SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND HEALTHRIGHT 360

THIS SIXTH AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HEALTHRIGHT 360 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 Medi-Cal Outreach, Linkage and Case Management services to emotionally disturbed youth and others residing in the north region on February 26, 2013 for a maximum obligation of $315,288 for the term July 1, 2012 through June 30, 2014 under Resolution Number 072391; and

WHEREAS, the parties entered into an Agreement ("Original Agreement") for mental health services to seriously emotionally disturbed middle school students, and outpatient mental health services authorized by the Mental Health Plan on September 10, 2013 for a maximum obligation of $268,642 for the term July 1, 2013 through June 30, 2014 under Resolution Number 072922; and

WHEREAS, on January 31, 2014, the Chief of the Health System approved a first amendment to the agreement changing contractor's name from Asian American Recovery Services, Inc. (AARS) to HealthRIGHT 360 (HR 360), effective January 1, 2014. Through this merger, the following three agreements between Behavioral Health and Recovery Services (BHRS) and AARS, shifted all responsibilities, obligations and duties to HR 360 which are: 1) Alcohol and Other Drug (AOD) prevention and treatment services; 2) mental health services to seriously emotionally disturbed students at the middle schools in San Mateo County and outpatient services authorized by the Mental Health Plan (MHP), and 3) the North County Outreach Collaborative (NCOC) providing services to at risk youth and families. All other terms and conditions of the agreement remain the same; and

WHEREAS, on May 1, 2014, HR 360 merged with another provider, Women's Recovery Association (WRA) and assumed all services under the same terms and conditions of WRA agreement with the County (Resolution Number 072931). On May 28, 2014, the Chief of the Health System approved a first amendment to the agreement changing contractor's name from WRA to HR 360; and

WHEREAS, on June 30, 2014, the Chief of the Health System approved a second amendment to the agreement to provide a cost of living adjustment increase, with HR 360 operating as AARS, increasing the maximum obligation for alcohol and other drug services by $24,537 to a new maximum of $1,910,794 and HR 360 operating as WRA, increasing the maximum obligation for alcohol and other drug services by $74,787 to a new maximum of $5,837,393; and

WHEREAS, on December 10, 2013, the Chief of the Health System approved a third amendment to the agreement to provide a cost of living adjustment increase for the remaining HR 360 services. Effective January 1, 2014, the maximum obligation of the agreement for mental health services increased by $3,655 and the NCOC increased by $2,365. The combined maximum amount of the agreement increased by $6,020, not to exceed a combined total of $5,843,413; and

WHEREAS, on June 30, 2014, the Chief of the Health System approved a second amendment to the agreement to provide a cost of living adjustment increase with HR 360 operating as AARS, increasing the maximum obligation of the agreement by $24,537 for alcohol and other drug services, to a new maximum of $1,910,794 and HR 360 operating as WRA, increasing the maximum obligation of the agreement by $74,787 for alcohol and other drug services, to a new maximum of $5,837,393; and

WHEREAS, on August 15, 2014, the Chief of the Health System approved a third amendment to the agreement to provide a cost of living adjustment increase for the remaining HR 360 services. Effective January 1, 2014, the maximum obligation of the agreement for mental health services increased by $3,655, and the NCOC increased by $2,365. The combined maximum amount of the agreement increased by $6,020, not to exceed a combined total of $5,843,413; and

WHEREAS, on August 8, 2014, the Chief of the Health System approved a fourth amendment to the agreement to provide start-up costs for necessary renovations of the newly identified Respite Center facility, increasing the maximum obligation of the agreement by $25,000, not to exceed a combined total of $5,868,413; and

WHEREAS, on February 24, 2015, your Board approved a fifth amendment to the agreement to extend the term of the agreement for school–based mental health services, outpatient mental health services, and the NCOC, decreasing the maximum obligation by $602,539 to a new maximum of $5,265,874.

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the agreement a sixth time to shift funds for start-up of the following: 1) two newly identified locations, 2) treatment services and outpatient mental health services, and 3) Medication Assisted Treatment services, with no change to the maximum amount of the agreement or term of the agreement.

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 Exhibits "A-1-6, A-2-6, A-3-6, A-4-6, A-5-6," County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B-1-6, B-2-6, B-3-6, B-4-6, A-5-6." 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 FIVE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,265,874).

2. Exhibit A-1-5, A-2-5, A-3-5, A-4-5 is hereby deleted and replaced with Exhibit A-1-6, A-2-6, A-3-6, A-4-6, A-5-6 attached hereto.

3. Exhibit B-1-5, B-2-5, B-3-5, B-4-5 is hereby deleted and replaced with Exhibit B-1-6, B-2-6, B-3-6, B-4-6, B-5-6 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

HEALTHRIGHT 360

_____
Contractor's Signature

Date: 6-30-15

EXHIBIT A-1-6 – SERVICES
HEALTH RIGHT 360 OPERATING AS
ASIAN AMERICAN RECOVERY SERVICES
ALCOHOL AND OTHER DRUG SERVICES
JULY 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 B-1-6, 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. Community-Based Partnership

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

Contractor is responsible for convening the Community-based Partnership. Community-based Partnerships are comprised of local government, parents, youth, community activists, educators, law enforcement, businesses, faith-based leaders, health providers, and others who are mobilizing at the local level to make their communities safer, healthier, and to reduce the problems associated with alcohol and other drugs. A Community-based Partnership is an evidenced-based strategy that

promotes coordination and collaboration and makes efficient use of limited resources. By connecting multiple sectors of the community in a comprehensive approach, community based partnerships are able to plan and implement strategies, coordinate activities and achieve measurable outcomes.

In providing its operations, Contractor will maintain compliance with the requirements of the San Mateo County BHRS Alcohol and Other Drug Services (AOD) Provider Handbook hereinafter referred to as the Alcohol and Other Drug Services (AOD) Provider Handbook. In doing so, Contractor will follow, and assure that the Community-Based Partnership follows federal, state, and local requirements, including general administrative, fiscal, and reporting responsibilities. These requirements and responsibilities are set forth in the AOD Provider Handbook.

1. Work Plan and Budget Development and Approval:

   a. Contractor will develop a Work Plan in collaboration with the Community-Based Partnership, based on the Partnership's assessment of community-level conditions, priorities, and capacity with respect to alcohol and other drug issues.

   b. Contractor will consult with the Community-Based Partnership and develop a Budget that includes a Budget Justification. The Budget must be consistent with the scope of work reflected in the Work Plan and shall include a twenty percent (20%) in-kind match. The Governor of California has signed a directive stating that state funds can no longer be used to purchase promotional items, colloquially known as SWAG (Stuff We All Get). This includes items such as t-shirts, mugs, key chains, etc. See the following link: http://gov.ca.gov/news.php?id=16911. A listing of non-allowable expenditures can also be found in the AOD Provider Handbook. A minimum of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500) must be allocated to evaluation services. A minimum of ONE THOUSAND DOLLARS ($1,000) must be allocated towards training. Contractor will send 2-4 staff and partners, to attend 1-2 California Department of Health Care Services (DHCS) sponsored alcohol and other drug prevention trainings each fiscal year.

c. Contractor's Work Plan and Budget must be approved by the BHRS AOD Administrator or designee and uploaded to the DHCS Outcomes Measurement System (CalOMS Pv) site no later than January 31, 2015. Failure to meet this deadline will result in the suspension of payment. The approved Work Plan and Budget are hereby incorporated by reference. The Work Plan requirements include, but are not limited to:

i. Work Plan shall align with the AOD Strategic Prevention Framework 2014-2019 (SPF) and with the San Mateo County AOD Work Plan, as incorporated in the SPF. These documents are in the AOD Provider Handbook described in Section I of Exhibit A-1-6, located at: http://smchealth.org/sites/default/files/docs/BHS/AOD/StrategicPreventionPlan.pdf

ii. Using the SPF and the San Mateo County AOD Work Plan, the Community-Based Partnership shall:

1) Select at least one (1) Problem Statement and Goal in Priority Area 1; identify and implement at least three (3) Interventions/Strategies that address the Problem Statement.

2) Select at least one (1) Problem Statement and Goal in Priority Area 2; identify and implement at least three (3) Interventions/Strategies that address the Problem Statements.

3) The Community-Based Partnership may identify additional problem statements, goals and additional interventions/strategies if needed to address the local conditions in their community. Approval to implement these interventions/strategies using this funding is at the discretion of the BHRS AOD Administrator or designee.

4) Upon identifying the Problem Statements and Goals, the Community-Based Partnership shall use the selected Interventions/Strategies and develop specific, measurable, time-bound objectives in a Logic Model and Work Plan.

iii. The Work Plan shall incorporate environmental alcohol and other drug prevention strategies. Environmental strategies are based on the belief that problem alcohol and other drug use is a product of multiple environmental conditions and circumstances. According to this view, individuals do not engage in problematic substance use solely on the basis of personal characteristics, but rather as a result of a complex set of factors in their environment, including: the rules and regulations of the social institutions to which individuals belong, the norms of the communities in which they live, the mass media messages to which they are exposed, and the accessibility and availability of alcohol and other drugs. Environmental alcohol and other drug prevention strategies reach entire populations and reduce collective risk, making them a cost effective solution.

iv. Changes to the Work Plan and/or corresponding Budget must be negotiated collaboratively with the Community-Based Partnership and BHRS AOD. Work Plan modifications are subject to approval by the BHRS AOD Administrator or designee.

2. Work Plan Implementation:

a. Contractor, in collaboration with the Community-Based Partnership, shall implement Work Plan intervention/strategies to achieve Work Plan objectives.

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

3. Participation in BHRS AOD Sponsored Activities

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

B. Treatment 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 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. Outpatient Treatment
Outpatient services consist of intake, assessment, recovery or treatment planning, psycho-education, process and support groups, individual counseling, case management, continuing care plans, aftercare, and ancillary services. Contractor is required to provide a minimum of two (2) group counseling sessions per thirty (30) day period. Individual counseling shall be provided for each client, at a minimum of thirty (30) minutes bi-weekly, or one (1) hour per month. Perinatal providers must be in compliance with DHCS's Perinatal Services Network (PSN) guidelines as referenced in the AOD Provider Handbook. Adolescent Providers shall also adhere to the Youth Treatment Guidelines as referenced in the AOD Provider Handbook.

b. Intensive Outpatient Treatment
An outpatient alcohol and/or other drug service that is provided to clients at least three (3) hours per day and at least three (3) days per week, for a minimum of nine (9) direct service hours per week. Perinatal Intensive Outpatient Services must be in compliance with the DHCS PSN guidelines located at: http//www.dhcs.ca.gov/individuals/Documents/PSNG2014Final21214.pdf. Adolescent Providers shall also adhere to the Youth Treatment Guidelines set forth by the DHCS located at: http://www.dhcs.ca.gov/individuals/Documents/Youth Treatment Guidelines.pdf.

c. Individual Family Therapy

Ancillary therapy services do not directly refer to substance abuse treatment. Services shall include the following:

i. Ancillary counseling, including individual, group, and/or conjoint family counseling/therapy.
ii. The ancillary counseling services will be provided by Licensed Marriage Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), Psychologist, or other licensed Professional of the Healing Arts (LPHA). Any counseling services provided by non-licensed staff shall be under the supervision of a licensed professional and meet the guidelines required by state licensing.
iii. The LPHA will provide frequent, regular updates regarding the participants' participation.
iv. Contractor will provide monthly updates regarding the participants' participation to the Case Manager and/ or CalWORKs, Realignment, Unified Reentry or Drug Court Team.

d. Drug Medi-Cal

Drug Medi-Cal (DMC) rates are contingent upon legislative action and approval of the annual State Budget. All claims must be documented in accordance with DMC rules, guidelines, timelines, and provided by staff that are lawfully authorized to provide, prescribe and/or order these services within the scope of their practice or licensure.

