

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND PROJECT NINETY, INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PROJECT NINETY, 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 a maximum obligation of \$2,410,263 for the term July 1, 2011 through June 30, 2012; and

WHEREAS, on February 14, 2012, your Board approved an amendment to the Agreement increasing the maximum obligation by \$240,000 to a new maximum of \$2,650,263 with no change to the agreement term; and

WHEREAS, on July 24, 2012, your Board approved an amendment to the Agreement increasing the maximum obligation by \$2,783,965 to a new maximum of \$5,434,228 and extending the term of the agreement through June 30, 2013; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a third time to increase the maximum obligation by \$2,678,496 to a new maximum of \$8,112,724 and extend the term of the Agreement to June 30, 2014.

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 EIGHT MILLION ONE HUNDRED TWELVE THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$8,112,724).

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 June 30, 2014.

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.

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

SIGNATURE PAGE TO FOLLOW

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PROJECT NINETY, INC.



Contractor's Signature
Date: 8.5.2013

EXHIBIT A – SERVICES
PROJECT NINETY
2011 – 2014

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

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://smchealth.org>.

A. Fixed Rate Services

1. Residential Treatment
2. Mental Health Services Act Co-Occurring
3. Achieve 180 Re-Entry Services
 - a. Residential Services

B. Fee For Service

1. Drug Court and 11550 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. 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.
- c. After Care
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.
- d. Sober Living Environment (SLE)
SLE services are per individual for each day and shall not exceed thirty (30) days without prior written authorization from the referring team. Contractor shall require individual to be concurrently enrolled in outpatient or day treatment alcohol and drug treatment and recovery services, with a minimum of three sessions per week.
- e. Residential treatment services
Residential Treatment Services per day shall not exceed ninety (90) days unless prior authorization is given by referring team.
- 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. Ryan White

- a. Outpatient Treatment Services
- b. Residential Treatment Services

3. 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. Residential Treatment Services
Bed days provided for CJR referred individuals for alcohol and drug treatment and recovery services, including food, shelter and other basic needs.

Contractor will track and report all CJR client services in accordance with the

local Community Corrections Partnership (CCP) requirements as described in the AOD Provider Handbook.

4. Medicaid Coverage Expansion (MCE) Health Coverage

Behavioral Health & Recovery Services (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. Residential Treatment Services
- c. Recovery Management/Continuing Care Services

5. Fee For Service With Allocation

Reimbursement will be approved only for clients who referred through the formal Bay Area Service Network (BASN) referral process outlined in the AOD Provider Handbook.

- a. Bay Area Service Network (BASN)
Contractor will provide a minimum one hundred eighty (180) days of BASN alcohol and drug treatment per BASN participant per year.

C. Description of Unique Program Services

1. Project Ninety Outpatient Program

The Project Ninety Outpatient Program is a ninety (90) day program for adults. Under this agreement, Contractor shall serve only San Mateo County resident adult males. Clients receive individual and group counseling. Counseling sessions cover a range of topics that include, but are not limited to: addiction, recovery, relapse prevention, self-sufficiency and job seeking, family support, and resolving legal issues. Clients also receive case management services, referrals to ancillary services, and assistance with developing Personal Recovery Plans and Exit Plans.

2. Project Ninety Residential Program

The Project Ninety Residential Program is a ninety (90) day program for adults. Under this agreement, Contractor shall serve only San Mateo County resident adult males. The Residential Program has four phases. Clients spend the first phase at Simmons house for orientation. Phase Two is completed at one of the Centers, and phases three and four are completed at a satellite house near the Center. The length of stay may be increased based upon the client's individual treatment needs. Clients are screened for mental health needs and are referred for additional assessment and services by mental health professionals as needed. The program consists of the following:

- a. Group counseling sessions three (3) days per week

- b. Individual counseling sessions at least once every other week
- c. Educational groups three (3) days per week
- d. Twelve (12) Step meetings, six (6) days per week
- e. Weekly Family Group sessions
- f. Thursday Night Community Group and Graduation Dinner
- g. Weekly Image Breakers group
- h. Weekly Reality Check group

Clients also complete a Personal Recovery Plan and Exit Plan that is reviewed with the client's counselor and may be shared with peers. Clients are also referred to ancillary services as needed, including housing and vocational agencies.

