AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND HEALTHRIGHT 360

This Agreement is entered into this _____ day of _____ , 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and healthRIGHT 360, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of professional services.

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C—Contractor's Budget
Attachment A—Transfer Agreement
Attachment C—Election of Third Party Billing Process
Attachment D—Payor Financial Form
Attachment E—Fingerprinting Certification

2. Services to be performed by Contractor

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

3. Payments

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

FOUR THOUSAND THIRTY-THREE DOLLARS ($5,524,033). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2016.

5. Termination; Availability of Funds

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

b. <u>Intellectual Property Indemnification</u>

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in

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

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

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

9. Assignability and Subcontracting

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

10. Payment of Permits/Licenses

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

11. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.

☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.

☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity

has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will

apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

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

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

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

16. Merger Clause; Amendments

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

17. Controlling Law; Venue

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

18. Notices

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

In the case of County, to:

Name/Title: Stephen Kaplan/BHRS Director
Address: 225 37th Avenue, San Mateo, CA 94403
Telephone: (650) 573-2544
Facsimile: (650) 573-2841
Email: skaplan@smcgov.org

In the case of Contractor, to:

Name/Title: Vitka Eisen/Chief Executive Officer
Address: 1735 Mission Street, San Francisco, CA 94103
Telephone: (415) 762-3700
Facsimile: (415) 865-0119
Email: veisen@healthRIGHT360.org

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

healthRIGHT 360



_____
Contractor's Signature

Date: 11-25-15

EXHIBIT A.1 – SERVICES
HEALTHRIGHT 360
ALCOHOL AND OTHER DRUG SERVICES
FY 2015 – 2016

Behavioral Health and Recovery Services (BHRS) provides a continuum of comprehensive services to meet the complex needs of our clients and is designed to promote healthy behavior and lifestyles (a primary driver of positive health outcomes). A full range of high quality services is necessary to meet the varied needs of the diverse population residing in San Mateo County. As financing, program structure and redesign changes occur, the services within this agreement may fluctuate or be further clarified.

In consideration of the payments set forth in Exhibit B.1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

In providing its services and operations, Contractor shall 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, compliance with referral and authorization procedures, and documentation requirements as outlined in the AOD Provider Handbook located at: http://smchealth.org/bhrs/aod/handbook.

A. 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.

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 community of San Mateo County. Contractor is responsible for convening the Community-based Partnership.

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 signed a directive 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.

c. Contractor will allocate a minimum of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500) for evaluation services.

d. Contractor will allocate a minimum of ONE THOUSAND DOLLARS ($1,000) for training, and will include:
   i. Sending two (2) to four (4) staff members and partners, to attend one (1) to two (2) California Department of Health Care Services (DHCS) sponsored alcohol and other drug prevention trainings each fiscal year.

e. Contractor's Work Plan and Budget must be approved by the BHRS AOD Administrator or designee no later than January 31st of each calendar year. 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.
   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 must address the multiple environmental conditions and circumstances under which problem alcohol and other drug usage occur. Such complex set of factors may include the following:

1) the environment,
2) the rules and regulations of the social institutions to which individuals belong,
3) the norms of the communities in which they live,
4) the mass media messages to which they are exposed, and
5) the accessibility and availability of alcohol and other drugs.

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

Contractor shall attend BHRS AOD sponsored and recommended trainings, technical assistance opportunities, County-wide networking meetings and events, and shall encourage community partners to participate as well.

4. Reporting

a. CalOMS Prevention Data Collection and Reporting

i. Contractor shall enter data into the DHCS web-based Outcomes Measurement System for Prevention (CalOMS Pv) on a regular basis (as services occur) and no later than ten (10) business days following the service month. Data shall include the Community-Based Partnership's implementation activities and be in accordance with the requirements of the AOD Provider Handbook.

ii. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The service cost for the CalOMS Pv Duration of Services Report will not exceed THREE HUNDRED DOLLARS ($300) per hour. The link to the Web-based CalOMS Prevention data system is: https://kitservices1.kithost.net/calomspv/pSystem.aspx.

iii. Contractor shall communicate with BHRS AOD staff CalOMS Pv data review and comply with BHRS AOD staff requests for data corrections and/or changes.

iv. BHRS AOD Analyst will review CalOMS Pv data entry to ensure activities are reflective of the Partnership's Work Plan goals and objectives. Failure to adequately complete and/or document approved Work Plan activities in CalOMS Pv may result in a corrective action plan and/or withholding of payment.

b. Implementation Progress Reporting

i. Contractor shall maintain additional documentation of all Work Plan activities, including but not limited to:

1) meeting agenda and notes,
2) sign-in sheets,
3) flyers,
4) brochures,
5) proclamations and ordinances adopted, etc.

ii. Contractor shall document Work Plan progress, including successes, challenges, participation by the Community-Based Partnership, and timeliness.

iii. Contractor, in collaboration with the Community-Based Partnership, shall update the Work Plan as needed. All updates shall be approved by the BHRS AOD Administrator or designee. Failure to maintain an approved Work Plan will result in a delay or withholding of payment.

iv. Financial and Units of Service Reporting
Contractor will submit the Year-end Cost Report, Agency Audit, and Year-end SPF Progress Report to the assigned BHRS AOD Analyst in accordance with the requirements of the AOD Provider Handbook.