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: DMC Perinatal services shall be certified in accordance with DMC Perinatal regulations.

i. Narcotic Treatment Program - outpatient service using methadone or LAAM directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnoses. For narcotic treatment programs, group counseling shall be conducted with no less than four (4) and no more than ten (10) clients at the same time, only one (1) of whom needs to be a Medi-Cal beneficiary.

ii. Outpatient Drug Free Treatment – outpatient service directed at stabilizing and rehabilitating persons with substance use disorder diagnoses. Services include individual counseling and group counseling. Each beneficiary shall receive at a minimum of two (2) group counseling sessions per month unless medically indicated otherwise.
    a) Individual counseling is limited to intake, crisis intervention, collateral services and discharge planning, for a minimum of fifty (50) minutes in duration.
    b) Group counseling shall be conducted with no less than four (4) and no more than ten (10) clients at the same time, only one (1) of whom needs to be a Medi-Cal beneficiary, for a minimum of ninety (90) minutes in duration.

iii. Intensive Outpatient Treatment (IOP) – outpatient counseling and rehabilitation services provided at least three (3) hours per day, three (3) days per week to persons with substance use disorder diagnoses. IOP group counseling shall be conducted with no less than two (2) and no more than twelve (12) clients at the same time, only one (1) of whom needs to be a Medi-Cal beneficiary.

e. Criminal Justice Programs

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.

i. Realignment (AB109)
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.

ii. Unified Reentry
Contractor will provide authorized services to individuals meeting the Unified Reentry eligibility criteria as determined by the Service Connect Team.

iii. Drug Court
Contractor will provide authorized services to individuals meeting the Unified Reentry eligibility criteria as determined by the Drug Court Team.

f. Urine Analysis Testing

Urinanalysis (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. Contractor will provide monthly updates regarding the participants' participation to the Case Manager and/ or Realignment, Unified Reentry or Drug Court Team.

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.

C. Description of Unique Program Services

Contractor shall provide Adult Outpatient and Adult Day Treatment Services as appropriate in compliance with the requirements of the AOD Provider Handbook including additions and revisions, incorporated herein. The standard ninety (90) day programs and schedules are described below. Programming and schedules may vary to accommodate client need. The standard Day Treatment and Outpatient programs shall be ninety (90) days each.

1. Adult Outpatient

The Outpatient Treatment shall be conducted as an open group. Topics will include: stages of use, triggers, challenges, honesty, building trust, exercises (breathing), anger management, rebuilding relationships, making changes/stages of change, self-care, holiday stress, 12-steps, thinking-feeling-doing, guilt and shame, motivation for recovery, relapse, reducing stress, and healthy coping. The following are the requirements for the open groups:

a. Each client shall be assigned a primary case manager

b. Each client shall participate in two (2) groups and one (1) individual session per week.

c. Program shall be available Monday and Friday evenings, 5:30-7:30

d. Process group on Monday, Psycho Education on Friday, followed by UA testing as appropriate.

e. Monthly drug-free activity (bowling, etc.) and holiday parties include both Outpatient and Day Treatment.

f. Primary approach is Motivational Interviewing – approximately eighty percent (80%) of curriculum topics from Matrix are utilized.

2. Adult Day Treatment

Each client shall be assigned a primary case manager. Program shall be available Monday-Friday 9 am – 12 noon. The standard programming for Day Treatment will include:

Monday	Relapse Prevention 1.5 hours; yoga 1.5 hours
Tuesday	12-Steps 1.5 hours; acupuncture 1.5 hours
Tuesday	Lunch – all are welcome including all current Outpatient and Day Treatment clients and program graduates.)
Wednesday	Process group 3 hours
Thursday	Skills development (social skills/games0 1.5-2 hours; Individual sessions .5-1 hour
Friday	Marathon Psycho Education 3 hours

D. Non-Reimbursable Services

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

2. Deferred Entry of Judgment
In accordance with the AOD Provider Handbook, Contractor will provide the Deferred Entry of Judgment (DEJ) to clients who have been referred by the Probation Department.

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 make every effort reasonable effort including the establishment of systems for eligibility determination, billing and collection, to secure payment in accordance with BHRS AOD Policy 14-04. This includes:

a. Screen all potential clients for health coverage;

b. Verify health coverage for all individuals seeking services. Coverage may be verified on the https://www.medi-cal.ca.gov/Eligibility/Login.asp .

c. Collect reimbursement for the costs of providing services to persons entitled to insurance benefits, by a State compensated program, other public assistance program for medical expenses, grant program, private health insurance, or any other benefited program. Secure from clients or patients payment for services in accordance with their ability to pay.

d. Authorization must be requested in advance and granted from the BHRS Call Center prior to billing any client with health coverage to this County contract.

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 process updates for 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:
   i. Contractor has submitted DMC application for this service and facility, and certification is pending DHCS approval. The client cannot be referred to a DMC certified program and facility that is conveniently located for the client.
   ii. Contractor provides a medically necessary service to a beneficiary which is not covered under the Centers for Medicare and Medicaid Services (CMS).

4. Drug Medi-Cal Certification

Contractor shall become a DMC certified provider with 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 submitted the DMC certification application prior to January 1, 2014.

b. Expanded benefit (effective January 1, 2014): Contractor submitted the DMC certification application forty-five (45) days after the DHCS release of the revised DMC certification application, or by January 1, 2014, whichever date was later.

c. Once DHCS received the DMC certification application, 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. services are not a contracted benefit with CMS.

e. Program and Client Requirements
   i. The beneficiary has a medically necessary need for service, and the
      1) medically necessary service is not covered by DMC.
      2) Contractor provides 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. San Mateo County SUD contractors are encouraged but not required become SUD providers under the Covered California exchange/marketplace, with the existing OHC plans.

2. Contractor shall bill all eligible OHC payers financially responsible for a beneficiary's health care services.

3. Individuals with OHC shall be referred to an 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 the client to an 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 Areas

    a. BHRS has designed a service delivery system to improve quality and access of services to clients. These services are divided in to six geographic Community Service Areas.

    b. Contractor will participate in activities to improve the partnership and service delivery within the CSA location.

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 continue to evaluate compliance and the quality 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 plan, or it may be a separate process.

c. Contractor shall report quarterly to the assigned BHRS 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. Contractors annual QI plan is due to the assigned BHRS AOD Analyst no later than September 1 of the contract year.

iii. Contractor shall report quarterly to the assigned BHRS 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:

1. 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.

2. 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.

3. 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.

4. 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 the 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.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/ Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year. The annual cultural competence plan will include, but is not limited to the following:

    a. Implementation of policies and practices that are related to promoting diversity and cultural competence such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance;

    b. Contractor forum for discussing relevant and appropriate cultural competence-related issues; (such as a cultural competence committee, grievance, or conflict resolution committee);

    c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and to help in planning and implementing of CLAS standards;

    d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services 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 eight (8) hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaboration with diverse stakeholders. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Technical Assistance

   Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM (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, and Drug Medi-Cal.

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.

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, once there, type in "medi-cal suspended and ineligible provider list" in the search box.

Contractor shall submit verification of the ineligible screening process on January 2nd 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; and

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^{th}) 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 their 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). Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A-1-6) 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 55% to 56%. Successful treatment discharge occurs when a program participant completes his/her treatment/recovery plan or is transferred for continued treatment.

END OF EXHIBIT A-1-6

EXHIBIT B-1-6 – PAYMENTS AND RATES
HEALTHRIGHT 360 OPERATING AS
ASIAN AMERICAN RECOVERY SERVICES
JULY 1, 2014 – JUNE 30, 2015

In full consideration of the services provided by Contractor in Exhibit "A-1-6", County shall pay Contractor as follows:

I. PAYMENTS

A. Maximum Obligation

The maximum amount that County shall be obligated to pay collectively for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 ("Payments") of this Agreement, or FIVE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,265,874). 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

B. Community-Based Partnership

The maximum payment for Community-Based Partnership services shall not exceed ONE HUNDRED FIFTY-FOUR THOUSAND FIVE DOLLARS ($154,500), and is included in Schedule A-1-6 – Fixed Rate Table.

1. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables as described in the approved Work Plan.

a. Contractor will provide the deliverables described in the approved Work Plan in column labeled Major Activities by the date listed in the column labeled Completion Date.

b. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Analyst on a quarterly basis. Any incomplete Major Activities may

result in a corrective action plan, or may result in the delay or withholding of future payments.

c. If it is determined that the Contractor has not met Major Activities deliverables by the required Completion Dates, County may issue a corrective action plan for unmet deliverables. Failure to adhere to the corrective action plan may result in the delay or withholding of future payments, or Contractor reimbursing the County for the Contract Value of any and all unmet Major Activity deliverables.

C. Fixed Rate Payments

The maximum fixed rate amount County shall be obligated to pay for fixed rate services rendered under this Agreement shall not exceed FIVE HUNDRED FOUR THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS ($504,695). Rates are referenced in Schedule A-1-6 – Fixed Rate Table.

D. Fee for Service Aggregate

The maximum payment for alcohol and drug treatment services shall not exceed an aggregate amount of ONE MILLION THREE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SIXTY-ONE DOLLARS ($1,362,861). Rates are referenced in Schedule A-1-6 – Fee for Service Aggregate Rate Table.

E. 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 maximum payment for fee for service with allocation services shall not exceed an amount of THIRTY THOUSAND DOLLARS ($30,000). Rates are referenced Schedule A-1-6 – Fee for Service with Allocation Rate Table.

F. Non-Reimbursable Services

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

1. First Offender Program
   Contractor shall remit monthly to the BHRS AOD Administrator a seven percent (7%) administrative fee for First Offender Programs (FOP) of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the FOP.

2. Deferred Entry of Judgment
   Contractor shall remit monthly to the BHRS AOD Administrator a five percent (5%) administrative fee of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned.

G. Contract Maximum

In any event, the maximum amount County shall be obligated to pay for alcohol and other drug services rendered under this contract shall not exceed ONE MILLION EIGHT HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS ($1,897,556).

H. Not Used.

I. Modifications

Modifications to the allocations in Paragraph A of this Exhibit B-1-6 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. 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.

K. 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.

L. 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

M. 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-1-6). 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. More information regarding payments can be found in the AOD Provider Handbook.

N. 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.

O. 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.

P. 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.

Q. 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 Health Care Services.

R. 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 15th 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 Q of this Exhibit B-1-6.

S. Election of Third Party Billing Process

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

1. Option One

a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph Q of this Exhibit B-1-6. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services

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

2. Option Two

a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph Q of this Exhibit B-1-6. 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.

