

## **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND OPTUM**

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 OPTUM, 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 providing After Hour Phone Coverage services for County residents.

**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

Attachment I – Memorandum of Understanding

Attachment II – Holiday Schedules

### **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.

### **2. 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 Contractor fails to provide the services and meet the requirements set forth in Exhibit A. In no event shall County's total fiscal obligation under this Agreement exceed FOUR HUNDRED TEN THOUSAND ONE HUNDRED THIRTY-EIGHT DOLLARS (\$410,138). 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.

### **3. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019 through June 30, 2020

### **4. 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.

### **5. 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.

### **6. 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.

### **7. Hold Harmless**

#### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants as well as each and every county listed in Exhibit B (collectively, "member counties") and the officers, agents, employees and servants of such



member counties 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 or that of any member county and/or its officers, employees, agents, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County or member counties have 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.

To the extent allowed by applicable law, County shall indemnify and save harmless Contractor and its officers, agents, employees from all claims, suits, or actions of every name, kind, and description resulting from i) County's negligence or willful misconduct or ii) County's material breach of this Agreement.

## **8. 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.

## 9. 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. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any cancellation 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 claims for damages for bodily injury, including accidental death, as well as 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:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☐ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☒ Professional Liability..... \$1,000,000



(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such Comprehensive General Liability policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **10. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

#### **11. 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 10, 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.

**12. 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 2, 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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: Scott Gruendl  
Address: 2000 Alameda de las Pulgas, San Mateo, CA 94403  
Telephone: 650-372-8586  
Facsimile: 650-573-2841  
Email: SGruendl@smcgov.org

In the case of Contractor, to:

Name/Title: Michelle Galvan  
Address: 3131 Camino Del Rio North, Suite 700,  
San Diego, CA 92108  
Telephone: 619-641-6818  
Facsimile: 619-641-6801  
Email: Michelle.Galvan@optum.com

## 17. **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

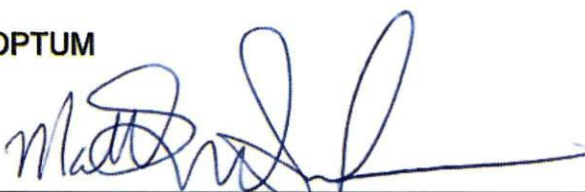
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

OPTUM

  
\_\_\_\_\_  
Contractor's Signature

Date: 7.23.19

(April 1, 2015 CCC issued contract template version)

EXHIBIT A - SERVICES  
OPTUM  
FY 2019-2020

In full consideration of the payment herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

I. AFTER HOUR PHONE COVERAGE

- A. Contractor, will answer after hours calls to the 800 number used by; San Mateo County, Contra Costa County, Sonoma County and Marin County each for residents and Medi-Cal beneficiaries seeking behavioral health services. If the total per month call volume exceeds 550 for a period of six consecutive months, Contractor and County shall negotiate in good faith to determine if additional staffing, including increases to the service fees are required. Each County operates their 800 number from 8:00am 5:00pm Monday through Friday, except holidays. The contractor will be responsible for answering these calls from Monday – Friday: 12:00am – 8:00am & 5:00pm – 11:59pm; and Saturday and Sunday 24 hours/day. See Attachment II for Holiday Schedules for each County.
- B. Contractor will provide basic information to callers about how to access behavioral health services in each County; information about the behavioral health benefits of Medi-Cal beneficiaries; and to transmit to the Call Center for the individual Counties the name, contact information, and a brief description of the presenting problems relayed by each caller by the next business day.
- C. Contractor will not be expected to make payment authorization for services, make referrals to service providers, or to provide emergency response services. However, the contractor will be provided with contact information for a limited number of services in each County to refer clients in case of a psychiatric or physical health emergency.
- D. Contractor will employ staff with a mental health background and a consumer service orientation sufficient to handle the needs of the caller. The contractor must ensure that their staff is supervised by a California licensed mental health professional.
- E. Contractor will successfully respond to calls in the preferred language of the caller.
- F. Contractor will be expected to pass random test calls by DHCS.



- G. Contractor will be aware of the requirements for the operation of the 800 line for Medi-Cal beneficiaries as defined by the California Department of Health Care Services in their contract with the Counties.
- H. Contractor will provide daily and monthly reporting for each individual county, which will include:
  - 1. Call Volume
  - 2. Abandonment Rate (Defined in Section III, Objective I)
  - 3. Average Seconds to Answer, Including The Percentage Answered At or Above Standard (Defined in Section III, Objective II)
  - 4. Average Handle Time
  - 5. Call Back Rate
  - 6. Calls Referred to Emergency Services
  - 7. Client Contact Information and Summary of Call
- I. Contractor will have separate phone lines to handle the calls from each county and different script for the operators to use. This will help in reporting and tracking calls for each individual county.