B. Substance Use Disorder Treatment Services

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

1. Non-Drug Medi-Cal Treatment SUD Service Description

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, at a minimum of thirty (30) minutes bi-weekly per client, or one (1) hour per month.

Adolescent Services
Outpatient treatment services for adolescents shall comply with the Youth Treatment Guidelines set forth by the DHCS located at:
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

b. Intensive Outpatient Treatment
An outpatient AOD 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.

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

i. Ancillary therapy, including individual, group, and/or conjoint family counseling/therapy.

ii. The ancillary therapy services shall 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. Contractor shall provide monthly updates regarding the participants' participation to the Case Manager and/or Treatment Team with appropriate signed consents.

d. Adult Residential Treatment
A minimum of twenty (20) hours per week of counseling and/or structured therapeutic activities shall be provided for each resident. 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.

Residential Treatment Services for Perinatal Clients
Residential Treatment services for perinatal clients shall comply with the DHCS PSN guidelines located at:
http://www.dhcs.ca.gov/individuals/Documents/PSNG2014Final21214.pdf

e. Sober Living Environments
Sober Living Environments (SLEs), are also known as Transitional Living Centers or Alcohol/Drug Free Housing. SLE programs may not provide treatment, recovery, or detoxification services. SLE residents must be enrolled in DHCS certified Outpatient Treatment or Intensive Outpatient Treatment. Treatment coordination is required. Contractor shall provide monthly updates regarding the clients'

participation to the Case Manager and/or Treatment Team as requested with the appropriate consents.

f. Urinalysis Testing
Urinalysis (UA) Testing is used as a therapeutic intervention and 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 shall provide monthly updates regarding the clients' participation to the Case Manager and/or Realignment, Unified Reentry or Drug Court Team, as requested and with appropriate client consent.

2. Drug MediCal Treatment SUD Service Description

Contractor shall maintain continuous availability and access to covered services and facilities. Staffing structure shall ensure personnel are available to provide the covered services. Contractor shall establish partnerships for the provision of referral to treatment services when capacity is not available.

Drug MediCal (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. Covered services, provided through DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

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), Title 22, Sections 51341.1, 51490.1, 51516.1 and the standards applicable to substance abuse treatment reimbursable through DMC. In the event of a conflict between the definition of services or requirements contained in this Section of the Contract, and the provisions in Title 22 shall prevail if they are more stringent.

Effective January 1, 2015, group size requirements under the DMC program have changed. All group counseling services 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.

a. Outpatient Drug Free Treatment
Outpatient service shall be directed at stabilizing and rehabilitating beneficiaries with a SUD 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.

i. Individual counseling is limited to intake, crisis intervention, collateral services and discharge planning, for a minimum of fifty (50) minutes in duration.

b. Intensive Outpatient Treatment
Outpatient counseling and rehabilitation services shall be provided at least three (3) hours per day, three (3) days per week to beneficiaries with a SUD diagnoses.

c. Perinatal Residential Treatment
Residential treatment services are provided to pregnant and postpartum women with a SUD diagnosis in facilities with sixteen (16) beds or less, not including beds occupied by children. Services are twenty-four (24) hours a day, seven (7) days a week and are provided in a non-institutional, non-medical, residential program which provides rehabilitation services. Residents shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems through a range of programs and activities.

d. Local zoning restrictions may apply. The contractor shall obtain authorization for residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p). Contractor shall comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.

3. Other Program Specifications

a. Criminal Justice Program
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

Criminal Justice Realignment (CJR) clients based on assessed treatment need.

i. Realignment
Contractor shall provide authorized services to individuals meeting the CJR eligibility criteria as determined by AB 109 and AB 117, and referred by the CJR program.

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

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

4. Treatment Planning and Documentation

Documentation of client services and treatment progress shall be maintained in the client record. Providers shall adhere to documentation requirements for services provided as described in the AOD Provider Handbook. Records shall be maintained in accordance with requirements listed in Ex. A.III.F.5. of this agreement.

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 clinic 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 clinic 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. All medication costs are billed through the standard primary care clinic billing procedures and are not included as a part of this contract. For medically indigent clients, Contractor shall follow BHRS prior authorization process.

   c. Case Management
      Case management services are provided to individuals receiving MAT program services. Case Management is

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.

d. 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 led 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, PES, and Primary Care and Specialty Clinics,
b. BHRS clinics and programs, in particular BHRS case management staff designed to work in the HPSM funded MAT program,
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. PRIORITY POPULATIONS

A. Through the Substance Abuse Prevention and Treatment (SAPT) Block Grant, BHRS is required to serve priority population clients. Contractor shall establish partnerships for the provision of referral to interim or treatment services when capacity is not available, as described in the AOD Provider Handbook. Contractor shall give priority admission to the following populations:

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 SUD, 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 San Mateo County BHRS;

C. Referrals from other San Mateo County BHRS providers and shelter referrals within San Mateo County.

D. Medically necessary care for Medi-Cal beneficiaries.

III. ADMINISTRATIVE REQUIREMENTS

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook, including additions and revisions, which is incorporated by reference herein.