T. 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.

U. 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 B-1-6

SCHEDULE A-1-5
HEALTHRIGHT 360 OPERATING AS
ASIAN AMERICAN RECOVERY SERVICES
FIXED RATE TABLE

I. FIXED RATE PAYMENTS

July 1, 2014 – June 30, 2015

Services	Funding Amount	Monthly Funding Amount	Rate	Units of Service per FY	Clients to be Served	Slots
NRC Prevention	$154,500	$12,875	N/A	N/A		
County Funded Intensive Day Tx	$109,496	$9,125	$142	771	25	5
County Funded Outpatient	$139,110	$11,593	$50	2,782	79	22
NRC Outpatient	$101,589	$8,466	$50	2,032	58	16
TOTAL	$504,695	$42,058				

* Bridge Funding for Outpatient and Intensive Day Treatment must be utilized at 100%.

SCHEDULE A-1-5
HEALTHRIGHT360 OPERATING AS
ASIAN AMERICAN RECOVERY SERVICES
FEE FOR SERVICE AGGREGATE RATE TABLE

I. FEE FOR SERVICE AGGREGATE

July 1, 2014 – June 30, 2015

Funding Source & Services	Aggregate Maximum for all Providers	Unit Rate
Realignment Drug Court	$304,668	
Outpatient Individual/Group		$50.00 Per Staff Hour
Intensive Outpatient		$120.00 Per Visit Day
Aftercare Treatment		$40.00 Per Staff Hour
Drug Testing/Urine Analysis		$30.00 Per Screening
Individual and Family Therapy		$2.61 Per minute
Adult Drug Court 11550 Expansion	$153,955	
Outpatient Individual/Group		$50.00 Per Staff Hour
Intensive Outpatient		$120.00 Per Visit Day
Aftercare Treatment		$40.00 Per Staff Hour
Drug Testing/Urine Analysis		$30.00 Per Screening
Individual and Family Therapy		$2.61 Per minute
Unified Reentry	$625,361	
Outpatient Individual/Group		$50.00 Per Staff Hour
Intensive Outpatient		$120.00 Per Visit Day
Aftercare Treatment		$40.00 Per Staff Hour
Drug Testing/Urine Analysis		$30.00 Per Screening
Individual and Family Therapy		$2.61 Per minute
Criminal Justice Realignment	$278,877	
Outpatient Individual/Group		$50.00 Per Staff Hour
Intensive Outpatient		$120.00 Per Visit Day
Aftercare Treatment		$40.00 Per Staff Hour
Drug Testing/Urine Analysis		$30.00 Per Screen
Individual and Family Therapy		$2.61 Per minute
TOTAL	$1,362,861	

SCHEDULE A-1-5
HEALTHRIGHT360 OPERATING AS
ASIAN AMERICAN RECOVERY SERVICES
FEE FOR SERVICE WITH ALLOCATION RATE TABLE

I. FEE FOR SERVICE WITH ALLOCATION

July 1, 2014 – June 30, 2015

Funding Source & Service	Allocated to Provider	Unit Rate
Drug Medi-Cal*	$30,000	
Outpatient Individual		$67.38 face to face visit (per person)
Outpatient Group		$26.23 face to face visit (per person)
Intensive Outpatient		$56.44 face to face visit (per day)
TOTAL	$30,000	

EXHIBIT A-2-5 – SERVICES
HEALTHRIGHT 360 OPERATING AS
WOMEN'S RECOVERY ASSOCIATION
ALCOHOL AND OTHER DRUG SERVICES
JULY 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 B-2-5, 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 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. Individual Family Therapy
Ancillary therapy services do not directly refer to substance abuse treatment. Services shall include the following:
   i. Ancillary counseling, including individual, group, and/or conjoint family counseling/therapy.
   ii. The ancillary counseling services will be provided by Licensed Marriage Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), Psychologist, or other licensed Professional of the Healing Arts (LPHA). Any counseling services provided by non-licensed staff shall be under the supervision of a licensed professional and meet the guidelines required by state licensing.
   iii. The LPHA will provide frequent, regular updates regarding the participants' participation.
   iv. Contractor will provide monthly updates regarding the participants' participation to the Case Manager and/ or CalWORKs, Realignment, Unified Reentry or Drug Court Team.

b. 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.

c. Bridge Funded Services
County Bridge funding for residential SUD services replaces Federal Financial Participation (FFP) funding, pending approval of residential SUD services under the Drug Medi-Cal Program. Bridge funded residential services shall be provided to Medi-Cal beneficiaries. Authorization for services must be approved from the BHRS Call Center. Services shall be provided in accordance with the DHCS Certification and Licensing requirements.

d. Drug Medi-Cal

Drug Medi-Cal (DMC) rates are contingent upon legislative action and approval of the annual State Budget. All claims must be documented in accordance with DMC rules, guidelines, timelines, and provided by staff that are lawfully authorized to provide, prescribe and/or order these services within the scope of their practice or licensure.

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: DMC Perinatal services shall be certified in accordance with DMC Perinatal regulations.

i. Outpatient Drug Free Treatment – outpatient service directed at stabilizing and rehabilitating persons with substance use disorder diagnoses. Services include individual counseling and group counseling. Each beneficiary shall receive at a minimum of two (2) group counseling sessions per month unless medically indicated otherwise.
    a) Individual counseling is limited to intake, crisis intervention, collateral services and discharge planning, for a minimum of fifty (50) minutes in duration.
    b) Group counseling shall be conducted with no less than four (4) and no more than ten (10) clients at the same time, only one (1) of whom needs to be a Medi-Cal beneficiary, for a minimum of ninety (90) minutes in duration.

ii. Intensive Outpatient Treatment (IOP) – outpatient counseling and rehabilitation services provided at least three (3) hours per day, three (3) days per week to persons with substance use disorder diagnoses. IOP group counseling shall be conducted with no less than two (2) and no more than twelve (12) clients at the same time, only one (1) of whom needs to be a Medi-Cal beneficiary.

iii. Perinatal Intensive Outpatient – includes individuals that are pregnant or in the postpartum period, and/or eligible for Early and Periodic Screening Diagnosis, and Treatment (EPSDT). Services include intake, admission physical examinations, medical direction, treatment planning, individual and group counseling, body specimen screenings, medication services, collateral services, and crisis intervention provided by staff that are lawfully authorized to provide, prescribe and/or order these services within the scope of their practice or licensure. The service shall consist of regularly assigned, structured, and supervised treatment. Group counseling shall be conducted with no less than two (2) and no more than twelve (12) clients at the same time, only one (1) of whom needs to be a Medi-Cal beneficiary.

e. Criminal Justice Programs

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.

i. Realignment (AB109)
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.

ii. Unified Reentry
Contractor will provide authorized services to individuals meeting the Unified Reentry eligibility criteria as determined by the Service Connect Team.

iii. Drug Court
Contractor will provide authorized services to individuals meeting the Unified Reentry eligibility criteria as determined by the Drug Court Team.

f. 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 be enroll in DHCS certified Outpatient Treatment or Intensive Outpatient Treatment. Treatment coordination is required. Contractor will provide monthly updates regarding the participants' participation to the Case Manager and/ or Realignment, Unified Reentry or Drug Court Team.

g. Urine Analysis Testing
Urinanalysis (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. Contractor will provide monthly updates regarding the participants' participation to the Case Manager and/ or Realignment, Unified Reentry or Drug Court Team.

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. Pathways Program

Contractor shall provide women's residential alcohol and drug treatment services/beds and/or perinatal residential alcohol and drug treatment services/beds on an as-available and as-needed basis in accordance to the instructions below. Referrals for the use of beds must come through BHRS Deputy Director or designee. In addition to the AOD Provider Handbook, Contractor will provide the following:

1. Residential and Perinatal Alcohol and Drug Treatment Services

Contractor shall provide the following services which are part of Contractor's basic women's residential alcohol and drug treatment program:

a. Refer all appropriate unemployed program participants to the Department of Rehabilitation for assessment, job training, and placement;

b. Review all medical needs of program participants and make appropriate referrals as required;

c. Provide aftercare services upon completion of Contractor's residential alcohol and drug treatment program. Such aftercare services shall include development of an aftercare plan with each program participant prior to the final phase of the treatment program; and

2. Transitional Living

Contractor shall operate a transitional living program, providing a minimum of the following guidelines:

a. Treatment is not provided at Juniper House, but resident lodgers are required to engage in counseling with an experienced drug and alcohol counselor; seek mental health services and take medications as prescribed; attend aftercare or continuing care support groups as recommended and actively follow and update a continuing care/relapse prevention plan.

b. Lodgers are encouraged to attend twelve (12) step meetings daily for the first ninety (90) days and three (3) times per week thereafter; and work the twelve (12) steps of recovery under the direction of a sponsor.

c. All lodgers are expected to actively engage an activity of at least twenty (20) hours per week, which could be school, employment, or volunteer work.

3. Intensive Outpatient Alcohol and Drug Treatment Services

a. Contractor shall provide three (3) hours a day of intensive non-residential alcohol and drug treatment services. Such services shall be provided for clients three (3) to five (5) days per week as referred by the BHRS Deputy Director or designee.

b. Contractor shall provide the following services which are part of Contractor's basic women's intensive non-residential alcohol and drug treatment program:
   i. Case coordination and referrals with other San Mateo County providers as necessary;
   ii. Collateral services will be provided to family members including education on substance abuse behavior and lifestyle, along with educational meetings on how to give support to the family member in treatment;
   iii. Opportunities will be provided for participants to engage in community involvement activities, encouraging them to be active in their community and in society. These activities may include community service;
   iv. Aftercare services upon completion of Contractor's intensive non-residential alcohol and drug treatment program. Such aftercare services shall include development of an aftercare plan with each program participant prior to the final phase of the treatment program.

4. Non-residential Alcohol and Drug Treatment Services (Outpatient Services)

   Contractor shall provide the following services for each client referred:

   a. Recovery-oriented group counseling. Program topics will include addiction and recovery, parenting skills, health issues, the twelve-step model of recovery, family dynamics, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, and ongoing educational workshops; and

   b. Two (2) hours of relapse prevention each month including ongoing program activities, group and individual support, education, and ongoing links to community services.

5. Contractor's representative shall participate three (3) hours a week in the Pathways for Women program meetings at a time and location determined by the County.

6. County staff will develop and maintain mental health client treatment plans, provide case management and medication support services, and work with Contractor to coordinate client transportation needs.

C. Description of Unique Program Services

1. Alcohol and Drug Treatment Services

   WRA offers a treatment program which includes residential, day treatment, outpatient and evening outpatient services. Women can extend on a month-to-month basis for up to one (1) year. Extensions are granted when the treatment team decides that an extension is clinically warranted and necessary. Treatment is organized into a range of groups and services, including individual counseling, psycho-educational groups (educational groups that include the whole community and provide information important for women in recovery), process groups, specialized groups, case management and vocational, educational and housing services. WRA provides services to clients with co-occurring disorders.

2. Recovery Management Program

   Intensive case management services will include support from pre-treatment to recovery management. These services will terminate November 30, 2014.

Recovery management is a standalone billable treatment modality that provides support at every level of care – from pre-treatment to reentry to the community – by engaging in ongoing contact, support, case management, assessment, and recovery coaching. It is also an approach to providing treatment using a chronic care framework and the recovery management modality is responsible for facilitating clients' movement through levels of care and transitioning to the community as described below.

a. Acute Stabilization: Admissions to acute care modality, namely residential or intensive outpatient treatment to stabilize substance use and psychiatric symptoms.

b. Post Stabilization: Transition to lower levels of care, as determined by each client's treatment plan and ongoing assessment.

c. Reengagement: Opportunities for clients to reenter and level of care to restabilize or reengage in the recovery process.

