AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FELTON INSTITUTE

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FELTON INSTITUTE, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on June 25, 2019 for professional services, in the amount of $3,109,025, for the term July 1, 2019 through June 30, 2021; and

WHEREAS, the parties wish to amend the Agreement to add a cost of living adjustment, increasing the amount of the agreement by $189,028 to $3,298,053, with no change to the agreement term.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3. Payments of the agreement is amended to read as follows:

   In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE MILLION TWO HUNDRED NINETY-EIGHT THOUSAND FIFTY-THREE DOLLARS ($3,298,053).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.

3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.

4. All other terms and conditions of the agreement dated June 25, 2019, between the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

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

COUNTY OF SAN MATEO

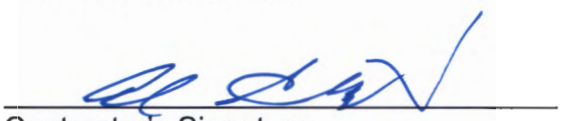
By:_____
President, Board of Supervisors
San Mateo County

Date:_____

ATTEST:

By:_____
Clerk of Said Board

FELTON INSTITUTE



Contractor's Signature

Date: October 21, 2019

EXHIBIT A1 – SERVICES
FELTON INSTITUTE
FY 2019 – 2021

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. (re)MIND Program

1. Introduction

Felton Institute in collaboration with the University of California in San Francisco implemented their (re)MIND Program in San Mateo County in 2012. (re)MIND represents a new approach to the treatment of schizophrenia in its early stages, bringing a coordinated series of interventions that represent the cutting edge of treatment science.

2. Overview

Psychosis is a debilitating illness with far-reaching implications for the individual and his/her family. It can affect all aspects of life – education and employment, relationships and social functioning, physical and mental wellbeing. Without adequate care, psychosis can place a heavy burden on client's family and society at large.

The early age of onset of psychotic symptoms is 22, with the vast majority of first episodes occurring between the ages of 14 and 35. About 1% of the adult population experiences active schizophrenia; this translates into about 5,600 San Mateo County residents. Schizophrenia reduces average life expectancy by 25 years. This makes it one of the nation's most lethal illnesses. It is the seventh leading cause of hospitalization costs in the United States.

At present, the average individual will live with active schizophrenia for two years before symptoms are accurately diagnosed and treatment is begun. Lack of awareness, ambiguous early symptoms and stigma all contribute to the delay in appropriate help being offered and taken up. Early initiation of treatment has been shown to be the single most important positive factor in long-term outcomes.

3. (re)MIND Services Description

a. Public Education

(re)MIND will engage with schools, families, advocacy groups, non-profit organizations and others to educate about schizophrenia and how it can be effectively treated. (re)MIND staff will educate providers, parents, and other professionals on the warning signs for early psychosis and to reinforce the message that recovery is possible with early detection and treatment.

b. Outreach and Engagement

(re)MIND will serve the client and/or family where they are most comfortable receiving services such as (re)MIND offices, homes, schools, or other community settings. (re)MIND employs peer providers (family members and young adults) to reach-out to clients and families to create and sustain connection with the program.

c. Early, Rigorous Diagnosis

The (re)MIND diagnosis and assessment is both rigorous and comprehensive, addressing both the psychotic disorder and other mental health or substance abuse issues the client might have. For clients who have not yet experienced full onset of the disease, Structured Interview for Prodromal Syndromes (SIPS) will be used. For those who have experienced full onset, Structured Clinical Interview for DSM-IV (SCID) will be used. (re)MIND staff undergo a one-year training, testing, and clinical supervision to ensure that these tools are used reliably.

d. Cognitive Behavioral Therapy for Early Psychosis

Cognitive Behavioral Therapy for Early Psychosis (CBT-EP) represents the heart of the (re)MIND intervention. Widely available in England and Australia but not in the US, this therapy teaches clients to understand and manage their symptoms, avoid triggers that make symptoms worse and to collaboratively develop a relapse prevention plan.

e. Algorithm-Guided Medication Management

The first goal of (re)MIND medication algorithm is to guide the doctor, the client, and the family toward finding the single best antipsychotic medication, one that can provide symptom control with the fewest side effects. This becomes the

medication regimen to which the client is much more likely to adhere over the long-term.

Secondly, the algorithm guides treatment for the additional behavioral health issues that a client is experiencing.

