a eight percent (8%) administrative fee for First Offender Programs (FOP) of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the FOP.

2. Multiple Offender Programs

Contractor shall remit monthly to the BHRS AOD Administrator an eight percent (8%) administrative fee for MOP of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the DUI MOP.

3. Deferred Entry of Judgment

Contractor shall remit monthly to the BHRS AOD Administrator a five percent (5%) administrative fee of the gross revenues received, less refunds to

participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and collections for drug testing for the Deferred Entry of Judgment program.

E. Required Fiscal Documentation

1. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.

III. MENTAL HEALTH SERVICES

The maximum amount County shall be obligated to pay for services described in Exhibit A Section III. of this Agreement shall not exceed THREE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$395,000) for the term of the Agreement.

A. Mental Health Services (Authorized by the Mental Health Plan)

Contractor shall be paid a maximum of THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$370,000) for services described in Exhibit A Section III. Paragraph A. of this Agreement.

For the term July 1, 2011 through June 30, 2012, Contractor shall be paid a maximum of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000) for services described in Exhibit A Section V. Paragraph A. of this Agreement.

For the term July 1, 2012 through June 30, 2013, Contractor shall be paid a maximum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for services described in Exhibit A Section V. Paragraph A. of this Agreement.

For the term July 1, 2013 through December 31, 2013, Contractor shall be paid a maximum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) for services described in Exhibit A Section V. Paragraph A. of this Agreement.

1. Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered mental health professional.

| | |
|-----------------------------|----------------|
| <u>Service Type</u> | <u>2011-13</u> |
| A8100 Assessment (per case) | \$124.00 |

| <u>Service Type</u> | <u>2013-14</u> |
|-----------------------------|----------------|
| 90791 Assessment (per case) | \$124.00 |

2. Treatment Services (non-MD)

Treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation). Services to be conducted by a licensed, waived, or registered mental health professional.

| <u>Service Type</u> | <u>2011-13</u> |
|---|----------------|
| 90806 Individual Therapy (per session) | \$88.00 |
| 90853 Group Therapy | \$29.00 |
| 90847 Family Therapy (per hour; includes all members) | \$90.00 |
| 90887 Collateral (per session) | \$59.00 |
| X8255 Clinical Consultation (telephone, 15 minutes) | \$12.00 |
| N0000 No Show (two per client) | \$20.00 |

| <u>Service Type</u> | <u>2013-14</u> |
|---|----------------|
| 90834 Individual Therapy (per session) | \$88.00 |
| 90853 Group Therapy, 60 minutes | \$29.00 |
| G9090 Group Therapy, 90 minutes | \$48.00 |
| G0120 Group Therapy, 120 minutes | \$65.00 |
| 90847 Family Therapy (per hour; includes all members) | \$90.00 |
| 90887 Collateral (per session) | \$59.00 |
| X8255 Clinical Consultation (telephone, 15 minutes) | \$12.00 |
| N0000 No Show (two per client) | \$20.00 |

3. Medi-Cal cases seen under this contract are to be reimbursed by the Mental Health Division. No other revenue sources may be collected for Medi-Cal clients. Under no circumstances may Medi-Cal eligible clients be charged for services provided. Under no circumstances may Medi-Cal clients be charged for missed appointments.

B. Community Capacity Building

Contractor shall be paid a maximum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for services described in Exhibit A Section V. Paragraph B. of this Agreement.

1. For the term July 1, 2011 through June 30, 2012, Contractor shall be paid one twelfth (1/12th) of the maximum obligation or EIGHT HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$833.33) not to exceed TEN THOUSAND DOLLARS (\$10,000).

2. For the term July 1, 2012 through June 30, 2013, Contractor shall be paid one twelfth (1/12th) of the maximum obligation or EIGHT HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$833.33) not to exceed TEN THOUSAND DOLLARS (\$10,000).
3. For the term July 1, 2013 through December 31, 2013, Contractor shall be paid one sixth (1/6th) of the maximum obligation or EIGHT HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$833.33) not to exceed FIVE THOUSAND DOLLARS (\$5,000).

IV. ALL PROGRAMS

- A. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR MILLION NINETY-THREE THOUSAND FOUR HUNDRED THIRTY-SIX DOLLARS (\$4,093,436).

- B. Monthly Invoice and Payment

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.

1. 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.

2. 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.

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 one hundred eighty (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 and reports are to be sent to:

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

- C. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- D. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- E. 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.
- F. In the event this Agreement is terminated prior to December 31, 2013, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- G. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- H. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the County Documentation Manual (as defined in Paragraph I.A of Exhibit A). 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 BHRS of the Health System.
- I. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance

problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any

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

K. 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 Q. 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 Q 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.

L. Claims/Invoice 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. 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 _____”

ATTACHMENT I

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

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

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

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

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

PAUL CHANG

Name of 504 Person - Type or Print

Pyramid Alternatives, Inc

Name of Contractor(s) - Type or Print

480 Manor Plaza

Street Address or P.O. Box

Pacifica, CA 94044

City, State, Zip Code

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



Signature

EXECUTIVE DIRECTOR

Title of Authorized Official

05/20/13

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."