BHRS shall provide two (2) .75 FTE positions for a total of two thousand six hundred eighty (2,680) staff available hours (SAH). WRA shall provide a match of two (2) .25 FTE positions for a total of eight hundred ninety-four (894) SAH. WRA shall submit a quarterly report to document SAH provided client progress, demographics and services provided.

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 make every effort reasonable effort including the establishment of systems for eligibility determination, billing and collection, to secure payment in accordance with BHRS AOD Policy 14-04. This includes:

    a. Screen all potential clients for health coverage;

    b. Verify health coverage for all individuals seeking services. Coverage may be verified on the https://www.medi-cal.ca.gov/Eligibility/Login.asp .

    c. Collect reimbursement for the costs of providing services to persons entitled to insurance benefits, by a State compensated program, other public assistance program for medical expenses, grant program, private health insurance, or any other benefited program. Secure from clients or patients payment for services in accordance with their ability to pay.

    d. Authorization must be requested in advance and granted from the BHRS Call Center prior to billing any client with health coverage to this County contract.

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 process updates for 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:

i. Contractor has submitted DMC application for this service and facility, and certification is pending DHCS approval. The client cannot be referred to a DMC certified program and facility that is conveniently located for the client.

ii. Contractor provides a medically necessary service to a beneficiary which is not covered under the Centers for Medicare and Medicaid Services (CMS).

4. Drug Medi-Cal Certification

Contractor shall become a DMC certified provider with 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 submitted the DMC certification application prior to January 1, 2014.

b. Expanded benefit (effective January 1, 2014): Contractor submitted the DMC certification application forty-five (45) days after the DHCS release of the revised DMC certification application, or by January 1, 2014, whichever date was later.

c. Once DHCS received the DMC certification application, 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. services are not a contracted benefit with CMS.

e. Program and Client Requirements
   i. The beneficiary has a medically necessary need for service, and the
      1) medically necessary service is not covered by DMC; and
      2) contractor provides 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. San Mateo County SUD contractors are encouraged but not required become SUD providers under the Covered California exchange/marketplace, with the existing OHC plans.

2. Contractor shall bill all eligible OHC payers financially responsible for a beneficiary's health care services.

3. Individuals with OHC shall be referred to an 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 the client to an 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 Areas

    a. BHRS has designed a service delivery system to improve quality and access of services to clients. These services are divided in to six geographic Community Service Areas.

    b. Contractor will participate in activities to improve the partnership and service delivery within the CSA location.

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 continue to evaluate compliance and the quality 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 plan, or it may be a separate process.

    c. Contractor shall report quarterly to the assigned BHRS 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. Contractors annual QI plan is due to the assigned BHRS AOD Analyst no later than September 1 of the contract year.
   iii. Contractor shall report quarterly to the assigned BHRS 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:

1. 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.

2. 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.

3. 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.

4. 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 the 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.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/ Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year. The annual cultural competence plan will include, but is not limited to the following:

   a. Implementation of policies and practices that are related to promoting diversity and cultural competence such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance;

   b. Contractor forum for discussing relevant and appropriate cultural competence-related issues; (such as a cultural competence committee, grievance, or conflict resolution committee);

   c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and to help in planning and implementing of CLAS standards;

d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services 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 eight (8) hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaboration with diverse stakeholders. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Technical Assistance

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM (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, and Drug Medi-Cal

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.

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, once there, type in "medi-cal suspended and ineligible provider list" in the search box.

Contractor shall submit verification of the ineligible screening process on January 2nd 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^{th}) 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 their 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). Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A) 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 55% to 56% (collectively). Successful treatment discharge occurs when a program participant completes his/her treatment/recovery plan or is transferred for continued treatment.

END OF EXHIBIT A-2-5

EXHIBIT B-2-5 – PAYMENTS AND RATES
HEALTHRIGHT 360 OPERATING AS
WOMEN'S RECOVERY ASSOCIATION
ALCOHOL AND OTHER DRUG SERVICES
JULY 1, 2014 – JUNE 30, 2015

In full consideration of the services provided by Contractor in Exhibit "A-2-5", County shall pay Contractor as follows:

I. PAYMENTS

A. Maximum Obligation

The maximum amount that County shall be obligated to pay collectively for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 ("Payments") of this Agreement, or FIVE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,265,874). 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

1. Fixed Rate Payments

The maximum fixed rate amount County shall be obligated to pay for fixed rate services rendered under this Agreement shall not exceed ONE MILLION ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED EIGHT DOLLARS ($1,165,708). Rates are referenced in Schedule A-2-5 – Fixed Rate Table.

2. Fee for Service Aggregate

The maximum payment for alcohol and drug treatment services shall not exceed an aggregate amount of ONE MILLION THREE HUNDRED SIXTY-TWO THOUSAND EIGHT SIXTY-ONE DOLLARS ($1,362,861). Rates are referenced in Schedule A-2-5 – 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 maximum payment for fee for service with allocation services shall not exceed an amount of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($175,000). Rates are referenced Schedule A-2-5 – Fee for Service with Allocation Rate Table.

4. County Bridge Funded Services

The Bridge Funding allocation will be funded through County residential funds for FY 2014-15 and will be utilized as the match. County and Contractor agree that in the event that services delivered do not meet the contracted utilization level of 100%, the Bridge funding match may be reduced by the amount of that difference.

B. Contract Maximum

In any event, the maximum amount County shall be obligated to pay for alcohol and other drug services rendered under this contract shall not exceed TWO MILLION SIX HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED NINETY-THREE DOLLARS ($2,691,793).

C. Not Used.

D. Modifications

Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

E. 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.

F. 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.

G. 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

H. 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-2-5). 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. More information regarding payments can be found in the AOD Provider Handbook.

I. 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.

J. 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.

K. 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.

L. 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 Health Care Services.

M. 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 15th 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 B-2-5.

N. Election of Third Party Billing Process

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

1. Option One

a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B-2-5. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services

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

2. Option Two

a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B-2-5. 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.

O. 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.

P. 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 B-2-5

SCHEDULE A-2-6
HEALTH RIGHT 360 OPERATING AS
WOMEN'S RECOVERY ASSOCIATION
FIXED RATE TABLE

I. FIXED RATE PAYMENTS

July 1, 2014 – June 30, 2015

Services	Funding Amount	Monthly Funding Amount	Rate	Units of Service per FY	Clients to be Served	Slots
NRC Perinatal Residential	$262,800	$21,900	$135.00	1,947	22	6
NRC Residential	$252,376	$21,031	$126.00	2,003	22	6
County Residential *	$361,781	$30,148	$126.00	2,871	32	8
CalWORKs	$54,054	$4,504				
Residential			$126.00			
Individual and Family Therapy			$2.61/min			
Recovery Management (Ends November 30, 2014)	$46,875	$9,375				
MHSA Treatment	$52,068	$4,339	$126.00	413	5	
County Bridge Funding	$67,877	$11,313	$135.00	1,006	11	3
County Bridge Match	$67,877					
TOTAL	$1,165,708	$97,142				

SCHEDULE A-2-5
HEALTH RIGHT 360 OPERATING AS
WOMEN'S RECOVERY ASSOCIATION
FEE FOR SERVICE AGGREGATE RATE TABLE

I. FEE FOR SERVICE AGGREGATE

July 1, 2014 – June 30, 2015

Funding Source & Services	Aggregate Maximum for all Providers	Unit Rate
Realignment Drug Court	$304,668	
Residential		$99.43 Per Day
Residential – Perinatal with Child		$99.43 Per Day
Sober Living Environment		$25.00 Per Day
Drug Testing		$30.00 Per Screening
Individual and Family Therapy		$2.61 Per Minute
Adult Drug Court 11550 Expansion	$153,955	
Residential		$99.43 Per Day
Residential – Perinatal with Child		$99.43 Per Day
Sober Living Environment		$25.00 Per Day
Drug Testing		$30.00 Per Screening
Individual and Family Therapy		$2.61 Per Minute
Unified Re-entry	$625,361	
Residential		$99.43 Per Day
Residential – Perinatal with Child		$99.43 Per Day
Sober Living Environment		$25.00 Per Day
Drug Testing		$30.00 Per Screening
Individual and Family Therapy		$2.61 Per Minute
Criminal Justice Realignment	$278,877	
Residential		$99.43 Per Day
Residential – Perinatal with Child		$99.43 Per Day
Sober Living Environment		$25.00 Per Day
Drug Testing		$30.00 Per Screening
Individual and Family Therapy		$2.61 Per Minute
TOTAL	$1,362,861	

SCHEDULE A-2-5
HEALTH RIGHT 360 OPERATING AS
WOMEN'S RECOVERY ASSOCIATION
FEE FOR SERVICE WITH ALLOCATION RATE TABLE

I. FEE FOR SERVICE WITH ALLOCATION

July 1, 2014 – June 30, 2015

Funding Source & Service	Allocated to Provider	Unit Rate	
DMC Allocation	$39,180		
ODF – Individual Counseling		$67.38	face to face visit (per person)
ODF – Group Counseling		$26.23	face to face visit (per person)
IOP		$56.44	face to face visit (per day)
Peri/ODF – Individual Counseling		$105.32	face to face visit (per person)
Peri/ODF – Group Counseling		$63.33	face to face visit (per person)
Peri-IOP		$80.78	face to face visit (per day)
Pathways			
Residential	$89,820	$135.00	per bed day
Perinatal Treatment	$6,000	$135.00	per bed day
Intensive Outpatient	$14,000	$116.00	per visit day
Individual/Group Session	$8,000	$38.70	per staff hour
SLE	$18,000	$25.00	per bed day
TOTAL	$175,000		

EXHIBIT A-3-6 – SERVICES
HEALTH RIGHT 360
MENTAL HEALTH SERVICES
JULY 1, 2014 – JUNE 30, 2015

In consideration of the payments set forth in Exhibit "B-3-5", Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide school-based mental health services and outpatient mental health services under the San Mateo County Mental Health Managed Care Plan (MHP). These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. The San Mateo County Mental Health Services Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail. Contractor shall provide the following services.