A. SUD Services under the Affordable Care Act

1. To maximize revenues and increase access to SUD treatment services, Contractor shall make every reasonable effort including the establishment of systems for eligibility determination, billing and collection, to secure payment in accordance with BHRS AOD Policy 14-04, including:

a. Screen all potential clients for health coverage;

b. DMC certified providers shall 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 costs for services provided 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. Contractor will obtain prior authorization from the BHRS Call Center, for clients with private health insurance.

2. Uninsured Residents seeking SUD Services

a. Contractor may provide and bill County for Negotiated Rate Contract (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 meets eligibility criteria for coverage.

b. Once health coverage is obtained by the client, Contractor shall:
   i. Medi-Cal Beneficiaries: provide and bill DMC for client services provided to Medi-Cal beneficiaries or transition client to DMC certified provider within thirty (30) days of coverage; or
   ii. Other Health Care Beneficiaries: provide and bill Other Health Care (OHC) provider for service, or transition client to OHC provider within thirty (30) days of coverage.

3. Medicare beneficiaries seeking SUD Service

Contractor may bill NRC or County to provide medically necessary SUD services for Medicare beneficiaries using an approved sliding fee scale. Contractor shall submit a good faith bill for any services using the process described below if beneficiary also has OHC.

4. 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 OHC in addition to Medi-Cal, Contractor must follow the process established under DHCS ADP Bulletin 11-01 http://www.dhcs.ca.gov/services/MH/MHSUD/Documents/ADP_Bulletins/ADP_11-01.pdf 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 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 SUD service to a beneficiary which is not covered under the Centers for Medicare and Medicaid Services (CMS) California State Plan for Drug Medi-Cal services.

5. 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 beneficiaries until DMC certification is obtained.

a. DMC Certification Application: Contractor has submitted the DMC certification application to DHCS prior to July 1, 2015, and is awaiting notification from DHCS of certification. Once Contractor obtains DMC certification, all Medi-Cal beneficiary services shall be billed to the DMC program for reimbursement.

b. Once DMC certified and eligible, program and client requirements are:
   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 a unique client need which cannot be met by a DMC provider, such as language, or accessibility.

c. Contractor ineligibility for DMC certification shall only be considered 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.

B. OHC Beneficiaries Seeking SUD Services

Services that are covered through an OHC will not be reimbursed through the County. Contractor shall bill the OHC for which the client is a beneficiary. If the Contractor is not a member of the provider network for an OHC, Contractor shall then refer client to the OHC network. More about information regarding OHC covered and non-covered services can be found in the AOD Provider Handbook.

1. Contractor may provide the services and bill County or NRC sources, for individuals with OHC if the following conditions have been met:

    a. Obtain authorization for services in advance from the 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 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 (6) geographic Community Service Areas.

    b. Contractor will participate in activities to improve the partnership and service delivery within the CSA location. Contractor shall report on participation in CSA activities and accomplishments through the quarterly narrative.

2. Standards of Care

    In providing its services and operations, Contractor shall maintain full compliance with SOC requirements (as referenced in the Provider Handbook), and continue to evaluate compliance and the quality of each standard.

3. Complex Clients and Co-occurring Disorders

    a. Contractor shall participate in co-occurring disorders (COD) Change Agent activities to incorporate 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 AOD Provider Handbook.

D. Qualified Service Organization

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

1. Centralized screening, assessment, and treatment referrals;

2. Billing supports and services;

3. Data gathering and submission in compliance with Federal, State, and local requirements;

4. Policies and procedures related to the service provision, documentation, and billing;

5. Quality Management and utilization review, including problem resolution;

6. Education, training and technical assistance as needed.

E. AVATAR Electronic Health Record

1. Contractor shall enter client data into Avatar for services provided that includes: date of service, service type, service units and service duration.

2. Contractor shall 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. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

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 establish and/or maintain 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.

2. 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.

3. Referring Individuals to Psychiatrist

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

4. Medication Support Services

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

a. Medications are logged in, verified, counted and added to inventory sheets.

b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.

d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

f. Medications are disposed of after the expiration date and recorded.

g. Injectable multi-dose vials are dated and initialed when opened.

h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.

i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

5. Record Retention

Paragraph 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

6. Documentation of Services

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

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

Substance Use Disorder provider services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at http://www.smchealth.org/bhrs/aod/handbook.

7. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon

request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

8. Client Rights and Satisfaction Surveys

   a. Clients 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.

   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. 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.

   d. Advance Directives

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

9. Beneficiary Brochure and Provider Lists

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

10. Certification and Licensing

    A program providing SUD treatment 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.