Third, the model emphasizes close coordination between therapist, psychiatrists, clients, and family members. A treatment plan is developed that coordinates medication with psychosocial treatment, that has the agreement of all parties, and that is closely monitored for effectiveness over time. (re)MIND will work with individuals who do not wish to take medications and will offer regular appointments with the psychiatrist for review of symptoms and treatment options. The (re)MIND program does not give antipsychotic medication to individuals who are not yet psychotic although all the other (re)MIND treatments are available to this group.

f. Multifamily Psychoeducation Groups

(re)MIND will provide Multifamily Psychoeducation Groups (MFG) groups for the families of teens and young adults experiencing schizophrenia, and for the families of CHR clients. Even when the primary client chooses not to attend treatment, the family will be served. The MFG groups are designed to increase social support, teach families a problem-solving format to cope effectively with illness-related behaviors, and to provide on-going education about symptoms, medication, community life, work, etc. These groups will be conducted in English and Spanish.

Individual sessions will be offered to all families. These sessions follow a six-module model of psycho-education and communication tips. Sessions will also be available on an "as needed" basis and will provide psychoeducation, crisis management, individual problem solving, and communication facilitation.

g. Computer-based Cognitive Rehabilitation

(re)MIND will, through research partners, provide access to computer-based cognitive rehabilitation training designed to address the cognitive deficits engendered by schizophrenia. Use of this software will rehabilitate brain function that has been lost to the disease.

h. Education and Employment Support

(re)MIND will work with clients with early schizophrenia to keep them progressing in school and meaningful employment, and to return to school or employment if they have dropped out, using the Individual Placement and Support (IPS) model of education and employment support.

i. Co-occurring Disorders

(re)MIND will work with clients with co-occurring substance use disorders using a harm-reduction model utilizing Motivational Interviewing and CBT to provide education about substance use. It will explore the change process and potential triggers in a non-judgmental and collaborative fashion.

j. Treatment and Case Management

(re)MIND will serve the whole person. (re)MIND therapists will work with clients and their families to address depression, substance abuse, family and relationship problems and other things that impinge on the client's growth and development. Case management will draw upon the Transition to Independence Process (TIPS) model which is an evidence-supported model to aid youth to transition into independent adulthood.

4. Target Population for (re)MIND Services

San Mateo County residents who meet the criteria listed below would qualify for (re)MIND services. It is estimated that there will be 80 to 100 qualifying residents.

a. Are between the ages of 14 and 35 years with first onset of schizophrenia, schizoaffective or schizophreniform disorder within the past two years.

b. Are aged 14 to 35 years with low-level perceptual changes or unusual thinking that predicts risk of onset of full psychosis (clinical high risk for psychosis syndrome).

The above will be determined through evidence-based assessment tools such as SIPS or SCID. Individuals with the diagnoses listed above who are current substance abuse users will be accepted and

cases where individuals have a development disability will be determined on a case-by-case basis.

5. (re)MIND Program Deliverables

   a. Remission

      Achieve fewer hospitalizations, remission of psychotic symptoms, and return to normal life of school, work, family, and friends.

      i. Decrease number of inpatient episodes by 50%.
      ii. Decrease number of days in inpatient settings by 50%.
      iii. Increase participation in school, vocational training, and/or employment activities by 75%.

   b. Rehabilitation

      Provide individuals experiencing early psychosis with the tools that they need to continue to keep their illness under control for the long term. These tools will include:

      i. A medication regimen that provides symptom reduction/remission with a minimum of side effects.
      ii. Knowledge and skill in using cognitive therapy techniques to understand their experiences, reduce associated distress and identify coping strategies.
      iii. Rehabilitation of cognitive processing toward a normal baseline using cognitive training software.
      iv. Collateral treatment and remission of other behavioral health issues including depression and substance abuse.

   c. Recovery

      Restore clients to a normal, productive life, including:

      i. Satisfactory participation in school and/or meaningful employment.
      ii. Maintenance and/or recovery of personal relationships with family and friends.
      iii. Restoration of an interest in life and the life skills needed to participate fully in a normal, age-appropriate life.
      iv. An ability to understand and counter stigma.

d. Respect

Include participation and consent by client and his/her family in all treatment planning.

B. Bringing Early Awareness and Management

1. Introduction

Felton Institute will implement their Bringing Early Awareness and Management (BEAM) Program to San Mateo County. BEAM represents a new early intervention approach for the treatment of bipolar spectrum disorders and mood disorders with psychotic features, bringing a coordinated series of evidence-based interventions.

2. Overview

Bipolar disorder is a debilitating illness with far-reaching implications for the individual and his or her family. It can affect all aspects of life, including education and employment, relationships and social functioning, physical and mental wellbeing. Without adequate care, bipolar disorder can place a heavy burden on client's family and society at large.

The onset of bipolar disorder is usually in late adolescence to early adulthood, with a median onset age of 25; however, the vast majority of first episodes occur before the age of 25. About 2.6% of the adult population experiences bipolar disorder and 82.9% of these cases are classified as "severe". Bipolar disorder results in a 9.2-year reduction in life expectancy, with 1 in 5 individuals diagnosed with bipolar disorder completing suicide, and is the 6th leading cause of disability in the world.

