

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

THIS FORTH 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, on September 17, 2013, your Board approved an amendment to the Agreement increasing the maximum obligation by \$2,678,496 to a new maximum of \$8,112,724 and extending the term of the agreement through June 30, 2014; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a forth time to increase the maximum obligation by \$2,409,017 to a new maximum of \$10,521,741 and extend the term of the Agreement to June 30, 2015.

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 TEN MILLION FIVE HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS (\$10,521,741).

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, 2015.

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 Exhibit A and Exhibit A4 attached hereto.
3. Exhibit B is hereby deleted and replace with Exhibit B and Exhibit B4 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: 5/23/2014



EXHIBIT A – SERVICES  
PROJECT NINETY, INC.  
JULY 1, 2011 – DECEMBER 31, 2013

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](mailto: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 31<sup>st</sup>, 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 31<sup>st</sup>, 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](mailto: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](http://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](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.  
JULY 1, 2011 – DECEMBER 31, 2013

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 December 31, 2013, shall not exceed SIX HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-FIVE DOLLARS (\$629,785). Contractor shall be paid in six (6) monthly payments of ONE HUNDRED FOUR THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS (\$104,965).

July 1, 2013 – December 31, 2013

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Residential Treatment	\$298,786	\$49,798	\$80	3,735	41	10
County Adult – Co-Occurring Residential	\$55,468	\$9,245	\$115	483	6	2
MHSA Co-occurring Disorders	\$31,818	\$5,303	\$115	276	3	1
MCE County match	\$169,313	\$28,219				
A-180 Re-Entry	\$74,400	\$12,400	\$80	697	8	3
TOTAL	\$629,785	\$104,965				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE MILLION ONE HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED FORTY DOLLARS (\$3,145,940).

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 FOUR HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED TWENTY-SIX DOLLARS (\$444,126).

July 1, 2012 – June 30, 2013

Service	Unit Rate
County Funded Match	\$444,126
Federal financial Participation (FFP)	\$444,126
TOTAL MCE SERVICE FUNDING	\$888,252

The FFP maximum for the term July 1, 2013 through December 31, 2013 shall not exceed ONE HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED THIRTEEN DOLLARS (\$169,313).

July 1, 2013 – December 31, 2013

Service	Unit Rate
County Funded Match	\$169,313
Federal financial Participation (FFP)	\$169,313
TOTAL MCE SERVICE FUNDING	\$338,626



The maximum payment for MCE services, including both the County match and the FFP, shall not exceed ONE MILLION NINE HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$1,958,180).

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 30<sup>th</sup>) after the end of each fiscal year (June 30<sup>th</sup>). 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 SIX HUNDRED SEVENTY THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS (\$670,888).

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 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 TWENTY-NINE THOUSAND THREE HUNDRED TWELVE DOLLARS (\$229,312).



July 1, 2013 – December 31, 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
	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 December 31, 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 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 SIXTY THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS (\$2,360,694).

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 December 31, 2013, County shall pay Contractor EIGHTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$84,500) for funded Residential Treatment Services.

July 1, 2013 – December 31, 2013

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 ELEVEN THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS (\$411,853).

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 SIX MILLION EIGHT HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS (\$6,897,577).

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 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.

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 \_\_\_\_\_ “

EXHIBIT A4 – SERVICES  
PROJECT NINETY, INC.  
JANUARY 1, 2014 – JUNE 30, 2015

In an effort to meet healthcare reform guidelines, Behavioral Health and Recovery Services (BHRS) is focusing on the development and integration of services such as: primary care and behavioral health care services, system and service coordination, health promotion, prevention services, screening and early intervention, treatment services, resilience and recovery support, social integration promotion, employment services, housing and educational services, and services supporting optimal health and productivity. A full range of high quality services is necessary to meet the varied needs of County residents, including: age range, gender, cultural needs, and the promotion of healthy behavior and lifestyles (a primary driver of health outcomes). BHRS anticipates that the roles and responsibilities associated with the change in structure, financing and operation of the redesign may fluctuate or be re-clarified.

In consideration of the payments set forth in Exhibit B4, 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 listed in the Alcohol and Other Drug (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/bhrs/aod/handbook>.