A. School-Based Mental Health Services (Project Grow)

1. Contractor shall provide Mental Health Services ("Mental Health Services"), Case Management ("Case Management"), and Indirect Services ("Indirect Services") (as each is described in Paragraphs I.A.2., I.A.3., and I.A.4. respectively) to students at risk for serious emotional disturbance who are not eligible for special education/Chapter 26.5/Individualized Education Plan (IEP), and who are at middle school(s) in San Mateo County ("School-Based Mental Health Services"). Services shall be provided per the following:

a. Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals. The work of clinicians and family partners will target achieving developmental assets mutually agreed upon by County and Contractor.

b. The services will continue to be provided at Thomas R. Pollicita Middle School (TRP) in South San Francisco and Parkway Heights Middle School (PH) in Daly City.

c. Referrals for these services shall be made by either the local school districts or by the County.

d. Services shall be provided using evidence-based practices (EBP) including trauma focused cognitive behavioral therapy (CBT), with a primary focus on the provision of group services and the utilization of a family centered approach.

e. Services will be provided by the following staff:
   i. licensed clinician(s) or licensed eligible clinician(s) who are experienced providing services in culturally diverse communities. Preferably clinician(s) will be bi-lingual, and fluent in the non-English language predominate at the selected middle school(s) where services will be provided. The above notwithstanding, a minimum of one clinician will be Spanish speaking.
   ii. family partners will provide outreach services, rehabilitation services and case management. Family partners will be bi-lingual, and fluent in the non-English language predominate at the selected middle school(s) where services will be provided.

f. Contractor will work to develop a strong partnership with the school administration and teachers at the particular middle school(s).

g. Contractor will provide services year-round at times that are convenient and comfortable to the clients and their families such as in the evenings as well as during the school-day.

h. Contractor will provide services on the middle school's campus(es), in-home(s), and/or at location(s) convenient and comfortable to the clients and their families.

i. Contractor shall provide mental health services and/or case management for each client referred for these services by either the local school districts or by the County, and to the extent medically necessary.

j. The monthly invoice for mental health services and case management must be supported by clinical documentation to be considered for payment. Mental health services shall be reimbursed by minutes of service.

k. It is anticipated that:
   i. Contractor will operate at two (2) school sites,
   ii. During the school year Contractor will carry a case-load of approximately fourteen (14) clients at a time per site.
   iii. During the school year Contractor will provide approximately twenty hours (20) of mental health services as described in Paragraphs I.A.2 and I.A.3. per week per site, and
   iv. During the school year Contractor will provide approximately three and one-half (3 ½) hours of Indirect service as described in Paragraph I.A.4.per week per site.
   v. During the summer Contractor will provide individual and group treatment services, and prevention activities for school client populations.

2. Mental Health Services

a. Individual Therapy: Therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments.

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

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

d. Family Therapy: Consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.

e. Rehabilitation Services may include any or all of the following:
   i. Assistance in restoring or maintaining a client's functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication education and compliance, and skills in resource utilization.
   ii. Training needed for client and family to achieve the client's desired results and personal milestones.

f. Plan Development: Plan Development may consist of the following:
   i. When staff develop Client Plans (as such term is described in Paragraph I.A.5.), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
   ii. When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
   iii. When staff communicates with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.

g. Assessment: Consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.

3. Case Management

Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients. Services may include the following:

a. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
   i. Inter- and intra-agency communication, coordination, and referral, including reports to CPS.
   ii. Monitoring service delivery to ensure an individual's access to service and the service delivery system.
   iii. Linkage, brokerage services focused on transportation, housing, or finances.

b. Placement Services Supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements including, but not limited to, the following:
   i. Locating and securing an appropriate living environment,
   ii. Locating and securing funding,
   iii. Pre-placement visit(s),
   iv. Negotiation of housing or placement contracts,
   v. Placement and placement follow-up,
   vi. Accessing services necessary to secure placement.

4. Indirect Services

Indirect services ("Indirect Services") shall include any or all of the following:

a. Contractor meeting with school staff to introduce the School-Based Mental Health Services program.

b. Contractor meeting with school staff to provide training regarding access and/or procedures regarding the School-Based Mental Health Services program.

c. Contractor outreach and meeting with school staff to provide training regarding de-stigmatizing mental health problems and how to engage students and families needing assistance.

d. Contractor providing other school-based services that directly pertain to the School-Based Mental Health Services program, but that are not Mental Health Services as described in Paragraph I.A.2. nor Case Management as described in Paragraph I.A.3.

5. Documentation

Each youth will have an individualized client treatment plan ("Client Plan") developed by a licensed, waivered or registered staff member.

a. Client Plans will:
   i. Be provided to the Deputy Director or her designee within thirty (30) days of being admitted for Services;
   ii. Be updated at least annually and are due to the Deputy Director or her designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
   iii. Have specific observable and/or specific quantifiable goals;
   iv. Identify the proposed type(s) of intervention;
   v. Have a proposed duration of intervention(s); and
   vi. Be signed (or electronic equivalent) by:
      1) The person providing the Service(s), or
      2) A person representing a team or program providing Services, or
      3) When the Client Plan is used to establish that Services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
         a) Physician,
         b) Licensed/registered/waivered psychologist,
         c) Licensed/registered/waivered social worker,
         d) Licensed/registered/waivered MFT, or
         e) Registered nurse who is either staff to the program or the person directing the Services.

b. Client Progress Notes

Daily progress notes on activities which must be signed (or electronic equivalent) by a:

i. Physician,
ii. Licensed/registered/waivered psychologist,
iii. Clinical social worker,
iv. MFT,
v. Registered nurse who is either staff to the program or the person directing the Services, or
vi. Family partner.

B. Mental Health Services authorized by the MHP at the following locations:

HR360
2015 Pioneer Court
San Mateo, CA 94401

HR360
1765 East Bayshore Road
East Palo Alto, CA 94303

HR360 (AARS)
1115 Mission
South San Francisco, CA 94080

HR360 (WRA)
1818 Gilbreth Rd
Burlingame, CA 94010

Contractor shall provide services for clients under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, Health Kids Program, HealthWorx, and clients known to be uninsured, for whom the MHP has assumed responsibility.

1. All clients shall be authorized for service by the Behavioral Health and Recovery Services Division's ACCESS Team.

2. Services shall include the following:
   a. Assessment Services
   b. Treatment Services:
      i. Brief Individual, family, and group therapy services
      ii. Collateral services, including contact with family and other service providers

3. Reporting

a. Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database. In the event that Contractor does not use BHRS outreach forms, Contractor shall provide monthly electronic file containing:
   i. count of outreach contacts
   ii. ethnicity of people contacted
   iii. language of people contacted
   iv. location of outreach activities
   v. number of referrals to BHRS
   vi. Referral Process

C. Respite Center

BHRS has identified a facility that shall deliver short term Behavioral Health Respite Center services twenty-four hours a day, seven days a week (24/7) for up to ten (10) adult clients. This facility has become available to the selected provider and is ready to begin the process of starting any necessary renovations that must pass all building codes and inspections.

The consultant, employed by HR 360, shall provide input to County with the type of interior renovation that will best suit client needs and the services to be delivered at the facility. The County shall make the final decision on what repairs and renovations are required, selection of and contracting for all renovation projects.

II. ADMINISTRATIVE REQUIREMENTS

A. Paragraph 13 of the Agreement and Paragraph I.O.4 of Exhibit B-3-5 notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18^{th}) 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).

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Behavioral Health and Recovery Services Division, including outcomes and satisfaction measurement instruments.

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at (650) 573-2714 or jafrica@smcgov.org.

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

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

   a. Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database.

   b. Contractor forum for discussing relevant and appropriate cultural competence-related issues. (such as a cultural competence committee)

   c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.

   d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner.)

   e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Technical Assistance - Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

D. Licensing Reports

Contractor shall submit a copy of any licensing report issued by a licensing agency to County Behavioral Health and Recovery Services Division Children and Youth Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.

E. Documentation

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation

shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A-3-5) which is located online at: http://smchealth.org/SOCMHContractors, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at http://www.aodsystems.com/SMC/Index.htm, 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).

F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

G. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

1. Office of Inspector General

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

2. Department of Health Care Services

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

H. Hours of Operation

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.

I. Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. These documents are available at www.sanmateo.networkofcare.org/mh by following the links: "For Providers" to "Service Provider Forms and Documents." In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

J. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical staff (or obtain a waiver). All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a

County provided credentialing form and submitted to the BHRS Quality Management team. Thereafter, on a yearly basis, Contractor is responsible to conduct a re-credentialing check verifying the NPI number, and ensure that qualification standards have been met and all applicable licenses are current.

K. Advance Directives

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

L. Beneficiary 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. Physician Incentive Plans

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

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. Compliance Plan and Code of Conduct

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

P. Beneficiary Brochure and Provider Lists

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

Q. Fingerprinting Certification

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

R. 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.

III. GOALS AND OBJECTIVES

Services rendered pursuant to this Agreement shall be performed in accordance with the following goals and objectives:

A. School-Based Mental Health Services

Goal: To enhance clients' and parents or other caregivers' satisfaction with the services provided.

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

Data to be collected by County.

B. Mental Health Services (Authorized by MHP)

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

Objective 1: Ninety percent (90%) of clients shall maintain current or lower level of care.

Contractor and County shall collect data on outcome of mental health services.

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

Objective 1: Ninety percent (90%) of clients responding shall be satisfied with service as measured by client satisfaction instrument administered by the MHP.

County shall collect data.

*** END OF EXHIBIT A-3-5 ***

EXHIBIT B–3-5 – P PAYMENTS AND RATES
HEALTH RIGHT 360
MENTAL HEALTH SERVICES
JULY 1, 2014 – JUNE 30, 2015

In consideration of the services provided by Contractor in Exhibit “A-3-5”, County shall pay Contractor based on the following fee schedule:

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.

A. Maximum Obligation

The maximum amount that County shall be obligated to pay collectively for all services provided under this Agreement shall not exceed FIVE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,265,874).

B. School-Based Mental Health Services (Project Grow)

1. For Mental Health Services described in Paragraph I.A.2. County shall pay Contractor at the rate of ONE DOLLAR AND NINETY-SEVEN CENTS ($1.97) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph II.N.

2. For Case Management described in Paragraph I.A.3. County shall pay Contractor at the rate of ONE DOLLAR AND NINETY-SEVEN CENTS ($1.97) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph II.N.

3. For Indirect Services described in Paragraph I.A.4. County shall pay Contractor at the rate of ONE DOLLAR AND SIX CENTS ($1.06) per minute.

4. Payment shall be made on a monthly basis upon County’s receipt of the following:

a. An invoice,

b. All required documentation adhering to Medi-Cal guidelines,

c. Documentation for each minute of service, and

d. Documentation relating to each appropriate authorization.

5. Payment - School-Based Mental Health Services

County shall pay Contractor no more than the sum of ONE HUNDRED EIGHTY NINE THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS ($189,151) for services rendered as described in Section I.A. of Exhibit A-3-5 of this Agreement.

C. Mental Health Services authorized by the MHP

1. Rates

a. Assessment Services (non-MD): An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waivered, or registered mental health professional.

Service Type	Rate
90791 Assessment, per case	$124.00

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

Service Type	Rate
90834 Individual Therapy, per session, up to one hour	$88.00
90853 Group Therapy, per person, per session	$29.00
90847 Family Therapy, one hour, includes all members, up to one hour	$90.00
90887 Collateral, per session, up to one hour	$59.00
X8255 Clinical Consultation (Telephone), 15 min.	$12.00

c. Medication Assessment Services (MD): A medication assessment shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist).

Service Type	Rate
99205 Med Assessment, per case	$140.00

d. Medication Treatment Services (MD): Medication treatment services shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist). Medication group services may be provided by a MD or RN.

Service Type	Rate
99212 Med Outpatient Follow Up	$62.40

2. Payment - Mental Health Services (authorized by the MHP)

In no event shall County pay or be obligated to pay Contractor more than the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000) for services rendered as described in Section I.B. of Exhibit A-3-5 of this Agreement.

D. Respite Center

County shall pay Contractor no more than TWENTY-FIVE THOUSAND DOLLARS ($25,000) for services rendered as described in Section I.E. of Exhibit A-3-5 of this Agreement.

E. Contract Maximum

In any event, the maximum amount County shall be obligated to pay for mental health services rendered under this Agreement shall not exceed FIVE HUNDRED FOURTEEN THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS ($514,151).

F. Not Used.

G. Modifications

Modifications to the allocations in Paragraph A of this Exhibit B-3-5 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.