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

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

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty–four (24) hours.

b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;

2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

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

12. Site Certification

a. Contractor will comply with all site certification requirements

b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:

1) Major leadership or staffing changes.
2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
5) Change of ownership or location.
6) Complaints regarding the provider.

13. Critical Incident Reporting

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

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

14. Ineligible Employees

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight 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 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. 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 of San Mateo 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://exclusions.oig.hhs.gov/.

b. California Department of Health Care Services

Contractor 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/pubsdoco/SandILanding.asp. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

15. Compliance Plan and Code of Conduct

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

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

16. 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.

17. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at https://www.breeze.ca.gov/datamart/loginCADCA.do Contractor will

obtain a waiver when needed from BHRS Quality Management. 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 located at http://www.smchealth.org/AvatarAccess and submitted to BHRS. Contractor is requirement to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit plan to correct to address the matter.

18. Staff Termination

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

19. Minimum Staffing Requirements

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

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 30 of the fiscal year.

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

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

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

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

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

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

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

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in

those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

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

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

H. Surety Bond

Contractor shall 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.

I. 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.

J. 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.

IV. GOALS AND OBJECTIVES

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

Substance Use Disorder Treatment Services

GOAL: Program participants will achieve a successful treatment discharge.

OBJECTIVE: No less than 56% of participants will have a successful treatment discharge. 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 ***

EXHIBIT B.1 – PAYMENTS AND RATES
HEALTHRIGHT 360
ALCOHOL AND OTHER DRUG SERVICES
FY 2015 – 2016

In consideration of the services provided by Contractor in Exhibit A.1, 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. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook located at: http://www.smhealth.org/bhrs/aod/reqs.

In any event, the combined maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed FIVE MILLION FIVE HUNDRED TWENTY-FOUR THOUSAND THIRTY-THREE DOLLARS ($5,524,033).

B. Community-Based Partnership

Contractor shall be paid a maximum of ONE HUNDRED FIFTY-NINE THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS ($159,135) for Community-Based Partnership services described in Exhibit A.1 Section IA, of this Agreement. Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or THIRTEEN THOUSAND TWO HUNDRED SIXTY-ONE DOLLARS ($13,261).

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. Substance Use Disorder Treatment Services

Contractor shall be paid a maximum of FOUR MILLION SEVEN HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS ($4,703,427) for substance use disorder treatment services as described in Exhibit A.1, Section I.B. of this agreement.

1. Fixed Rate Payments

The maximum amount County shall be obligated to pay for Fixed Rate Payments shall not exceed TWO MILLION SEVEN HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS ($2,715,752).

a. For the term July 1, 2015 through March 31, 2016, Contractor shall be paid one-twelfth (1/12th) or TWO HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED FORTY-ONE DOLLARS ($229,141) per month. Rates are referenced in Schedule A – fixed Rate Table.

b. For the term April 1, 2016 through June 30, 2016, Contractor shall be paid one-twelfth (1/12th) or TWO HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS ($217,828) per month. Rates are referenced in Schedule A – Fee for Service/Fixed Rate Table

c. Contractor shall be reimbursed for the actual costs expended by Contractor for each type of service delivered, up to the Net Contract Amount for that type of service, unless otherwise limited by other provisions in this Exhibit B.1. There will be no reimbursement for any costs that are

disallowed or denied by the County audit process or through the California DHCS audit process.

d. If the County makes advance payments to Contractor for services, Contractor shall submit an invoice of actual expenses incurred for those services at the end of each quarter. If Contractor has expended at least ninety percent (90%) or more of the quarterly cost budgeted in this Exhibit B.1, County will make full payment on the next monthly claim submitted by Contractor. If Contractor has not expended at least ninety percent (90%) of the quarterly budgeted cost, County will reduce the Contractor's next claim by the actual expenditures short of the ninety percent (90%) proration of the budget specified in Schedule A – Fee for Service with Monthly Fixed Rate Payments. If in subsequent quarters of the fiscal year, Contractor expends total year-to-date costs in excess of ninety percent (90%) of year-to-date budget, County will restore previously subtracted amounts on the next monthly claim.

2. Fee for Service with Allocation

The maximum payment for fee for service with allocation services shall not exceed an amount of FIVE HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED SIXTY-NINE DOLLARS ($566,369). Rates are referenced in Schedule B – Fee for Service with Allocation Rate Table.

a. Upon approval, service specific reimbursement rates for DMC FY 2015-16 shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

b. Rates, services and residency are subject to change upon approval of the counties implementation plan under the California Drug Medi-Cal Organized Delivery System (DMC-ODS) 1115 demonstration waiver.

3. Fee for Service with Aggregate

The maximum payment for alcohol and drug treatment services shall not exceed an aggregate amount of ONE MILLION FOUR HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED SIX DOLLARS ($1,421,306). Rates are referenced in Schedule C – Fee for Service Aggregate Rate Table.