A. SERVICES

Behavioral Health and Recovery Services in partnership with community based contracted providers, maintains county-wide comprehensive, integrated, substance use disorder treatment, and recovery supports. These efforts focus on making treatment and recovery services accessible and available for San Mateo County residents in need of treatment, and to improve the core life domains of AOD clients.

1. Minimum Treatment Services

Contractor shall provide Substance Abuse Treatment and Recovery Services in an alcohol and drug free environment with structure and supervision to further a participant's ability to improve his/her level of functioning. A program providing services to San Mateo County residents must be certified and/or licensed by Department of Health Care Services (DHCS) Licensing and Certification Division.



a. Adult Residential

A minimum of twenty (20) hours per week of counseling and/or structured therapeutic activities shall be provided for each client. Services may include: recovery or treatment planning, psycho-education, process and support groups, case management and ancillary services. Individual counseling shall be provided for each client, at a minimum of thirty (30) minutes per week or one (1) hour bi-weekly.

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 the O'Toole Center 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:

- i. Group counseling sessions three (3) days per week
- ii. Individual counseling sessions at least once every other week
- iii. Educational groups three (3) days per week
- iv. Twelve (12) Step meetings, six (6) days per week
- v. Weekly Family Group sessions
- vi. Thursday Night Community Group and Graduation Dinner
- vii. Weekly Image Breakers group
- viii. Weekly Reality Check group

b. 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 Simmons 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:

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

c. Drug Medi-Cal

Effective January 1, 2014, Drug Medi-Cal (DMC) rates are contingent upon legislative approval of the Annual State Budget Act.

DMC certified substance abuse clinics shall be limited to the following modalities of treatment services as described in Title 22, California Code of Regulations (CCR), Section 51341.1:

- i. Residential Recovery services, including chemical dependency treatment in a nonmedical transitional residential recovery setting that provides counseling and support services in a structured environment.

d. Sober Living

Sober Living Environments (SLEs) are also known as Transitional Living Centers or Alcohol/Drug Free Housing. SLE programs cannot provide any treatment, recovery, or detoxification services. SLE residents must have completed or are enrolled in DHCS certified Outpatient Treatment or Day Treatment. Treatment coordination is required.

e. Urine Analysis Testing



Urine Analysis (UA) Testing is used as a therapeutic intervention and as a tool to determine appropriate levels of client care. A positive UA test result may indicate a client's current level of care is not adequate and the client treatment plan should be adjusted.

f. Transportation

The arrangement for, or the transportation of, a client to and from treatment services.

2. Treatment Planning and Documentation

Documentation of client services and progress in treatment shall be maintained in the client record. Providers shall adhere to documentation requirements for the service provided as described in the AOD Provider Handbook.

B. Fixed Rate Services

1. NRC Residential
2. County Residential
3. Mental Health Services Act Co-Occurring
4. Achieve 180
5. Co-Occurring Residential

C. Fee For Service

1. Drug Court Funded Services
  - a. Residential
  - b. Sober Living Environment (SLE)
  - c. Drug Testing
2. Achieve 180 Re-Entry Services (January 1, 2014 – March 31, 2014)
  - a. Residential Services
3. Criminal Justice Realignment

Contractor will 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. Residential Treatment Services
- b. UA's

4. Drug Medi-Cal Services

Contractor shall provide DMC services in compliance with DHCS requirements pending final approval of Centers for Medicare and Medicaid and the State Department of Alcohol and Drug Services.

D. Bay Area Service Network Fee For Service With Allocation (January 1, 2014 – June 30, 2014)

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.

Contractor will provide a maximum one hundred eighty (180) days of BASN alcohol and drug treatment per BASN participant per year.

1. Residential Treatment Services

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:
  - 1. Pregnant females who use drugs by injection
  - 2. Pregnant females who use substances
  - 3. Other persons who use drugs by injection
  - 4. *As Funding is Available* – all other clients with a substance use disorder, regardless of gender or route of use, without insurance or for whom coverage is terminated for short periods of time;
- B. San Mateo County residents who are referred by County BHRS;
- C. Referrals from other San Mateo County BHRS providers and Shelter referrals within San Mateo County.