H. 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.

I. Monthly Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10^{th}) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:

   a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or

   b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided and duration of service (hour/minute format).

2. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

J. 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.

K. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Behavioral Health and Recovery Services Division of the Health Department.

L. Change in Revenue

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

M. 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, 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. Termination

In the event this Agreement is terminated prior to June 30, 2015, the Contractor shall be paid for services already provided pursuant to this Agreement.

O. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients 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 Director of Health or her designee.

P. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or to stabilize a beneficiary with an emergency psychiatric condition.

Q. Claims Certification and Program Integrity

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

2. Anytime Contractor submits a claim to the County for reimbursement for services provided under this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 200_

Signed _____ Title _____

Agency _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:

   a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.

   b. The beneficiary was eligible to receive services described in this Agreement at the time the services were provided to the beneficiary.

   c. The services included in the claim were actually provided to the beneficiary.

   d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.

   e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

   f. For each beneficiary with mental health services included in the claim, all requirements for Contractor payment authorization for mental health service were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.

   g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph II.A. relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Care Services; the Medi-Cal Fraud Unit; California; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

R. Election of Third Party Billing Process

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

1. Option One

a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. With every invoice submitted by Contractor to County, 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 each such invoice. The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. 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.

b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and in 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 with the first invoice of the Agreement for services provided to said clients.

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 County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct from its payments to Contractor the amount of any such third-party payment. To the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.

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 with the first invoice of the Agreement for services provided to said clients.

*** END OF EXHIBIT B-3-5 ***

EXHIBIT A-4-5 – SERVICES
HEALTH RIGHT 360
NORTH COUTY OUTREACH COLLABORATIVE
JULY 1, 2014 – JUNE 30, 2015

In consideration of the payments set forth in Exhibit "B-4-5", Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Community Outreach and Engagement Program

Services shall be provided by the North County Outreach Collaborative ("NCOC"), a partnership of HealthRIGHT 360 (HR 360), Pyramid Alternatives, Daly City – Peninsula Partnership ("DCPP"), and the Pacifica Collaborative. NCOC operations shall be guided by and subject to a Memorandum of Understanding between all partnership members.

1. The purposes of the Outreach Program services are to:

a. Outreach informing Medi-Cal eligible or potential Medi-Cal eligible about Medi-Cal services, including Short-Doyle Medi-Cal services; assisting at-risk MediCal or potential Medi-Cal eligible to understand the need for mental health services covered by Medi-Cal; actively encouraging reluctant and difficult Medi-Cal eligible or potential Medi-Cal eligible to accept needed mental health and health services; training related to Medi-Cal outreach; informing outreach populations about the need for and availability of Medi-Cal and non Medi-Cal mental health services; telephone, walk-in or drop-in services for referring persons to Medi-Cal and non Medi-Cal health programs; training related to Medi-Cal and non-Medi-Cal health programs outreach and Case Management for non-open cases gathering information about an individual's health and mental health needs; assisting individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare.

b. Identify and engage individuals who are currently underserved and in need of mental health services in north San Mateo County;

c. Work strategically with BHRS to improve access to services for persons in need of mental health services; and

d. Build BHRS and Contractor capacity to provide culturally competent outreach services to improve access to mental health services for diverse populations.

e. Facilitate the Parent Project.

2. NCOC Partner representatives:

a. HR 360 – Executive Director

b. Pyramid Alternatives – Executive Director

c. DCYHC – Program Director

d. Pacifica Collaborative - Collaborative Coordinator

e. Daly City Partnership – Executive Director

3. All NCOC partner services provided through this Agreement shall be provided in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

4. HR 360 shall provide fiscal and management oversight of the Outreach Program. HR 360 shall subcontract with other NCOC partners for the provision of services as described herein.

5. All activities shall be provided in compliance with MediCal Administrative Claiming requirements and conform to the Medi-Cal Administrative claiming codes.

6. The objective of these services is to identify and engage individuals who are currently underserved and in need of mental health services in north San Mateo County. Outreach services shall target primarily Filipino, Latino, Chinese and lesbian, gay, bi-sexual, transgender, queer (LGBTQ) populations of all ages to identify individuals who are currently under-served and who require a range of mental health services. Outreach services shall be provided with cultural and linguistic competency appropriate for these named populations.

7. The Outreach Program is the result of a series of outreach and planning discussions that occurred to identify the issues and barriers that prevent community member in the north San Mateo County region from obtaining mental health treatment and to make recommendations to address such issues and barriers. Resources made available through San Mateo County's approved Mental Health Services Act Plan have provided an opportunity for some of the recommendations to be implemented.

B. Outreach Program

1. Staffing

a. NCOC partners will provide the following staff for the Outreach Program:
   i. Outreach workers – three (3) positions for a total of 1.5 FTEs. Staff shall include one bi-cultural Filipino, Tagalog speaker and one Latino, Spanish speaker.
   ii. Outreach coordinator – .30 FTE
   iii. Outreach supervisor – .15 FTE
   iv. Co-Chair of the Pride Initiative (DCPP) – .10 FTE
   v. Parent Project Facilitator (HR 360/AARS)– .10 FTE

b. Additional subcontractors may provide services under this contract with the approval of the BHRS Director or designee.

C. Partner Responsibilities

1. HR 360 shall:

a. Provide full-time project coordinator to support the implementation of the NCOC components.

b. Assume overall project responsibilities as the lead agency:
   i. Facilitate fiscal agent activities;
   ii. Compile member evaluation data and write project reports, including the development of an Effective Strategic and Lesson Learned Manual;

iii. Participate in grantee, technical assistance and grant officer communication;
iv. Maintain consistent communication with San Mateo County liaison and subcontractors;
v. Convene and coordinate committee outreach and Steering Committee meetings.

c. Complete and submit required programmatic, evaluation, and administrative forms.

d. Coordinate the following activities related to behavioral health issues and resources.
i. Co-sponsoring of anti-stigma events;
ii. Pacific Islander parenting groups;
iii. Creation of culturally-sensitive educational materials;
iv. Targeted outreach and presentations within the LGBTQ community.

e. Participate in Community Outreach Team activities.

f. Refer families in need of insurance benefits to county representatives or NCOC enrollment sites, as appropriate.

g. Track all referrals for behavioral health services.

2. Pyramid Alternatives shall:

a. Support the implementation of the NCOC components through direct staffing and training:
i. Provide bi-lingual/bi-cultural (Latino and Chinese outreach workers.
ii. Participate in cross training activities.

b. Ensure priority insurance enrollment assistance for individuals and families referred by members of NCOC.

c. Provide behavioral health services to individuals and families referred by members of NCOC.

d. Participate in Community Outreach Team activities and project evaluation activities.

e. Participate in Steering Committee and other collaborative activities.

f. Coordinate the following activities;
   i. Assist in outreach to target populations;
   ii. Delivery of Spanish Speaking WRAP Groups (ongoing/weekly);
   iii. A needs assessment of behavioral services for Chinese residents of San Mateo County.

g. Compile and relay program activities and evaluation data to the program coordinator.

h. Track all referrals for insurance enrollment.

3. DCYHC will:

a. Support the implementation of the NCOC components through direct staffing and training.
   i. Provider a bi-lingual/bi-cultural Filipina counselor;

b. Ensure priority insurance enrollment assistance for individuals between the ages of 13-21 referred by members of NCOC.

c. Provide behavioral health services to individuals between the ages of 13-21 referred by members of NCOC.

d. Participate in Community Outreach Team activities and project evaluation activities.

e. Refer families in need of insurance benefits to county representatives or NCOC enrollment sites, as appropriate.

f. Coordinate the following activities:
   i. Participate in the sponsoring of cross-training opportunities;
   ii. A needs assessment of behavioral services for Filipino residents of San Mateo County;
   iii. Cross training activities for NCOC members.

g. Participate in Steering Committee and other collaborative activities.

h. Compile and relay program activities and evaluation data to the program coordinator.
    i. Track all referrals for insurance enrollment.

4. Pacifica Collaborative will:

    a. Support the implementation of the NCOC components through direct staffing and training.

    b. Participate in Community Outreach Team activities and project evaluation activities.

    c. Participate in Steering Committee and other collaborative activities.

    d. Coordinate the following specific activities:
        i. Administer and analyze health insurance enrollment of Sunset Ridge School students and families;
        ii. Children's social skills class (lunch group, anger management, peer social skills addressing emotional issues);
        iii. Parent coaching (ongoing);
        iv. Provider collaboration and networking meetings (monthly.)

    e. Refer families in need of insurance benefits to county representatives or NCOC enrollment sites, as appropriate.

    f. Compile and relay program activities and evaluation data to the program coordinator.

    g. Track all referrals for insurance enrollment.

5. DCP will:

    a. Support the implementation of the NCOC components through direct staffing and training.
        i. Provide a bi-lingual/bi-cultural outreach worker;
        ii. Participate in cross training activities.

b. Participate in Community Outreach Team activities and project evaluation activities.

c. Participate in Steering Committee and other collaborative activities.

d. Participate in Community Outreach Team activities and project evaluation activities.

e. Coordinate the following specific activities:
   i. Multicultural Family Literacy and Health Day & Fun, Health and Safety Day health fairs (each event is held annually).
   ii. Domestic Violence support group for Spanish speaking and LGBTQ communities (ongoing).
   iii. Provider collaboration and networking meetings (bi-monthly).
   iv. Outreach and convene presentations to non-traditional providers, including Faith Based communities.

f. Compile and relay program activities and evaluation data to the program coordinator.

g. Track all referrals for insurance enrollment.

D. Outreach Program

1. NCOC partners shall assure that staff receives training in MediCal Administrative claims coding.

2. NCOC partners shall:

   a. Make use of existing outreach services and presentations to promote awareness of mental health issues and resources;

   b. Identify community sites where it is acceptable for clients to ask for assistance; and

   c. Provide training and support for partner staff in outreach techniques for reaching new clients.

3. Partner Outreach Workers shall:

Engage in outreach activities such as informing Medi-Cal eligibles or potential MediCal eligibles about Medi-Cal services, including Short-Doyle Medi-Cal services; assisting at-risk Medi-Cal or potential Medi-Cal eligibles to understand the need for mental health services covered by Medi-Cal; actively encouraging reluctant and difficult MediCal eligibles or potential Medi-Cal eligibles to accept needed mental health and health services; training related to Medi-Cal outreach; informing outreach populations about the need for and availability of Medi-Cal and non Medi-Cal mental health services; telephone, walk-in or drop-in services for referring persons to Medi-Cal and non Medi-Cal health programs; training related to Medi-Cal and non-Medi-Cal health programs outreach) and Case Management for non-open cases (gathering information about an individual's health and mental health needs; assisting individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare.

a. Increase the number of individuals and families enrolled in insurance (ex. MediCal, ACE, etc.);

b. Increase the number of clients receiving behavioral health services within the system of care;

c. Implement and/or co-sponsor ethnic/racial and linguistically sensitive anti-stigma events in the community targeting LGBTQ, Pacific Islanders, Chinese, Filipino and Latino;

d. Convene, build and maintain strong collaborations among various providers in the North County Region including Pacifica;

e. Develop and maintain partnerships and collaborations with non-traditional providers (ex. faith-based, community centers, libraries, other healthcare providers such as acupuncturists, herbalists, traditional healers, etc);

f. Bring North County providers together and sponsor cross-training opportunities/activities and not limited to behavioral health issues (ex. Diabetes, tuberculosis, etc);

g. Increase behavioral health capacity by providing basic psycho-educational activities (ex. parenting groups, WRAP groups, domestic violence support groups) to community members and their families;

h. Explore and develop a needs assessment for Chinese and Filipino clients;

i. Develop culturally sensitive educational materials on behavioral health issues that are balanced with the literacy needs of the target population;

j. Develop a document of “lessons learned” as well as “effective strategies” from outreach and engagement efforts for the identified community groups.