3. Project Ninety Co-Occurring Disorders Residential Program

The Project Ninety Co-Occurring Disorders Residential Program is a ninety (90) day program for adult with co-occurring substance abuse and mental health disorders. Under this Agreement, Contractor shall serve only San Mateo County resident adult males. The Co-Occurring Disorders Residential Program mirrors the Residential Program. In addition, clients in this program receive additional services through the ACCESS team to San Mateo County Mental Health. Clients reside at Spruce House, which has a staff-to-client ratio of one to five (1:5). The group counseling sessions are one (1) hour long, as opposed to the traditional hour and one half (1.5), and are modified according to the client's level of functioning. In addition to the treatment services outlined in the Residential Program, clients in the Co-Occurring Disorders Residential Program attend group sessions specific to co-occurring disorders, including:

- a. Stigma Breaking
- b. Life Management
- c. Co-occurring disorders group facilitated by a facilitated psychiatrist specializing in addiction, and
- d. Individual counseling with a licensed therapist, according to the client's individual need.
Stigma Breaking
Life Management

II. PRIORITY POPULATIONS

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

- A. Populations required by Substance Abuse Prevention and Treatment (SAPT) Block Grant;
- B. Clients with MCE health insurance coverage;
- C. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010;

- D. San Mateo County residents who are referred by BHRS;
- E. Referrals from other San Mateo County AOD providers, including the Methadone Clinic, Palm Avenue Detox, and First Chance Sobering Station referrals;
- F. Shelter referrals within San Mateo County.

III. ADMINISTRATIVE REQUIREMENTS

A. System-Wide Improvements

The County has identified a number of issues that require a collaborative and comprehensive approach in order to enhance system-wide effectiveness and efficiency. Contractor will implement the following:

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 on SOC implementation progress to the assigned AOD Analyst.

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 shall 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 shall 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 Policy and Procedure Handbook.

4. AVATAR Electronic Health Record

- 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.

B. Qualified Service Organization

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

1. Centralized screening, assessment, and treatment referrals;
2. Billing supports and services;
3. Data gathering and submission in compliance with Federal, State, and Local requirements;
4. Policies and procedures related to the service provision, documentation, and billing;
5. Quality Management, problem resolution, and utilization review; and
6. Education, training and technical assistance as needed.

In addition, BHRS:

1. 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;
2. 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
3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

C. 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:

1. 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://smchealth.org>.

2. Other Revenue Enhancement

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

revenues opportunities.

D. MCE Program Requirements

1. 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;
2. Contractor shall facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
3. Contractor shall not charge clients with MCE eligibility for substance use treatment services;
4. Contractor shall request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
5. Contractor shall document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;
6. Contractor shall track and report on services and submit invoices for client MCE services provided following required policies and procedures;
7. Contractor shall correct and resubmit disallowed claims;
8. 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.

E. 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 ongoing 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.

F. 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 Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:
http://files.medical.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

G. Administering Satisfaction Surveys

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

H. Retention of Records

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).

I. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director or 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.

J. Fingerprint Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive.

K. Advance Directives

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

L. 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.

M. 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.

N. 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.

O. 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.

- P. 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

Q. 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
PROJECT NINETY, INC.
2011 – 2014

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

I. PAYMENTS

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, shall not exceed ONE MILLION TWO HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS (\$1,256,585). Contractor shall be paid in twelve (12) monthly payments of ONE HUNDRED FOUR THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS (\$104,965).