III. ADMINISTRATIVE REQUIREMENTS



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.

A. SUD Services under the Affordable Care Act

Effective January 1, 2014, most residents will have health coverage either through Medi-Cal, or through an Other Health Care (OHC) provider. OHC coverage may be through the health care exchange marketplace or through employer based plans.

1. To maximize revenues and increase access to SUD treatment services, Contractor shall:
  - a. Screen all potential clients for health coverage;
  - b. Bill all eligible OHC payors financially responsible for a beneficiary's health care services;
  - c. Verify health coverage for all individuals seeking services. Coverage may be verified on the <https://www.medi-cal.ca.gov/Eligibility/Login.asp>.
2. Uninsured Residents seeking SUD Services
  - a. Contractor may provide and bill County or NRC funds to provide needed SUD services to low income residents who are uninsured using an approved sliding scale fee. Contractor shall make a good faith effort to facilitate client enrollment into health coverage, if client is likely eligible for coverage.
  - b. Once health coverage is obtained by the client, Contractor shall:
    - i. Medical Beneficiaries: provide and bill DMC for client services provided to Medi-Cal beneficiaries or transition client to DMC certified provider within thirty (30) days coverage; or
    - ii. OHC Beneficiaries: provide and bill OHC provider for service, or transition client to OHC provider within thirty (30) days of coverage.
3. Medi-Cal Beneficiaries Seeking SUD Services
  - a. Contractor shall bill DMC for services provided to Medi-Cal beneficiaries, if providing a service covered by DMC.

- b. If client has OHS in addition to Medi-Cal, Contractor must follow process established under ADP Bulletin 11-01 including future DHCS updates regarding the processes DMC claims for clients with OHC.
- c. Contractor may provide services to Medi-Cal beneficiaries and bill County or NRC funds for services when the following Certification and Program requirements have been met:

4. Drug Medi-Cal Certification

Contractor shall submit DMC certification application to the DHCS. If the following conditions are met, Contractor may use County or NRC funding to provide services to Medi-Cal clients until DMC certification is obtained.

- a. Original DMC benefit: Contractor must submit DMC certification application prior to January 1, 2014.
- b. Expanded benefit (effective January 1, 2014): Contractor must submit DMC certification application forty-five (45) days after the DHCS release of the revised DMC certification application, or by January 1, 2014, whichever date is later.
- c. Once DMC certification has been received, all Medi-Cal beneficiary services must be billed to the DMC program for reimbursement.
- d. Contractor is ineligible for DMC certification for one of the following reasons:
  - i. zoning restrictions, and/or
  - ii. IMD exclusion, and/or
  - iii. program services are not covered by the DMC benefit.
- e. Program and Client Requirements
  - i. The beneficiary has an indicated need for service, and
    - 1) The indicated service is not covered by DMC. This may include residential detoxification, room and board for residential treatment, and targeted case management for outpatient treatment, or



- 2) The Contractor is providing services to meet unique client need which cannot be met by a DMC provider, such as language, or accessibility

B. OHC Beneficiaries Seeking SUD Services

1. SMC SUD Contractors are encouraged but not required become SUD providers under the Covered California exchange/marketplace and with the existing OHC plans.
2. Contractor shall bill all eligible OHC payors financially responsible for a beneficiary's health care services.
3. Individuals with OHC shall be referred to OHC provider network, if Contractor is not an OHC provider.
4. Anytime a client begins coverage under an OHC plan, Contractor has thirty (30) days to transition client to OHC provider and/or become an OHC provider.
5. When the client's OHC does not offer SUD Treatment Service and/or indicated level of care, Contractor may provide the service and bill County or NRC sources, if the following conditions have been met:
  - a. Prior Authorization for the service must be requested and granted by BHRS Call Center.
  - b. Contractor must follow established BHRS policies and procedures to receive County or NRC payment for services provided to OHC beneficiaries.

C. System-Wide Improvements

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

1. Community Service Area
  - a. BHRS is redesigning the service delivery system to improve quality and access of clients to services. BHRS services will be divided in to six geographic community service areas.
  - b. Contractor will participate in activities to improve partnership and service delivery within the Community Service Area (CSA) that the contractor is located.
2. 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.