3. BEAM Service Description

a. Public Education

BEAM will engage with schools, families, advocacy groups, non- profit organizations and others to educate about mood disorders and psychosis and how it can be effectively treated. BEAM staff will educate providers, parents, and other professionals on the warning signs for mood disorders and psychosis and reinforce the message that recovery is possible with early detection and treatment.

b. Outreach and Engagement

BEAM will serve the client and/or family where they are most comfortable receiving services such as BEAM offices, homes, schools, or other community settings. BEAM employs peer providers (family members and young adults) to reach-out to clients and families to create and sustain connection with the program.

c. Early, Rigorous Diagnosis

The BEAM diagnosis and assessment process is both rigorous and comprehensive, addressing bipolar, mood disorders with psychosis features and other co-morbid mental health or substance abuse issues. The Structured Clinical Interview for DSM-IV (SCID) will be used for all assessments. BEAM assessment staff undergo training and ongoing clinical supervision to ensure that these tools are used reliably.

d. Cognitive Behavioral Therapy

Cognitive Behavioral Therapy (CBT) is the primary mode of therapeutic intervention and teaches clients to understand and manage their symptoms, avoid triggers that make symptoms worse and to collaboratively develop a relapse prevention plan.

e. Medical Support Services

These services include prescribing, administering, dispensing and monitoring of psychiatric medications which are necessary to alleviate the symptoms of the mental illness. The services may include evaluation of the need of the medication, evaluating of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

Moreover, the model emphasizes close coordination between therapist, psychiatrists, clients, and family members. A treatment plan is developed that coordinates medication with psychosocial treatment, has agreement of all parties, and closely monitors treatment effectiveness over time. BEAM will work with individuals who do not wish to take medications and will offer regular appointments with the psychiatrist for review of symptoms and treatment options.

f. Family-Focused Interventions

BEAM will provide services for the families of teens and young adults experiencing bipolar disorder. These services will include: psycho-education that assists the client and his or her family in understanding the illness, skills building to facilitate improved communication, deal with stressors, and problem-solve collaboratively. Moreover, identification of early warning signs, triggers, and creating a relapse prevention plan will all be developed collaboratively with family involvement.

g. Education and Employment Support

BEAM will work with clients with early bipolar disorder to assist them in continuing school and meaningful employment or returning to school or employment if they are not currently involved by using the Individual Placement and Support (IPS) model of education and employment support.

h. Co-occurring Disorders

BEAM will work with clients with co-occurring substance use disorders using a harm-reduction model utilizing Motivational Interviewing and CBT to provide education about substance use. It will explore the change process and potential triggers in a non- judgmental and collaborative fashion.

i. Treatment and Care Management

BEAM will provide an integrated model of intensive care management care that addresses the psychosocial needs of the client. BEAM therapists will work with clients and their families to address depression, substance abuse, family and relationship problems and other things that impinge on the client's growth and development. Care management is based on the client's individual need and willingness to participate. However, the Multifamily group is a one-year commitment with quarterly admissions. The other services will be provided at whatever location is most convenient and comfortable for the youth and family to encourage service engagement.

4. Target Population for BEAM services

San Mateo County residents who meet the criteria listed below would qualify for BEAM services. It is estimated that there will be 30 qualifying residents:

Are between the ages of 14 and 35 years with early onset of bipolar or mood disorder with psychotic features within the past two (2) years.

The above will be determined through evidence-based assessment using the SCID. Individuals with the diagnoses listed above who are current substance abuse users will be accepted and cases where individuals have a development disability will be determined on a case-by-case basis.

5. BEAM Program Deliverables

a. Remission

Achieve fewer hospitalizations and remission of symptoms of bipolar and mood disorder with psychotic features.

i. Hospitalizations will be decreased.
ii. Symptoms will be reduced, and quality of life will be enhanced.
ii. Medication management and support that provides symptom reduction/remission with a minimal of side effects.

b. Rehabilitation

Provide individuals experiencing bipolar disorder with the skills and tools needed to both achieve lives they deem as meaningful and obtain increased social and occupational functioning. This includes:

i. Knowledge and skill in using cognitive behavioral therapy techniques to understand their experiences, reduce associated distress and identify coping strategies.
ii. Educational and vocational support services.

c. Recovery

Assist clients in increasing social functioning, including:

i. Maintenance and/or recovery of personal relationships with family and friends.
ii. Restoration of an interest in life and the life skills needed to participate fully in life.
iii. An ability to understand and counter stigma.

d. Respect

Include participation and consent by client and his/her family in all treatment planning.

C. Aftercare Services

While the psychiatric needs of individuals in (re)MIND/BEAM are usually met, other psychosocial services that are essential in maintaining stability in the community are not readily accessible – including individual therapy in the CBT for Psychosis approach. A major concern for individuals and families as their loved ones graduate the program and are well engaged in academic or employment goals is related to no longer having a safety net in place. Aftercare services provided by Contractor shall include:

1. Access to aftercare for program graduates and their family members to support the maintenance of gains achieved in psychosis early intervention treatment.