July 1, 2011 – June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Residential Treatment	\$597,573	\$49,798	\$80	7,470	82	20
County Residential	\$31,000	\$2,583	\$80	386	4	1
County Adult – Co-Occurring Residential	\$52,910	\$4,409	\$115	460	5	2
MHSA Co-occurring Disorders	\$63,636	\$5,303	\$115	553	6	2
MCE County match	\$365,651	\$30,471				
A-180 Re-Entry July 1, 2011 – September 30, 2011	\$34,215	\$11,405	\$80	428	5	5
A-180 Re-Entry October 1, 2011- June 30, 2012	\$111,600	\$12,400	\$80	1,395	15	5
TOTAL	\$1,256,585	\$104,965				

For the term July 1, 2012 through June 30, 2013, shall not exceed ONE MILLION TWO HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$1,259,570). Contractor shall be paid in twelve (12) monthly payments of ONE HUNDRED FOUR THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS (\$104,965).

July 1, 2012 – June 30, 2013

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Residential Treatment	\$597,573	\$49,798	\$80	7,470	82	20
County Adult – Co-Occurring Residential	\$110,935	\$9,245	\$115	965	11	3
MHSA Co-occurring Disorders	\$63,636	\$5,303	\$115	553	6	2
MCE County match	\$338,626	\$28,219				
A-180 Re-Entry	\$148,800	\$12,400	\$80	1,860	20	5
TOTAL	\$1,259,570	\$104,965				

For the term July 1, 2013 through June 30, 2014, shall not exceed ONE MILLION TWO HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$1,222,370). Contractor shall be paid in twelve (12) monthly payments of ONE HUNDRED FOUR THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS (\$104,965).

July 1, 2013 – June 30, 2014

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Residential Treatment	\$597,573	\$49,798	\$80	7470	82	20
County Adult – Co-Occurring Residential	\$110,935	\$9,245	\$115	965	11	3
MHSA Co-occurring Disorders	\$63,636	\$5,303	\$115	553	6	2
MCE County match	\$338,626	\$28,219				
A-180 Re-Entry	\$111,600	\$9,300	\$80	1395	15	5
TOTAL	\$1,222,370	\$101,864				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE MILLION SEVEN HUNDRED THIRTY-EIGHT THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$3,738,525).

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 THREE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED FIFTY-ONE DOLLARS (\$365,651).

July 1, 2011 – June 30, 2012	
Service	Unit Rate
County Funded Match	\$365,651
Federal financial Participation (FFP)	\$365,651
TOTAL MCE SERVICE FUNDING	\$731,302

The FFP maximum for the term July 1, 2012 through June 30, 2013 shall not exceed THREE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS (\$338,626).

July 1, 2012 – June 30, 2013	
Service	Unit Rate
County Funded Match	\$338,626
Federal financial Participation (FFP)	\$338,626
TOTAL MCE SERVICE FUNDING	\$677,252

The FFP maximum for the term July 1, 2013 through June 30, 2014 shall not exceed THREE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS (\$338,626).

July 1, 2013 – June 30, 2014	
Service	Unit Rate
County Funded Match	\$338,626
Federal financial Participation (FFP)	\$338,626
TOTAL MCE SERVICE FUNDING	\$677,252

The maximum payment for MCE services, including both the County match and the FFP, shall not exceed TWO MILLION EIGHTY-FIVE THOUSAND EIGHT HUNDRED SIX DOLLARS (\$2,085,806).

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.

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 TWO THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS (\$802,178).

July 1, 2011 – June 30, 2012

Funding Source	Service	Units of Service	Unit Rate
Drug Court/Cal-EMA Funded	Individual / Group Session		\$50.00 Per Staff Hour
	Residential		\$90.00 Per Bed Day
	Aftercare Treatment		\$40.00 Per Staff Hour
	Sober Living Environment		\$11.00 Per Bed Day
	Drug Test		\$30.00 Per Screen
Ryan White Funded Services*	Residential		\$90.00 Per Bed Day
	Outpatient Treatment		\$50.00 Per Staff Hour

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 SEVEN HUNDRED SEVENTY-SIX THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$776,388).