In providing its services and operations, Contractor will maintain full compliance with SOC requirements and have a process to evaluate compliance and quality of implementation of each standard.

3. Complex Clients and Co-occurring Disorders

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance COD capability.
- b. Contractor shall establish a COD work plan 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 implementation 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 funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

4. Quality Improvement

- a. Contractor shall have an established Quality Improvement (QI) plan and committee.
- b. The QI committee shall include staff from all levels of the Agency and will guide the development and implementation of the annual QI Plan. The QI committee shall review quarterly utilization and service quality, performance data, compliance with BHRS SOC, co-occurring and complex client capability, and client feedback.



- c. Contractor shall have established mechanisms whereby processes and practices at the organizational level which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment will be identified and addressed. An analysis of policies and practices which create barriers for complex clients shall be included.
- d. Annual QI Plan
  - i. Contractor shall develop and implement an annual Quality Improvement Plan which addresses quality, policy, and process improvement needs identified by QI committee.
  - ii. Contractor annual QI plan is due to the assigned AOD Analyst no later than September 1 of the contract year.
  - iii. Contractor shall report quarterly to the assigned AOD Analyst on QI plan status, progress and client feedback results.

5. Client Feedback

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

D. 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. Education, training and technical assistance as needed.
- 6. In addition BHRS will:

- a. Acknowledge 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;
- b. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
- c. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

E. AVATAR Electronic Health Record

Contractor will work collaboratively with BHRS in the use of the electronic health record system by:

- a. Contractor shall enter client service data into Avatar for service being provided under County contract that includes: date of service, service type, service units and service duration.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the BHRS and AOD Provider Handbook, including additions and revisions.
- c. 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.
- d. Contractor will participate in Avatar trainings and Avatar User Group (AUG) meetings to ensure data quality and integrity and to provide input into system improvements to enhance the system.

F. 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. Medi-Cal

Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of Medi-Cal. All services will be delivered in compliance with DMC certification requirements and BHRS Policy and Procedures found in the AOD Provider Handbook.



2. 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 other new revenue opportunities.

G. 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](mailto: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 31<sup>st</sup>, 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 31<sup>st</sup>, 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](mailto:jafrica@smcgov.org)) to plan for appropriate technical assistance.

#### H. Certification and Licensing

A program providing services to San Mateo County residents must be certified and/or licensed by (DHCS) Licensing and Certification Division. Contractor shall maintain all applicable certifications through San Mateo County and/or DHCS to provide any of the following reimbursable services: Substance Abuse and Treatment Services, Drug Medi-Cal, Short-Doyle Medi-Cal, Medi-Cal/Medicare.

#### I. 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](http://www.Exclusions.OIG.HHS.Gov).

2. Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California 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.medi-cal.ca.gov/pubsdoco/faq.asp>, locate Medi-Cal suspension list on left navigation bar.

Contractor shall submit verification of the ineligible screening process on January 2<sup>nd</sup> of each contract year.

J. Advance Directives

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

K. Administering Satisfaction Surveys

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

L. Client 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.

Contractor shall comply with the DHCS requirements relating to client rights. Contractor shall include the following in Contractor's Policy and Procedures:

1. statement of non-discrimination by race, religion, sex, ethnicity, age, disability, sexual preference, and ability to pay
2. client rights;
3. grievance procedures;
4. appeal process for discharge;
5. program rules and regulations;
6. client fees;
7. access to treatment files in accordance with DHCS Executive Order #B-22/76
8. copy of the document shall be provided to each client upon admission or posted in a prominent place, accessible to clients

M. Retention of Records

Paragraph 13 ("Retention of Records") of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary records (including medical and/or clinical records) for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

N. Licensing and Certification Report

Contractor shall submit a copy of any licensing report issued by a licensing agency or certifying entity to BHRS Deputy Director of Youth Services, Adult and Older Adult Services, or the Manager of AOD Services or designee, within ten (10) business days of Contractor's receipt of any such licensing report

O. Surety Bond



Retain and show proof of a bond issued by a surety company in accordance with County policy for a licensee who may be entrusted with care and/or control of client's cash resources. Contractor shall submit proof of surety bond no later than July 1, 2015.