D. Staff Training

Each NCOC partner outreach worker shall participate in training provided and/or sponsored by County BHRS related to outreach services provided through this agreement. Training topics may include orientation to BHRS and confidentiality and HIPAA compliance, MediCal Administration requirements, eligibility, case management, referral and MediCal outreach. Trainings shall be scheduled at such times that are mutually agreeable to NCOC partners and County. (Also refer to Cultural Competence requirements).

E. Reporting

Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database.

II. ADMINISTRATIVE REQUIREMENTS

A. Paragraph 13 of the Agreement and Paragraph I, M.4. of Exhibit B-4-5 notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18^{th}) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Behavioral Health and Recovery Services Division, including outcomes and satisfaction measurement instruments.

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year. The annual cultural competence plan will include, but is not limited to the following:

    a. Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database.

    b. Contractor forum for discussing relevant and appropriate cultural competence-related issues. (such as a cultural competence committee).

    c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.

    d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner).

e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

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

D. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Behavioral Health and Recovery Services Division Children and Youth Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.

E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Such documentation shall be consistent with the San Mateo County Mental Health Services Documentation Manual which is incorporated into this Agreement by reference.

F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

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

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

I. Advance Directives

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

J. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

K. Physician Incentive Plans

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

L. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

M. Compliance Plan and Code of Conduct

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

N. Beneficiary Brochure and Provider Lists

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

O. Fingerprinting Certification

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, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children 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. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

III. GOALS AND OBJECTIVES

Services rendered pursuant to this Agreement shall be performed in accordance with the following goals and objectives:

A. Community Outreach and Engagement Program

Goal 1: Stronger Collaboration

Objective 1: Establish effective collaborative relationships with culturally and linguistically diverse community members to enhance the BHRS' capacity and overall system performance in addressing the needs of diverse population. The Collaboration will develop relationships by not only bringing people into behavioral health services, but by creating linkages for ongoing supports in the community.

Data collected by Contractor and provided to BHRS

Goal 2: Increased numbers of clients accessing and receiving behavioral health services

Objective 1: Contractor shall refer three hundred twenty-five (325) clients to BHRS for mental health services.

Data collected by Contractor and provided to BHRS

Goal 3: Establish strong linkages between the community and BHRS

Objective 1: The Outreach Workers/promotores/as will build linkages between community organizations and BHRS to share information, facilitate connections between people who need mental health and substance abuse services and to reduce stigma related to mental illness and alcohol and substance abuse.

Data collected by Contractor and provided to BHRS

*** END OF EXHIBIT A-4-5***

EXHIBIT B-4-5 – PAYMENTS AND RATES
HEALTH RIGHT 360
NORTH COUNTY OUTREACH COLLABORATIVE
JULY 1, 2014 – JUNE 30, 2015

In consideration of the services provided by Contractor in Exhibit “A-4-5”, County shall pay Contractor based on the following fee schedule:

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.

A. Maximum Obligation

The maximum amount that County shall be obligated to pay collectively for all services provided under this Agreement shall not exceed FIVE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,265,874).

B. Community Outreach and Engagement Program Services

For services provided as described in Paragraph I.C. of Exhibit A-4-5 contractor shall be paid as described following.

1. For the period of July 1, 2014 through June 30, 2015, Contractor will be paid ONE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS ($142,374) for the North County Outreach Collaborative partnership. Contractor shall be paid one twelfth (1/12th) of the maximum obligation or ELEVEN THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS AND FIFTY CENTS ($11,864.50) for personnel and operating costs as described in Paragraph I.C. of Exhibit A-4-5.

2. For the period of July 1, 2014 through June 30, 2015 the DCPP will be paid TEN THOUSAND DOLLARS ($10,000) for the Pride Co-Chair as described in Paragraph I.B.1.iv of Exhibit A-4-5. The DCPP shall be paid one twelfth (1/12th) of the maximum obligation or EIGHT HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS ($833.33).

3. For the period of July 1, 2014 through June 30, 2015 AARS will be paid TEN THOUSAND DOLLARS ($10,000) for the Parent Project Facilitator as described in Paragraph I.B.1.v of Exhibit A-4-5. AARS shall be paid one twelfth (1/12th) of the maximum obligation or EIGHT HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS ($833.33).

C. Contract Maximum

In any event, the maximum amount County shall be obligated to pay for outreach and engagement services rendered under this Agreement shall not exceed ONE HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS ($162,374).

D. Not Used.

E. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

F. Monthly Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:

   a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or

   b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided and duration of service (hour/minute format).

2. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

G. 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.

H. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Behavioral Health and Recovery Services Division of the Health Department.

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

J. 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 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.

K. In the event this Agreement is terminated prior to June 30, 2015, the Contractor shall be paid for services already provided pursuant to this Agreement.

L. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients 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 Director of Health or her designee.

M. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or to stabilize a beneficiary with an emergency psychiatric condition.

N. Claims Certification and Program Integrity

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

2. Anytime Contractor submits a claim to the County for reimbursement for services provided under this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

   Executed at _____ California, on _____, 20__

   Signed _____ Title

   Agency _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:

   a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.

   b. The beneficiary was eligible to receive services described in this Agreement at the time the services were provided to the beneficiary.

   c. The services included in the claim were actually provided to the beneficiary.

   d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.

   e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

f. For each beneficiary with mental health services included in the claim, all requirements for Contractor payment authorization for mental health service were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.

g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph II.A. relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

O. Election of Third Party Billing Process

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

1. Option One

a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. With every invoice submitted by Contractor to County, 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 each such invoice. The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. 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.

b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and in 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 with the first invoice of the Agreement for services provided to said clients.

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 County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct from its payments to Contractor the amount of any such third-party payment. To the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.

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 with the first invoice of the Agreement for services provided to said clients.

*** END OF EXHIBIT B-4-5 ***

EXHIBIT A-5-6 – SERVICES
HEALTHRIGHT 360
FY 2014 – 2015

In consideration of the payments set forth in Exhibit B-5-6, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Introduction

Contractor shall provide substance use disorder (SUD) treatment, case management, medication services, and peer recovery support services to further a participant's ability to improve his/her level of functioning. Any program providing SUD treatment services to San Mateo County residents shall be certified and/or licensed by Department of Health Care Services (DHCS) Licensing and Certification Division.

B. New Locations and Services

Contractor has identified and secured (2) two new service locations. Contractor will begin the process to identify and execute renovations necessary in preparation of service delivery. The renovations must pass all building codes and inspections. The locations and services to be provided are as follows:

1. 2015 Pioneer Court, San Mateo
Contractor shall provide substance use disorder services to adult and youth clients. Such locations, services and administrative requirements are described in Exhibit A-1-6 and payments are described in Exhibit B-1-6, HealthRIGHT 360, operating as Asian American Recovery Services, Alcohol and Other Drug Services, FY 2014-15.
    a. Substance Use Disorder Treatment Services
        i. Non-Drug Medi-Cal Services
            1) Outpatient, Adult, Adolescent;
            2) Intensive Outpatient, Adult, Adolescent, Perinatal;
            3) Ancillary Services;
            4) Urinalysis Testing.
        ii. Drug Medi-Cal Services
            1) Outpatient Drug Free, Adult, Adolescents
            2) Intensive Outpatient, Adult, Adolescent, Perinatal
        iii. Criminal Justice Realignment

iv. CalWORKs

b. Mental Health Plan
Contractor shall provide outpatient mental health services to adult and youth clients under the San Mateo County Mental Health Managed Care Plan. Such locations, and services are described in Exhibit A-3-6 and payments are described in Exhibit B-3-6, HealthRIGHT 360, Mental Health Services, FY 2014-15.

2. 117 North San Mateo Drive
   a. Medication Assisted Treatment Services
      i. Medication Services
      ii. Case Management Services
      iii. Peer Recovery Coaching and Support through subcontract with Voices of Recovery San Mateo County (VORSMC).

C. Medication Assisted Treatment

Medication Assisted Treatment (MAT) is the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of substance use disorders. Research shows that when treating substance-use disorders, a combination of medication and behavioral therapies is most successful.

Contractor shall provide Health Plan of San Mateo Medi-Cal beneficiaries or uninsured residents medication assisted treatment and/or case management support using a harm reduction approach.

1. Contractor shall work with identified Medi-Cal beneficiaries or uninsured individuals who meet at least two (2) of the following conditions:
   a. Have or are at risk of a diagnosed substance use disorder;
   b. Are frequent users of the hospital emergency department (ED) and/or psychiatric emergency services (PES);
   c. Have complex mental health and physical health needs;
   d. Are largely homeless or at risk of homelessness; and/or
   e. Are involved in the criminal justice system.

2. Contractor shall establish a clinic to provide MAT at a central and accessible location in San Mateo to provide medication assisted treatments to the population above. Contractor shall maintain all required licenses and/or certifications required to operate the clinic.

3. The MAT team shall consist of:

a. A Board Certified Primary Care Physician or Psychiatrist (.6 FTE) and a Nurse Practitioner (1 FTE) to prescribe and administer medication;
b. A Certified SUD Counselors/case managers (3 FTE) with caseloads of 30-35:1 to engage clients, coordinate their care, and provide intensive case management to connect and support clients' participation in ongoing services;
c. A Medical Assistant (1 FTE) and an Administrative Assistant (1 FTE);
d. Peer Recovery Coaches (3 FTE) to assist with the transition of clients into the recovery community for peer to peer support. This component shall be provided through a subcontract with VORSMC, a community-based organization currently under contract with BHRS to provide peer support services.

4. The MAT team shall provide the following:
   a. Expanded use of the following medications:
      i. Naltrexone - oral (ReVia) and extended release (Vivitrol), topiramate (Topamax), gabapentin (Neurontin), acamprosate (Campral), disulfiram (Antabuse), for the reduction of alcohol craving.
      ii. Naloxone (Narcan) – for opiate overdose prevention
      iii. Buprenorphine-naloxone (Suboxone) and naltrexone – (oral and extended release) for opiate use treatment. (Note: Methadone will continue to be available through the licensed narcotic treatment program under ART)
      iv. Buproprion SR (Zyban or Wellbutrin), varenicline (Chantix), and nortriptyline – for smoking cessation, patches, gum, lozenges, nasal sprays, inhalers, and prescribed medications.

   b. Case Management
      Case management services are defined as a service that assist a beneficiary to access needed housing, medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed. Case management services may be provided face-to-face, by telephone, or by telemedicine with the beneficiary and may be provided anywhere in the community. Services shall include:
      i. Comprehensive assessment and periodic reassessment of individual needs to determine the need for continuation of case management services;

ii. Transition to a higher or lower level of SUD of care;
iii. Development and periodic revision of a client plan that includes service activities;
iv. Communication, coordination, referral and related activities;
v. Monitoring service delivery to ensure beneficiary access to service and the service delivery system;
vi. Monitoring the beneficiary's progress; and,
vii. Patient advocacy, linkages to physical and mental health care, transportation and retention in primary care services.
viii. The arrangement for, or the transportation of, a client to and from treatment services.
ix. Linkages to other services and supports including but not limited to housing and/or housing support services, employment services, educational resources, child care, community based recovery support services, and others as identified.

c. Peer Recovery Supports and Community Integration
Contractor shall subcontract with VORSMC to provide HPSM members, receiving MAT services, peer recovery support to prevent relapse and promote long term recovery from SUDs. Contractor shall coordinate with VORSMC and other SUD treatment providers to develop a referral process for clients transitioning into recovery and who could benefit from peer-to-peer support. Contractor will ensure the following services are provided through the collaboration:
i. Peer Recovery Coaching
1) Peer Recovery Coaches provide one-on-one mentoring sessions with individuals in early recovery. Peer coaches are non-professional and non-clinical personal guides and/or mentors with life experience who work with individuals to achieve and sustain long-term recovery through meaningful connections to community resources for recovery, which may include but are not limited to: faith-based organizations, 12 steps programs, other indigenous and/or cultural communities of support, and other social and community recovery supports.