4. County Bridge Funding

Effective July 1, 2015, FFS residential beds will be utilized in lieu of FFP. The DMC-ODS implementation plan is in the development phase, and DMC certification is pending approval. County and Contractor agree that in the event services delivered do not meet one hundred percent (100%) of the contracted utilization level, the Bridge funding match may be reduced by the amount of that difference.

5. Cost Reimbursement with Maximum Allocation

HPSM funded Contractors shall receive a fixed monthly payment to be reconciled to costs in the initial phases of the program up to a maximum allocation. Once service data and rates are established, the HPSM Agreement shall be amended and Contractor shall be paid on a fee for services basis with a maximum allocation.

D. Non-Reimbursable Services

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

1. 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.

E. In any event, the maximum amount County shall be obligated to pay for alcohol and other drug services rendered under Exhibit A.1, of this Agreement shall not exceed FOUR MILLION SEVEN HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS ($4,703,427).

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

G. Modifications to the allocations in Paragraph A of this Exhibit B.1 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. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than $25,000 (in aggregate), and/or modify the

contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

I. 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.

J. In the event this Agreement is terminated prior to June 30, 2016, 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. 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. 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).

M. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.

N. Monthly Invoice and Payment

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. 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

O. 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.

P. 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.

Q. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

R. 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.

S. 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.1.

T. 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.1. 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.1. 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.

U. 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.

V. 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.1 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.1 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 III. F.5. of Exhibit A.1 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.1 ***

SCHEDULE A
HEALTH RIGHT 360
FIXED RATE TABLE
FY 2015 - 2016

Services	Funding Amount	Monthly Funding Amount	Rate	Units of Service	Clients to be served	Slots
NRC Perinatal Residential	$262,800	$21,900	$135.00	1,947	21	5
NRC Residential	$252,376	$21,031	$130.00	1,941	21	5
NRC Outpatient Adult	$101,590	$8,466				
OP Group Session			$40.06	1,775	59	
OP Individual Session			$166.92	182	6	
County Residential	$418,617	$34,885	$130.00	3,220	35	9
MHSA Residential	$52,068	$4,339	$130.00	401	4	1
CalWORKs	$42,278	$3,523				
Residential			$130.00			
Individual & Family Therapy			$2.61			
County Bridge Funding *	$50,909	$11,313	$130.00	783	9	2
County Bridge Match *	$50,909					
County Outpatient Services	$260,011	$21,668				
OP Group Session			$40.06	2,598	86	
OP Individual Session			$166.92	267	8	
IOP Visit Day			$139.13	800	13	
County Outpatient Adult Services **	$249,500	$20,792	$91.73	Per SAH		
MAT Clinic***	$974,694	$81,225				
TOTAL	$2,715,752	$229,141	July 1, 2015 - March 31, 2016			
		$217,828	April 1, 2016 - June 30, 2016			

* Bridge Funding ends 3/31/2016.
**Pioneer Court- County Outpatient Adult Services- 7/1/15-12/31/15 paid on a SAH of $91.73, 1/1/16 - 6/30/16 Rate IS TBD
***VOR funds included in MAT Clinic budget

SCHEDULE B
HEALTH RIGHT 360
FEE FOR SERVICE WITH ALLOCATION
FY 2015 - 2016

Funding Source & Service	Allocated to Provider	Unit Rate
County Outpatient Adolescent	$ 100,000	Cost reimbursement based on actual services
Measure A OP Adolescent	$ 240,549	Cost reimbursement based on actual services
Drug Medi-Cal	$ 70,000	
ODF - Individual Counseling		$166.92 face-to-face visit (per person)
ODF - Group Counseling		$40.06 face-to-face visit (per person)
IOP-Visit Day		$139.13 face-to-face visit (per person)
CalWORKs	$ 20,000	
OP Group		$40.06 per session
OP Individual		$166.92 per session
Intensive Outpatient		$139.13 per visit day
Pathways	$ 135,820	
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 day
SLE	$ 18,000	$25.00 per bed day
TOTAL	$ 566,369	

The proposed rates and subsequent claim payments are contingent upon legislative action and approval of the State of California FY 2015-2016 Budget Act.