P. 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.

Q. Documentation of Services

Contractor shall provide all pertinent documentation required for local, 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 (as defined in Paragraph II. of this Exhibit A4) located online at:

<http://smchealth.org/SOCMHContractors>, and is incorporated by reference herein.

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).

R. 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 Behavioral Health Plan, if the Contractor serves only Medi-Cal clients.

S. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical and/or certified counseling staff (or obtain a waiver). All clinical and/or certified counseling 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. Verification of credentialing shall be submitted to the BHRS AOD analyst on January 2 of each contract year and/or as requested.

T. Staff Termination

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.

U. 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.

V. 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 located at : <http://smchealth.org/sites/default/files/Compliance-CodeofConductfinal.pdf>. 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.

IV. GOAL AND OBJECTIVE

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

GOAL: Increase the percentage of program participants with a successful treatment discharge.



OBJECTIVE: Contractor shall increase the percentage of successful treatment discharges from 48% to 49%. Successful treatment discharge occurs when a program participant completes his/her treatment/recovery plan or is transferred for continued treatment.

\*\*\*END OF EXHIBIT A4\*\*\*

EXHIBIT B4 – PAYMENTS AND RATES  
PROJECT NINETY, INC.  
JANUARY 1, 2014 – JUNE 30, 2015

In full consideration of the services provided by Contractor in Exhibit "A4", County shall pay Contractor as follows:

I. PAYMENTS

A. Maximum Obligation

The combined maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 ("Payments") of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook located at:  
<http://smchealth.org/sites/default/files/docs/BHS/AOD/PaymentandMonitoringProceduresFY13-14.pdf>

In any event, the combined maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed TEN MILLION FIVE HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS (\$10,521,741).

1. Fixed Rate Payments

The combined maximum fixed rate amount County shall be obligated to pay for fixed rate services rendered under this Agreement shall not exceed FOUR MILLION NINE HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED TWENTY-THREE DOLLARS (\$4,929,323).

- a. Contractor shall be paid in three (3) monthly payments of ONE HUNDRED NINE THOUSAND FIVE HUNDRED ELEVEN DOLLARS (\$109,511) for the term January 1, 2014 through March 31, 2014. Rates are referenced in Schedule A – Fixed Rate Table.
- b. Contractor shall be paid in three (3) monthly payments of NINETY-SEVEN THOUSAND ONE HUNDRED ELEVEN DOLLARS (\$97,111) for the term April 1, 2014 through June 30, 2014. Rates are referenced in Schedule A – Fixed Rate Table.



- c. Contractor shall be paid in twelve (12) monthly payments of NINETY-TWO THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS (\$92,965) for the term July 1, 2014 through June 30, 2015. Rates are referenced in Schedule A – Fixed Rate Table.

2. Fee for Service Aggregate

The combined maximum payment for alcohol and drug treatment services shall not exceed an aggregate amount of THREE MILLION THREE HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$3,361,444). Rates are referenced in Schedule A – Fee for Service Aggregate Rate Table.

3. Fee for Service with Allocation

Service specific reimbursement rates for DMC FY 2014-15 are pending approval; and upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

The combined maximum payment for fee for service with allocation services shall not exceed an amount of TWO MILLION TWO HUNDRED THIRTY THOUSAND NINE HUNDRED SEVENTY-FOUR DOLLARS (\$2,230,974). Rates are referenced Schedule A – Fee for Service with Allocation Rate Table.

Contractor will submit a DMC certification request to the State prior to delivering any DMC services. County shall provide Bridge funding for eligible DMC services from January 1, 2014 until March 31, 2014 or the date of State certification, whichever occurs first. Services shall be utilized for medical eligible clients pending DMC certification. Reimbursement rates for these services shall be in accordance with the current rates approved by the DHCS.

- B. 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.

- C. Modifications

Modifications to the allocations in Paragraph A of this Exhibit B4 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.

D. Ongoing Services

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.