## II. ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall submit a copy of any licensing report issued by a licensing agency to County BHRS Division Adult Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.
- B. Paragraph 13 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

### C. Administering Satisfaction Surveys

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

### D. 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 [DEstremera@smcgov.org](mailto:DEstremera@smcgov.org)

Out of county contractors must attest to compliance with all of the pertinent cultural competence requirements in their host County contract. Out of county contractors shall submit to HEIM ([DEstremera@smcgov.org](mailto:DEstremera@smcgov.org)) by documentation of their compliance.

- E. BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:
1. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: [www.Exclusions.OIG.HHS.Gov](http://www.Exclusions.OIG.HHS.Gov).
  2. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Healthcare Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov>, once there, type in "medical suspended and ineligible provider list" in search box



F. Advance Directives

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

G. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary /patient's rights and responsibilities as referenced in the agreement Section 10. Compliance with laws; payment of Permits/Licenses'.

III. GOALS AND OBJECTIVES

Goal I: To answer calls during the following coverage hours:

- Monday – Friday: 12:00am – 8:00am & 5:00pm – 11:59pm
- Saturday and Sunday: 12:00am – 11:59pm
- Holidays: 12:00am – 11:59pm

Objective I: Abandonment rate:

- 95% of calls shall be answered within 45 seconds with less than 5% of calls abandoned by callers after 45 seconds.

Objective II: Average Seconds to Answer:

- 30 seconds or less

**EXHIBIT B – RATES AND  
PAYMENTS OPTUM  
FY 2019-2020**

**I. PAYMENTS**

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor in the manner described below, except that any and all such payments shall be subject to the conditions contained in this Agreement.

- A. For the period July 1, 2019 through June 30, 2020, Contractor shall be paid on a negotiated rate basis at the following rates:

	(FY 2019 -2020)
<b>Salaries and Benefits</b>	<b>\$250,971</b>
<b>Operating Expenses</b>	
Occupancy	\$18,626
Telecommunication	\$5,183
Information	\$17,629
Software	\$665
Staff	\$998
Dues, Subscriptions,	\$998
Office	\$1,164
HR and	\$12,072
Accounting/Audit/Leg	\$14,647
Other Business	\$25,664
<b>Total Direct Operating Costs</b>	<b>\$97,646</b>
<b>Indirect Costs</b>	<b>\$61,521</b>
<b>Total Budget</b>	<b>\$410,138</b>

**Total Amount Not to Exceed by County**

Marin County - 15%	\$61,522
Contra Costa County - 30%	\$123,040
San Mateo County - 30%	\$123,040
Sonoma County - 25%	\$102,536

- B. Optum will submit claims monthly to San Mateo County BHRS in the amount of 1/12<sup>th</sup> of the annual total budget outlined in Section I.A. above for ALL participating counties. San Mateo County will make full payment to Optum and be reimbursed by each of the participating counties.
- C. Notwithstanding the method of payment set forth within, in no event shall County pay or be obliged to pay Contractor more than the sum of FOUR HUNDRED TEN THOUSAND ONE HUNDRED



THIRTY-EIGHT DOLLARS (\$410,138)

- D. In the event this Agreement is terminated prior to June 30, 2020, 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.
- E. Per DMH letter #84-10, this negotiated rate contract will require no cost reconciliation.
- F. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee. If revenues are reduced, Contractor shall have the right, at its sole discretion, to reduce the staffing and services accordingly.
- 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. If Contractor fails to provide the services and meet the requirements set forth in Exhibit A, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- I. 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.
- J. Claims Certification and Program Integrity  
  
Anytime Contractor submits a claim to the County for reimbursement for services provided under Schedule A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_, 200\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_"



## **ATTACHMENT I**

### **MEMORANDUM OF UNDERSTANDING BETWEEN SAN MATEO COUNTY, SONOMA COUNTY, CONTRA COSTA COUNTY, AND MARIN COUNTY FOR AFTER HOUR PHONE COVERAGE**

#### **PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to delineate the arrangements between San Mateo County, Sonoma County, Contra Costa County and Marin County for After Hours Phone Coverage.

#### **MEMBERSHIP**

The counties that are members of the group of counties participating in this MOU and have mutually agreed to share one after-hours phone coverage vendor include Contra Costa, Marin, San Mateo, and Sonoma Counties. Should any member county desire to terminate their membership, they shall provide notice as described below. Should a county desire to become a party to this MOU that is not one of the original member counties, they may do so by providing written notice to the lead county no later April 1<sup>st</sup> of any given fiscal year and their membership, upon confirmation of existing member counties and agreement by the vendor, shall be effective the following July 1<sup>st</sup>.

#### **TERM**

This MOU shall be effective from July 1, 2019 through June 30, 2020

This MOU may be terminated, in whole or in part, by any party at any time from the execution of the MOU, by giving written notice to the other parties specifying the effective date and scope of such termination. The notice of termination can be no later than February 1<sup>st</sup> of any given fiscal year and shall be effective at 11:59PM on June 30<sup>th</sup>

#### **COST**

The cost of this MOU shall be the equivalent to the actual costs incurred by the vendor in the provision of services as outlined below in the section entitled, "SCOPE OF SERVICES." The total cost of the actual services provided by the vendor shall not exceed the amounts listed in Attachment A. The vendor will bill the lead county within 30 days of incurring costs and the lead county shall bill the member counties within 30 days of receipt of the vendor's bill.