SCHEDULE C
HEALTH RIGHT 360
FEE FOR SERVICE AGGREGATE RATE TABLE
FY 2015 - 2016

Funding Source & Services	Aggregate Maximum for all Providers	Unit Rate
Realignment & 11550 Drug Court	$322,668	
Outpatient Individual/Group		$50.00 per staff hour
Intensive Outpatient		$120.00 per visit day
Residential		$100.00 per day
Residential - Perinatal with Child		$100.00 per day
Aftercare Treatment		$40.00 per staff hour
Drug Testing/Urine Analysis		$30.00 per screening
Individual & Family Therapy		$2.61 per minute
Sober Living Environment		$25.00 per day
Unified Reentry	$625,361	
Outpatient Individual/Group		$50.00 per staff hour
Intensive Outpatient		$120.00 per visit day
Residential		$100.00 per day
Residential - Perinatal with Child		$100.00 per day
Aftercare Treatment		$40.00 per staff hour
Drug Testing/Urine Analysis		$30.00 per screening
Individual & Family Therapy		$2.61 per minute
Sober Living Environment		$25.00 per day
Criminal Justice Realignment	$278,877	
Outpatient Individual/Group		$50.00 per staff hour
Intensive Outpatient		$120.00 per visit day
Residential		$100.00 per day
Residential - Perinatal with Child		$100.00 per day
Aftercare Treatment		$40.00 per staff hour
Drug Testing/Urine Analysis		$30.00 per screening
Individual & Family Therapy		$2.61 per minute
Sober Living Environment		$25.00 per day
Health Plan of San Mateo	$194,400	
Medication Assisted Treatment - Vivitrol*		$1,370 per dose **
TOTAL	$1,421,306	

* Usage of funds requires prior approval

** Medication cost subject to change

EXHIBIT A.2 – SERVICES
HEALTHRIGHT 360
MENTAL HEALTH SERVICES
FY 2015 – 2016

In consideration of the payments set forth in Exhibit B.2, 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 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)

HR360 (WRA)

1115 Mission
South San Francisco, CA 94080

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

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14)

days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

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

3. Medication Support Services

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

   a. Medications are logged in, verified, counted and added to inventory sheets.

   b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

   c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.

   d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

   e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

   f. Medications are disposed of after the expiration date and recorded.

   g. Injectable multi-dose vials are dated and initialed when opened.

h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.

i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

4. Record Retention

Paragraph 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

5. Documentation of Services

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

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

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

Managed Care providers shall document services in accordance with the BHRS Managed Care Provider Manual: located online at http://www.smchealth.org/sites/default/files/docs/BHRS/Providers/ManagedCareProviderManual.pdf. Managed Care Providers will utilize documentation forms located at http://www.smchealth.org/bhrs/contracts.

6. Audits

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

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

8. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings

listed at this website http://www.smchealth.org/bhrs/providers/mandpost.

9. Licensing Reports

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

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

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty–four (24) hours.

b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;

2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients

otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

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

11. Site Certification

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

b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:

1) Major leadership or staffing changes.
2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
5) Change of ownership or location.
6) Complaints regarding the provider.

12. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the

community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

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

13. Ineligible Employees

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight 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 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. 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 of San Mateo 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://exclusions.oig.hhs.gov/.

b. California Department of Health Care Services

Contractor 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/pubsdoco/SandILanding.asp. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

14. Compliance Plan and Code of Conduct

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

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

15. 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.

16. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at https://www.breeze.ca.gov/datamart/loginCADCA.do Contractor will obtain a waiver when needed from BHRS Quality Management. 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 located at http://www.smchealth.org/AvatarAccess and submitted to BHRS. Contractor is requirement to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit plan to correct to address the matter.

17. Staff Termination

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

18. 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.

B. 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 30th of the fiscal year.

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

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

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

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

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

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

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the

Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.

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

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

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

C. 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.

D. Availability and Accessibility of Service

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

III. GOALS AND OBJECTIVES

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

A. 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.2 ***

EXHIBIT B.2 – PAYMENTS AND RATES
HEALTHRIGHT 360
MENTAL HEALTH SERVICES
FY 2015 – 2016

In consideration of the services provided by Contractor in Exhibit A.2, 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. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook located at: http://www.smhealth.org/bhrs/aod/reqs.

In any event, the combined maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed FIVE MILLION FIVE HUNDRED TWENTY-FOUR THOUSAND THIRTY-THREE DOLLARS ($5,524,033).

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 TWO DOLLARS AND THREE CENTS ($2.03) 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 TWO DOLLARS AND THREE CENTS ($2.03) 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 NINE CENTS ($1.09) 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 NINETY-FOUR THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS ($194,826) for services rendered as described in Section I.A. of Exhibit A.2 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
99442	Clinical Consultation (Telephone), 15 minutes	$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	Medication 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	Medication 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.2 of this Agreement.

D. In any event, the maximum amount County shall be obligated to pay for mental health services rendered under this Agreement shall not exceed FOUR HUNDRED NINETY-FOUR THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS ($494,826).

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

F. Modifications to the allocations in Paragraph A of this Exhibit B.2 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.

G. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than $25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

H. 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. In the event this Agreement is terminated prior to June 30, 2016, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.

J. 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.

K. 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).

L. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.

M. Monthly Invoice and Payment

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

    a. Direct Services/Claims

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

    b. Indirect Services/Claims

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

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

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

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

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

P. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

Q. Inadequate Performance

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

of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

R. Cost Report – for contracts that include third party billing and for those contracts where a cost report is required

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 R of this Exhibit B.2.

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 R of this Exhibit B.2. 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. 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 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.

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. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A.2 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.2 of this Agreement at the time the services were provided to the beneficiary.