E. Disallowances

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.

Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.

F. Monthly Invoices 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. 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  
310 Harbor Blvd., Bldg. E  
Belmont, CA 94002



G. 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 A4). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS of the Health System. More information regarding payments can be found in the AOD Provider Handbook.

H. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

I. Early Termination

In the event this Agreement is terminated prior to June 30, 2015, 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.

J. 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.

K. Documentation

Contractor shall provide all pertinent documentation required for MediCal, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress

notes. The County may withhold payment for any and all services for which the required documentation is disallowed by the State Department of Alcohol and Drug Programs.

L. Cost Report/Unspent Funds

1. Contractor shall submit to County a year-end cost report no later than August 15th after the end of the fiscal year. Contractor shall submit to County a year-end single audit report no later than November 15<sup>th</sup> after the end of the fiscal year. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
2. If the annual Cost Report provided to County shows that total payment to Contractor exceeds the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or "unspent funds" may be retained by Contractor and expended the following year, provided that these funds are expended for SUD services approved by County and are retained in accordance with Paragraph V of this Exhibit B4.

M. Election of Third Party Billing Process – MediCal participants only

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by



Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B4. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

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

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B4. 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.

N. Beneficiary Billing

Contractor shall accept, as payment in full, the amounts paid by the State in accordance with State Maximum Allowance plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the beneficiary. However, Contractors may not deny services to any DMC beneficiary on account of the beneficiary's inability to pay any or location of eligibility. Contractors shall not demand any additional payment from the County, State, beneficiary, or other third party payers. Contractors shall not hold beneficiaries liable for debts in the event the County or the State becomes insolvent, or for costs of DMC covered services for which the State or County does not pay the Contractor.

O. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. 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 \_\_\_\_\_”

\*\*\*END OF EXHIBIT B4\*\*\*

## I. FIXED RATE PAYMENTS

Services	Funding Amount	Monthly Funding Amount	Rate	Units of Service per FY	Clients to be Served	Slots
NRC Residential Treatment	\$298,786	\$49,798	\$115	2,598	28	7
County Residential	\$34,781	\$5,797	\$118.45	294	4	2
MHSA COD Residential	\$31,818	\$5,303	\$115	277	3	1
Achieve 180 Re-entry *	\$37,200	\$12,400	\$80	465	5	1
Bridge Funding	\$216,676	\$36,113	\$97.72	2,217	24	6
TOTAL	\$619,261	\$109,411	January 1, 2014 – March 31, 2014			
		\$97,011	April 1, 2014 – 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	\$115	5,196	57	15
County Residential	\$391,978	\$32,665	\$118.45	3,309	32	8
County Adult COD Residential	\$110,935	\$9,245	\$115	965	11	3
MHSA COD Residential	\$63,636	\$5,303	\$115	553	6	2
TOTAL	\$1,164,122	\$97,011				

For Outpatient Services only, CalWORKs clients urine analysis will be reimbursed at a rate not to exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan.



SCHEDULE A  
PROJECT NINETY, INC.  
FEE FOR SERVICE AGGREGATE RATE TABLE

I. FEE FOR SERVICE AGGREGATE

January 1, 2014 – June 30, 2014

Funding Source & Services	Aggregate Maximum for all Providers	Unit Rate
Realignment Drug Court	\$152,334	
Residential		\$97.72 per day
Sober Living Environment		\$11.00 per day
Drug Test		\$30.00 per screen
Adult Drug Court 11550 expansion	\$76,978	
Residential		\$97.72 per day
Sober Living Environment		\$11.00 per day
Drug Test		\$30.00 per screen
Reentry Achieve 180 *	\$183,000	
Residential		\$97.72 per day
AB 109 Criminal Justice Realignment	\$139,439	
Residential		\$97.72 per day
TOTAL	\$371,251	

\* Funding ends June 30, 2014

July 1, 2014 – June 30, 2015

Funding Source & Services	Aggregate Maximum for all Providers	Unit Rate
Realignment Drug Court	\$304,668	
Residential		\$97.72 per day
Sober Living Environment		\$11.00 per day
Drug Test		\$30.00 per screen
Adult Drug Court 11550 expansion	\$153,955	
Residential		\$97.72 per day
Sober Living Environment		\$11.00 per day
Drug Test		\$30.00 per screen