## ADMINISTRATION OF PROFESSIONAL CONTRACT

San Mateo BHRS shall be the lead county for the administration of the agreement with the after-hours phone coverage vendor. There shall be one contract between the vendor and The lead county for the provision of services to all counties participating in this MOU. Each member county shall be responsible for their share of actual costs within the maximum amount not to exceed (ATTACHMENT A) and shall reimburse the lead county upon the billing of the actual costs.

## SCOPE OF SERVICES

- A. The after-hours phone coverage vendor will answer after hours phone calls to the 800-number used by these Counties for residents and Medi-Cal beneficiaries seeking behavioral health services.
- B. Each County operates their 800 number from 8am-5pm Monday through Friday except holidays. The vendor is responsible for answering these calls from 5pm-8am Monday through Friday and to answer calls 24 hours a day on weekends and holidays. Participating counties shall identify a list of holidays that will be considered as the days of coverage for all counties.
- C. The vendor will provide basic information about the behavioral health benefits of Medi-Cal beneficiaries; and to transmit to the Call Center for the individual Counties the name, contact information, and brief description of the presenting problems relayed by each call by the next business day.
- D. The vendor will not be expected to make payment authorization for services, make referrals to service providers, or to provide emergency response service. However, the vendor will provide contact information for a limited number of services in each County to refer clients in case of a psychiatric or physical health emergency.
- E. The vendor will provide monthly reporting to each County (i.e. calls answered, abandonment rate, etc).
- F. The vendor shall bill San Mateo BHRS monthly based on actual costs and San Mateo BHRS shall bill each member county based on actual costs for each county. If actual costs are not available at time of billing, San Mateo BHRS shall allocate costs by percentages and true up to actual costs within the same fiscal year as previously determined and agreed to by the member counties (See Attachment B). Percentage of costs are as follows:

- 15% Marin
- 30% Contra Costa
- 30% San Mateo
- 25% Sonoma

Signature Page to Follow



**ATTACHMENT A**  
**San Mateo After Hours Call Coverage Budget**

	<u><b>FY 19-20</b></u>
<b>Behavioral Intake Counselors FTE</b>	<b>3.0</b>
<b>Salaries &amp; Benefits</b>	<b>\$250,971</b>
<b>Operating Expenses</b>	
Occupancy (Rent, Utilities)	\$18,626
Telecommunications Systems	\$ 5,183
Information Systems & Technology	\$17,629
Software Licenses	\$ 665
Staff Welfare & Training	\$ 998
Dues, Subscriptions, & Licenses	\$ 998
Office Supplies	\$ 1,164
Human Resources / Recruitment	\$12,072
Accounting/Audit/Legal	\$14,647
Other Business Services	\$25,664
<b>Total Direct Operating Costs</b>	<b>\$97,646</b>
<b>Indirect Costs</b>	<b>\$61,521</b>
<b>Total Budget</b>	<b>\$410,138</b>
 <b>Total Amount Not to Exceed by County</b>	
<b>Marin</b>	<b>\$61,521</b>
<b>Contra Costa</b>	<b>\$123,041</b>
<b>San Mateo</b>	<b>\$123,041</b>
<b>Sonoma</b>	<b>\$102,535</b>

## **ATTACHMENT B MEMBER COST ALLOCATION METHODOLOGY**

### **INTRODUCTION**

The member counties of the After Hours Call Coverage MOU recognize that the actual cost of services provided to each county will be billed as actual costs on a monthly basis. However, in preparation for the Request for Proposals, it was not known that billing could be done as actual costs. The presumption was that there would be a total cost not to exceed provided by the successful vendor and then that cost would be allocated to the member counties.

Therefore, a method was established to allocate costs if no other such method could be applied. It is understood at the time of execution of this MOU, that a methodology to distribute costs may not be necessary since costs will be billed monthly on the actual cost of providing the service to a specific county. However, should the situation arise that actual costs are not available and San Mateo County has been presented with an invoice by the vendor, then this methodology shall be used to allocate costs.

### **COST ALLOCATION METHOD**

The member counties have determined that costs can be allocated based on the total number of after-hours calls experienced by each county in Fiscal Year 2018/19, adding the total number of calls to create one number of all calls received by a member county and determining the percent of total for each member county based on their contribution of calls to the total number of calls.

County Percentage = Number of Calls Per Member County / Total Calls of All Member Counties

Subsequently, an adjustment was made to assure the County of Marin that their total costs would remain below \$50,000 per year, so their percentage was lowered and the difference distributed among the other counties and all were rounded up to the next whole number, resulting in the following allocation percentages:

Marin:	15%
Sonoma	25%
Contra Costa	30%
San Mateo	30%

Lastly, should the actual cost of the services result in a different amount than what each county using the percentages listed above, then the amount billed to each county shall be adjusted within the same fiscal year to reflect the actual costs, otherwise known as a "true up."