July 1, 2012 – June 30, 2013

Funding Source	Service	Units of Service	Unit Rate
Drug Court/Cal-EMA Funded	Individual / Group Session		\$50.00 Per Staff Hour
	Residential		\$90.00 Per Bed Day
	Aftercare Treatment		\$40.00 Per Staff Hour
	Sober Living Environment		\$11.00 Per Bed Day
	Drug Test		\$30.00 Per Screen
Ryan White Funded Services*	Residential		\$90.00 Per Bed Day
	Outpatient Treatment		\$50.00 Per Staff Hour

For the term July 1, 2013 through June 30, 2014, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed FOUR HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS (\$458,623).

July 1, 2013 – June 30, 2014

Funding Source	Service	Units of Service	Unit Rate
Drug Court/Cal-EMA Funded	Individual / Group Session		\$50.00 Per Staff Hour
	Residential		\$90.00 Per Bed Day
	Aftercare Treatment		\$40.00 Per Staff Hour
	Sober Living Environment		\$11.00 Per Bed Day
	Drug Test		\$30.00 Per Screen
	Individual & Family Therapy		\$ 2.61 Per Minute
Ryan White Funded Services*	Residential		\$90.00 Per Bed Day
	Outpatient Treatment		\$50.00 Per Staff Hour

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.

c. CJR Maximum

For the term July 1, 2011 through June 30, 2013, the maximum payment 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 maximum payment 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 June 30, 2014, the maximum payment 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).

The maximum payment for alcohol and drug treatment services and criminal justice realignment shall not exceed an aggregate amount of TWO MILLION EIGHT HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED FORTY-THREE DOLLARS (\$2,834,943).

D. Variable Rate/Fee for Service with Allocation

Bay Area Services Network (BASN)

For the term July 1, 2011 through June 30, 2012, County shall pay Contractor ONE HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED FIFTY-THREE DOLLARS (\$158,353) for funded Residential Treatment Services.

July 1, 2011 – June 30, 2012

Funding Source	Service	Unit Rate
BASN Funded Services	Residential	\$84.00 Per Bed Day

For the term July 1, 2012 through June 30, 2013, County shall pay Contractor ONE HUNDRED SIXTY-NINE THOUSAND DOLLARS (\$169,000) for funded Residential Treatment Services.

July 1, 2012 – June 30, 2012

Funding Source	Service	Unit Rate
BASN Funded Services	Residential	\$84.00 Per Bed Day

For the term July 1, 2013 through June 30, 2014, County shall pay Contractor ONE HUNDRED SIXTY-NINE THOUSAND DOLLARS (\$169,000) for funded Residential Treatment Services.

July 1, 2013 – June 30, 2014

Funding Source	Service	Unit Rate
BASN Funded Services	Residential	\$84.00 Per Bed Day

In full consideration of BASN Residential Treatment Services, County shall pay Contractor a maximum of FOUR HUNDRED NINETY-SIX THOUSAND THREE HUNDRED FIFTY-THREE DOLLARS (\$496,353).

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.

F. Contract Maximum

In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed EIGHT MILLION ONE HUNDRED TWELVE THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$8,112,724).

G. Contract Amendments

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.

H. Monthly Invoices and Reports

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. 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
BHRS – AOD Program Analyst
400 Harbor Blvd., Bldg. E
Belmont, CA 94002

I. 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.

J. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

K. Early Termination

In the event this Agreement is terminated prior to June 30, 2014, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.

L. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal

reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). 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.

- M. 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

N. Anticipated Change in Revenue

County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

- O. In the event 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.

P. 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.

DAVID MEEDS

Name of 504 Person - Type or Print

Project Ninety, Inc.

Name of Contractor(s) - Type or Print

720 South B Street

Street Address or P.O. Box

San Mateo, CA 94401

City, State, Zip Code

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

James H. Stensberg

Signature

Executive Director

Title of Authorized Official

8-5-2013

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."