[illegible]

SCHEDULE A  
PROJECT NINETY, INC.  
FEE FOR SERVICE WITH ALLOCATION RATE TABLE

I. FEE FOR SERVICE WITH ALLOCATION

January 1, 2014 – June 30, 2014

Funding Source & Service	Allocated to Provider	Unit Rate
BASN	\$169,000	
Residential		\$84.00 per day
DMC Bridge Funding	\$216,676	
Residential		\$97.72 per day
TOTAL	\$385,676	

\* The proposed rates and subsequent claim payments are contingent upon legislative action and approval of the FY 2014-2015 State Budget Act.

July 1, 2014 – June 30, 2015

Funding Source & Service	Allocated to Provider	Unit Rate
DMC Adult Residential	Pending	Pending

\* Rates and subsequent claim payments are contingent upon legislative action and approval of the FY 2014-2015 Budget Act.



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

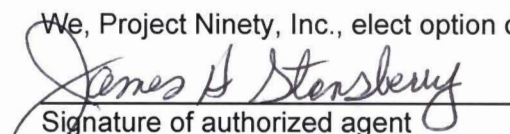
San Mateo County Health System is required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first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

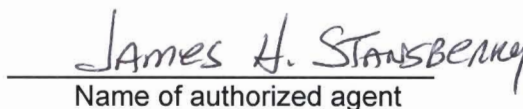
In order to comply with the serial billing requirement you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this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

Option One

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

We, Project Ninety, Inc., elect option one.

  
Signature of authorized agent

  
Name of authorized agent

650-519-7881  
Telephone number

Option Two

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

We, Project Ninety, Inc., elect option two.

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Name of authorized agent

\_\_\_\_\_  
Telephone number

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

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

## Attachment D - Payor Financial Form

<b>AGENCY NAME:</b>		
Client's Last Name/MH ID # (if known)	First Name M.I.	Alias or other names Used
Client Date of Birth	Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, Social Security Number (Required)	26.5 (AB3632) <input type="checkbox"/> Yes <input type="checkbox"/> No IEP (SELPA) start date _____
Does Client have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No    Share of Cost? <input type="checkbox"/> Yes <input type="checkbox"/> No    Client's Medi-Cal Number (BIC Number)? _____ Please attach copy of MEDS Screen    If client is Full scope Mcal, skip the remaining sections of this form and fax to MIS/Billing Unit – 573-2110 Is Client Potentially Eligible for Medi-Cal Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No    Client Referred to Medi-Cal? <input type="checkbox"/> Yes, give date: _____ <input type="checkbox"/> No Is this a Court-ordered Placement? <input type="checkbox"/> Yes <input type="checkbox"/> No Does Client have Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, please check all that apply ____ Part A ____ Part B ____ Part D (effective 1/1/06) What is the Client's Medicare Number? _____		
<b>Responsible Party's Information (Guarantor):</b> Name _____ Phone _____ Relationship to Client _____ <input type="checkbox"/> Self Address _____ City _____ State _____ Zip Code _____ <input type="checkbox"/> Refused to provide Financial Information and will be charged full cost of service.		

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

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

3<sup>rd</sup> Party HEALTH INSURANCE INFORMATION

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

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

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

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

**Client Refused to Sign Authorization:** ☐ (Please check if applicable)    Date \_\_\_\_\_ Reason \_\_\_\_\_

Name of Interviewer \_\_\_\_\_ Phone Number \_\_\_\_\_ Best Time to Contact \_\_\_\_\_

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

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

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

**Instructions for Obtaining Medi-Cal Eligibility Using Internet**

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

**Note:**

Click on Back - to return to Transaction Services screen

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

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



### **Instructions for Clearing Medi-Cal Share of Cost Using Internet**

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

**Note:**

Click on Back - to return to Transaction Services screen

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

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

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

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

ATTACHMENT I

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

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

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

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

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

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.

Signature

Title of Authorized Official

Date

\*Exception: DHHS regulations state that:

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