2) Peer recovery coaches aid individuals in early recovery also help individuals navigate and connect to other resources needed to achieve sustained recovery including housing, education, employment, and other professional and non-professional services.

ii. Wellness Recovery Action Plan Groups

Wellness Recovery Action Plan (WRAP) is an evidenced based practice to identify key recovery issues and plan for self-improvement. Developed with the help of a team of people with lived experience, WRAP guides participants through the process of identifying and understanding their personal wellness resources ("wellness tools"). The process helps participants develop an individualized plan to use these resources on a daily basis. It works by decreasing and preventing intrusive or troubling feelings and behaviors; increasing personal empowerment; improving quality of life, and helping people achieve their life goals.

1) Contractor shall ensure that WRAP sessions are lead by certified facilitators and include 8-10 participants.
2) Utilizing 3 FTE Peer Recovery Coaches, increase client participation in wellness and recovery activities to improve self-management, reduce relapse, and increase social supports by linking clients community recovery supports, and linkages to services to help meet basic needs, housing, employment, etc.
3) Contractor will collect and report on data from VORSMC and work with BHRS to determine long and short term client outcomes and to evaluate the overall project.

iii. Reporting Requirements for Peer Recovery Support Services

1) Peer Coaches
   a) Number of direct service hours (one-to one coaching)
   b) Number of unduplicated participants
   c) Number and type of linkages to recovery supports
   d) Number and type of linkages for basic needs, housing, health, employment services and supports.
2) WRAP Groups
   a) Schedule of program activities

b) Number of WRAP sessions
c) Number of WRAP cycles (8 session/cycle)
d) Number of unduplicated participants
e) Number of direct staff service hours dedicated to MAT participants
f) Number of staff hours dedicated to MAT Project

5. MAT referrals will be received predominately from:
   a. San Mateo Medical Center ED, and PES, and Primary Care and Specialty Clinics,
   b. BHRS clinics and programs,
   c. Horizon Services non-medical residential detox,
   d. SUD treatment providers,
   e. Shelters,
   f. Probation,
   g. Correctional Health,
   h. Health Plan of San Mateo,
   i. Service Connect.

6. Outcomes and Evaluation
   Contractor shall work in partnership with BHRS, HPSM, and American Institutes for Research (AIR) to evaluate MAT program services. This may include but not be limited to: development of outcome measures, a tool development, and baseline data, data collection, client surveys, and focus groups required to measure short and long term outcomes. This data may be submitted through Avatar or may be tracked and submitted through an alternate system or process still to be determined.

   Anticipated clinical outcomes:
   a. Optimal management of post-acute withdrawal symptoms
   b. Improvement in physical conditions (vitals)
   c. Improvement in psychiatric conditions
   d. Increased utilization of substance use treatment modalities
   e. Reduction in craving to drink
   f. Reduction in alcohol consumption
   g. Reduction in-patient hospitalization, and costs
   h. Reduction in ED/PES, and costs
   i. Increase primary care utilization

   Anticipated client satisfaction outcomes:
   a. Increase ease of access to care since receiving program services
   b. Improvements in quality of life indicators

c. Percent who report Peer Recovery Coach has helped them maintain recovery
d. Increased engagement in positive recovery activities such as WRAP planning and 12 step meetings

7. Reporting
   a. Avatar/CalOMS reporting as required for services;
   b. Schedule of program activities;
   c. Number of unduplicated clients served with HPSM funding;
   d. Direct service hours for staff by service type;
   e. Number of clients connected to other SMC AOD treatment programs;
   f. Number of clients linked to other ancillary services (by month);
   g. Others reporting to be determined in partnership with HPSM, BHRS Evaluator, and Horizon Services;
   h. Report on clinical and client outcomes related to the evaluation as described above; and
   i. Contractor shall submit a quarterly narrative report describing the implementation progress, including successes and challenges.

8. Transfer Agreement
   a. HR360 and the San Mateo Medical Center (SMMC) are required by the California Department of Public Health to enter into a Transfer Agreement, in order to apply for licensing of the MAT clinic located at 117 North San Mateo Drive. This agreement will allow for the transfer of patients from and to the SMMC and the HR 360 clinic. This Agreement is described and included as Attachment A.

   b. In the event that the MAT program is terminated, funding is eliminated, or the clinic closes, BHRS will notify SMMC and the Transfer Agreement between SMMC and HR 360 will be terminated.

II. ADMINISTRATIVE REQUIREMENTS

A. Record Retention

Paragraph 13 of the Agreement, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18^{th}) 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).

B. Administering Satisfaction Surveys

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

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the 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, such as ongoing organizational assessments on disparities and needs, clients rights to receive language assistance.

    b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).

    c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and to help in planning and implementing of CLAS standards.

d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)

e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receive at least (8) hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equilty by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

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

D. Licensing Reports

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

E. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). For residential treatment providers, be sure to include: Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A-5-6) which is located online at: http://smchealth.org/SOCMHContractors, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at http://www.aodsystems.com/SMC/Index.htm, 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).

F. Certification

Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.

G. 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: http://www.exclusions.oig.hhs.gov/.

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

H. Advance Directives

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

I. 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.

J. Physician Incentive Plans

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

K. 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.

L. 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.

M. Beneficiary Brochure and Provider Lists

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

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

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. 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.

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.

R. Surety Bond

Retain and show proof of a bond issued by a surety company in accordance with Community Care Licensing's regulations for a licensee who may be entrusted with care and/or control of client's cash resources.

III. GOALS AND OBJECTIVES

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 55% to 56%. Successful treatment discharge occurs when a program participant completes his/her treatment/recovery plan or is transferred for continued treatment.

*** END OF EXHIBIT A-5-6 ***

EXHIBIT B-5-6 – PAYMENTS AND RATES
HEALTHRIGHT 360
FY 2014 – 2015

In consideration of the services provided by Contractor in Exhibit A-5-6, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay collectively for all services rendered under this agreement shall not exceed FIVE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($5,265,874).

B. New Locations and Services

The maximum amount that County shall be obligated to pay for start-up costs and HPSM SUD services rendered under this agreement shall not exceed SIX HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-FOUR DOLLARS ($647,774).

1. 2015 Pioneer Court, San Mateo

a. Contractor shall be reimbursed up to ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000) for facility start-up costs. Contractor shall submit monthly invoices for reimbursement of start-up costs in arrears. Invoices shall include an itemized list of expenses, and are subject to approval by the BHRS Manager.

b. Contractor shall be reimbursed ONE HUNDRED THOUSAND DOLLARS ($100,000) for HPSM SUD services as described in Section I of Exhibit A-5-6. Rates are referenced in Schedule A6 – Fee for Service with Allocation Rate Table.

2. 117 North San Mateo Drive, San Mateo

a. Contractor shall be reimbursed up to ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000) for facility start-up costs. Contractor shall submit monthly invoices for reimbursement of start-up costs in arrears. Invoices shall include an itemized list of expenses, and are subject to approval by the BHRS Manager.

b. Contractor shall be reimbursed TWO HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-FOUR DOLLARS ($247,774) for MAT services as described in Section I.C. of Exhibit A-5-6. Rates are referenced in Schedule A6 – Fee for Service with Allocation Rate Table.

Of that amount, Contractor shall reimburse Subcontractor FORTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($44,500) for Peer Recovery Support Services as described in Paragraph I.C.4.c. of Exhibit A-5-6.

C. Contractor's annual FY 2014-15 budget is attached and incorporated into this Agreement as Exhibit C.

D. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

E. Modifications to the allocations in Paragraph A of this Exhibit B-5-6 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.

F. Not Used.

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

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

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

J. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

K. Monthly Invoice and Payment

1. Contractor shall bill County on or before the tenth (10^{th}) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

    a. Direct Services/Claims
    Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

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

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

County of San Mateo
Behavioral Health and Recovery Services
BHRS – AOD Program Analyst
310 Harbor Blvd., Bldg. E
Belmont, CA 94002

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

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

N. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, or Alcohol and Other Drug Services administrator to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

O. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 10 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

P. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of the fiscal year. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph V of this Exhibit B-5-6.

Q. Election of Third Party Billing Process

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

1. Option One

a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B-5-6. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

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

2. Option Two

a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B-5-6. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.

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

R. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

S. Claims Certification and Program Integrity

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

2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____20___

Signed _____ Title _____

Agency _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:

   a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.

   b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.

   c. The services included in the claim were actually provided to the beneficiary.

   d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.

   e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

   f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.

   g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph II.A. of Exhibit A-5-6 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B-5-6 ***

SCHEDULE A6
HEALTHRIGHT360
FEE FOR SERVICE WITH ALLOCATION RATE TABLE

I. FEE FOR SERVICE WITH ALLOCATION

May 1, 2015 – June 30, 2015

Funding Source & Service	Allocated to Provider	Unit Rate	
County Outpatient Adult and Youth Services	$ 50,000	Cost reimbursement based on staff and actual costs	
Measure A- Outpatient Youth Services	$50,000	Cost reimbursement based on staff and actual costs	
MAT Clinic Services	$247,774	Cost reimbursement based on staff and actual costs	
TOTAL	$347,774		

ATTACHMENT A

TRANSFER AGREEMENT BETWEEN

San Mateo Medical Center
Name of Hospital

222 W. 39th Avenue
Street Address

San Mateo, CA 94403
City, State, and ZIP Code

AND

HealthRIGHT360
Name of Facility

117 N. San Mateo Drive
Street Address

San Mateo, CA 94401
City, State, and ZIP Code

To facilitate continuity of care and the timely transfer of patients and records between the hospital and the facility, the parties named above agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with federal and state laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnoses, a brief summary of the course of treatment followed in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information, as appropriate.

3. The hospital shall make available it's diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to federal and state laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such needs to the local welfare department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable federal and state laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor, or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The governing body of each facility shall have exclusive control of policies, management, assets, and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

10. This agreement shall be in effect from the date both parties sign. It may be terminated by either facility upon 30 days written notice, with copies sent to the district office of the Licensing and Certification Division, having jurisdiction for your facility.

11. This agreement shall be maintained in the facilities' files.

6-9-15
Date

6/10/15
Date

Administrator

Administrator

HealthRIGHT360
Facility

San Mateo Medical Center
Hospital

1730363151
Facility Provider Number

220000015
Hospital Provider Number