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

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

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

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

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

4. Except as provided in Paragraph II.A.4. of Exhibit A.2 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.2 ***

EXHIBIT A.3 – SERVICES
HEALTHRIGHT 360
NORTH COUNTY OUTREACH COLLABORATIVE
FY 2015 – 2016

In consideration of the payments set forth in Exhibit B.3, 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), Daly City Youth Health Center, Pyramid Alternatives, Daly City – Peninsula Partnership ("DCPP"), and the Pacifica Collaborative. The 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 behavioral health services in north San Mateo County;

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

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

e. Facilitate the Parent Project.

2. NCOC Partner representatives:

a. HR 360 – Program Manager/Project Coordinator

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 behavioral 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 behavioral 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 will:

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/Office of Diversity and Equity;
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 will:

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 the NCOC.

c. Provide behavioral health services to individuals and families referred by members of the 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 Filipino counselor;

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

c. Provide behavioral health services to individuals between the ages of 13-21 referred by members of the 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. Attend at least one (1) community outreach event per month.

b. Participate in at least one (1) Community Outreach Team meeting.

c. Participate in quarterly Steering Committee and other collaborative activities.

d. Coordinate the following specific activities:
   i. Track group and individual outreach efforts of the Pacifica Collaborative and all participating partners

including at least ten (10) individual referrals per month, and at least four (4) group efforts annually;

ii. Track group outreach events and any referrals of clients of the Pacifica Resource Center, at least one (1) Family Harvest event per month and one (1) mobile produce event per month;

iii. Track referral for insurance enrollment, at least five (5) per month;

iv. Facilitate and participate in provider collaboration and networking opportunities through the Pacifica Collaborative monthly meetings, Daly City Partnership monthly meetings, and San Mateo County Health Initiatives – Spirituality Initiative monthly meetings, for a total of twenty-four (24) meetings annually;

v. Refer at least five (5) families in need of insurance benefits to County or NCOC enrollment sites, as appropriate.

vi. Relay program activities and evaluations the program coordinator.

vii. Coordinate outreach and maintain relationships with the faith-based communities, LGBTQII and small business communities, totaling ten (10) partners.

e. Promote mental health awareness and resources by sharing information from all partnering agencies at least one (1) event per month.

f. Provide training and support to partners in outreach techniques to reach new sectors of the community, increasing the number of Pacifica Collaborative partners by ten (10) in their own sectors.

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 behavioral 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.

E. 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).

F. Reporting

Contractor shall upload complete outreach forms monthly into the online BHRS database.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

2. Referring Individuals to Psychiatrist

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

3. Record Retention

Paragraph 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

4. Audits

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

5. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

6. Beneficiary Brochure and Provider Lists

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

7. Licensing Reports

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

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

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty–four (24) hours.

b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;

2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

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

9. Critical Incident Reporting

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

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

10. Ineligible Employees

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients

of BHRS or involved in Medi-Cal billing or oversight 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 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. 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 of San Mateo 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://exclusions.oig.hhs.gov/.

b. California Department of Health Care Services

Contractor 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/pubsdoco/SandILanding.asp. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The

list is in Alphabetical order. Search by the individual's last name.

11. Compliance Plan and Code of Conduct

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

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

12. 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.

13. 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.

B. 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 30th of the fiscal year.

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

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

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

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

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

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

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

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

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

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

C. Availability and Accessibility of Service

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

III. GOALS AND OBJECTIVES

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

A. Community Outreach and Engagement Program

Goal 1: Stronger Collaboration

Objective 1: Establish effective collaborative relationships with culturally and linguistically diverse community members to enhance 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.3 ***

EXHIBIT B.3 – PAYMENTS AND RATES
HEALTHRIGHT 360
NORTH COUNTY OUTREACH COLLABORATION
FY 2015 – 2016

In consideration of the services provided by Contractor in Exhibit A.3, 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. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook located at: http://www.smhealth.org/bhrs/aod/reqs.

In any event, the combined maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed FIVE MILLION FIVE HUNDRED TWENTY-FOUR THOUSAND THIRTY-THREE DOLLARS ($5,524,033).

B. Community Outreach and Engagement Program Services

For services provided as described in Paragraph I.C. of Exhibit A.3 contractor shall be paid as described following.

1. Contractor will be paid ONE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS ($146,645) for the North County Outreach Collaborative partnership. Contractor shall be paid one twelfth (1/12th) of the maximum obligation or TWELVE THOUSAND TWO HUNDRED TWENTY DOLLARS ($12,220) for personnel and operating costs as described in Paragraph I.A. of Exhibit A.3.

2. The DCPP will be paid TEN THOUSAND DOLLARS ($10,000) for the Pride Co-Chair as described in Paragraph I.B. of Exhibit A.3. 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. Contractor will be paid TEN THOUSAND DOLLARS ($10,000) for the Parent Project Facilitator as described in Paragraph I.B. of Exhibit A.3. Contractor shall be paid one twelfth (1/12th) of the maximum obligation or EIGHT HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS ($833.33).

C. The maximum amount County shall be obligated to pay for Community Outreach and Engagement services rendered under this Agreement shall not exceed ONE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS ($166,645).

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.3 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. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than $25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

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, 2016, 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. Monthly Invoice and Payment

Payment by County to Contractor shall be monthly. Invoices 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. Invoices 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 for which completed reporting forms or electronic service files are not received. Invoices may be sent to:

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

K. 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. 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.

M. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

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 10 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

O. Cost Report – for contracts that include Third party billing and for those contracts where a cost report is required

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 O of this Exhibit B.3.

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. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A.3 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 _____ "

*** END OF EXHIBIT B.3 ***

Attachment A
TRANSFER AGREEMENT BETWEEN

San Mateo Medical Center
Name of Hospital

222 West 39th Avenue
Street Address

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

AND

healthRIGHT 360
Name of Facility

117 North 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.

12. In the event 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.

12-1-2015
Date

12/7/15
Date

Administrator

Administrator

healthRIGHT 360
Facility

San Mateo Medical Center
Hospital

1730363151
Facility Provider Number

220000015
Hospital Provider Number

Attachment C
Election of Third Party Billing Process

Effective July 1, 2005, San Mateo County Behavioral Health and Recovery Services (SMCBHRS) will be required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

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

Option One
Our agency will bill other insurance, and provide SMCBHRS with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

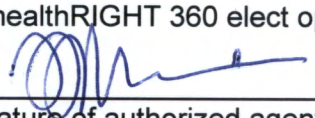
We healthRIGHT 360 elect option one.

_____ _____
Signature of authorized agent Name of authorized agent

_____
Telephone number

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

We healthRIGHT 360 elect option two.


Vitka Eisen
Signature of authorized agent Name of authorized agent

415-762-3700
Telephone number

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

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

Attachment D: Payor Financial Form

AGENCY NAME:

Client's Last Name/MH ID # (if known)	First Name M.I.	Alias or other names Used
Client Date of Birth	Undocumented? □ Yes □ No If no, Social Security Number (Required)	26.5 (AB3632) □ Yes □ No IEP (SELPA) start date_____

Does Client have Medi-Cal? □ Yes □ No **Share of Cost?** □ Yes □ No **Client's Medi-Cal Number** (BIC Number)? _____

Please attach copy of MEDS Screen

If client has Mcal and no other 3rd party coverage , skip the remaining sections of this form and fax to MIS/Billing Unit – 573-2110

Is Client Potentially Eligible for Medi-Cal Benefits? □ Yes □ No **Client Referred to Medi-Cal?** □ Yes, give date: _____ □ No

Is this a Court-ordered Placement? □ Yes □ No

Does Client have Medicare? □ Yes □ No **If yes, please check all that apply ____Part A ____Part B ____Part D (effective 1/1/06)**

What is the Client's Medicare Number? _____

Responsible Party's Information (Guarantor):

Name _____ Phone _____ Relationship to Client _____ □ Self

Address _____ City _____ State _____ Zip Code_____

□ **Refused to provide Financial Information and will be charged full cost of service.**

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

To determine family's UMDAP liability, please list any other family members currently being seen by Mental Health:

_____

_____

Gross Monthly Income (include all in the Household)

A. Self .....$_____
B. Parents/Spouse/Domestic Partner ....$_____
C. Other .....$_____

Number of Persons Dependent on Income _____

Asset Amount (List all liquid assets)

A. Savings.....$_____
B. Checking.....$_____
C. Stocks.....$_____

Allowable Expenses

A. Court Ordered Monthly Obligation $_____
B. Monthly Child Care Payments (Only if Necessary for Employment) $_____
C. Monthly Dependent Support Payments $_____
D. Monthly Medical Expense Payments $_____
E. Monthly Mandated Deductions for Retirement Plan (Do not include Social Security).....$_____
F. Housing Cost (Mortgage/Rent) $_____

3rd Party HEALTH INSURANCE INFORMATION

Health Plan or Insurance Company (Not employer)

Name of Company _____

Street Address _____

City _____

State _____ Zip _____

Insurance Co. phone number_____

Policy Number _____

Group Number_____

Name of Insured Person_____

Relationship to Client_____

Social Security Number of Insured Person_____
(if other than client)

Does this Client have Healthy Families Insurance? □ Yes □ No
If Yes, complete San Mateo County Mental Health SED form.

Does this Client have Healthy Kids Insurance? □ Yes □ No
Does this Client have HealthWorx Insurance.? □ Yes □ No

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

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medicare and/or my insurance plan, including any services provided under 26..5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

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

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

_____

Name of Interviewer _____ Phone Number_____ Best Time to Contact_____

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

San Mateo County Behavioral Health and Recovery Services Use Only

ENTERED BY **CLIENT ACCOUNT #** **DATA ENTRY DATE**

Rev 06/05

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

__X__ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

healthRIGHT 360
Name of Contractor



Signature of Authorized Official

Vitka Eisen
Name (please print)

CEO
Title (please print)

12-2-2015
Date