2. Build capacity to deliver services to program graduates by increased staffing and developing a safety net in order to prevent crisis and intervene early to support graduates to stay in recovery.

3. Continue to track individual outcomes for up to four (4) years from initial entry to (re)MIND/BEAM to assist with demonstration of the long-term effectiveness of investing in Prevention and Early Intervention.

4. Create a mechanism for increased therapist caseload capacity (additional 1.0 FTE) that will now include graduates in need of "booster sessions" in the Cognitive Behavioral Therapy for Psychosis approach and who may eventually require additional support to maintain gains post-treatment.

5. Provide evidence-based supported employment and education services to existing clients (while maintaining fidelity to the Individualized Placement and Support IPS model), with an optimum caseload of twenty (20) clients per 1.0 FTE specialized staff including:

a. active support post-early psychosis treatment to graduates engaged in these activities or struggling with maintaining the same level of engagement after graduating (re)MIND/BEAM.

b. support family members in navigating the educational as well as the mental health system,

c. decrease dependence on mental health providers for case management needs,

d. cohort of graduate ambassadors to support new program participants and their families, enhancing hope and recovery as an achievable goal.

6. Staffing

a. 1.0 FTE Clinical Team Leader (licensed therapist) to assist with oversight of expanded services, increase caseload capacity, assist with intake and discharge coordination, and provide CBTp booster sessions to graduates at-risk of relapse.

b 1.0 FTE Employment and Education Specialist to implement full IPS Model services to sustain therapeutic gains and support graduates as they navigate through stressors and challenges with attaining and sustaining employment and academic progress.

c 0.2 FTE Family Support Specialist and 0.2 FTE Peer Support Specialist, increasing the FTEs of two (2) existing part-time roles to full-time (Family Support Specialist and Peer Support Specialist). This will accommodate increased caseloads and expand availability of Peer and Family Support services delivered by individuals with lived experience to current participants as well as alumni.

7. Integrate aftercare services into the existing services in a manner that new program participants will be oriented to the program knowing that these resources are available.

a. New participants and families will be afforded opportunities to engage with program graduates and their families, therefore enhancing mentorship and hope.

8. Aftercare services may be developed as a separate program component to (re)MIND and BEAM to aid participants and families in

not experiencing re-admission as a step back in their recovery process, but rather as an additional resource as they progress towards planned long-term recovery goals.

a. The name of this new program component will be determined with support from the (re)MIND/BEAM San Mateo community.

9. Operating costs include:

a. Lease an additional program vehicle, for transporting program participants and graduates to skill building activities and for traveling graduates to their respective Universities as needed.

b. Provide stipends for graduates for speaking engagements at (re)MIND/BEAM graduations, orientations, open houses, workshops, and presentations, which can enhance the experience of current program participants and their families.

c. Promote skill building activities for program participants incorporating graduates as facilitators/activity leaders.

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 14 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.

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, Medi-Cal, Medicare, or Drug Medi-Cal.

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

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility 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 following procedures included in BHRS Policy # 04-01, which can be found online at: http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01. 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 a plan to correct to address the matter.

a. Credentialing Check – Initial
During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment F – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment F and return it along with all other contract forms.

b. Credentialing Check – Monthly
Contractor will complete Attachment F – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

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

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they

have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR

2. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

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

16. 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.

17. 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 ode@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 at ode@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. (re)MIND

1. Remission

Goal: To achieve fewer hospitalizations and remission of disabling symptoms.

Objective 1: At least 50% of clients enrolled in program for at least 12 months will experience decrease in the number of inpatient episodes in comparison to the 12 month-period prior to admission.

Objective 2: At least 50% of clients enrolled in program for at least 12 months will experience decrease in the number of days hospitalized in comparison to the 12 month-period prior to admission.

Objective 3: At least 75% of clients enrolled in program will have satisfactory participation in school, vocational training, volunteering and/or employment activities.

Objective 4: Percentage of clients maintained at current or lower level of care will be at least 80%.

Data to be collected by Contractor (CIRCE and Avatar records).

2. Satisfaction

Goal: To enhance client's and parent's or other caregiver's satisfaction with the services provided.

Objective 1: At least 90% of respondents will agree or strongly agree that they are satisfied with services received.

Objective 2: At least 75% of respondents will agree or strongly agree that the client is better at handling daily life.

Data to be collected by County.

B. BEAM

1. Remission

Goal: To achieve fewer hospitalizations and remission of disabling symptoms.

Objective 1: At least 50% of clients enrolled in program for at least 12 months will experience decrease in the number of days hospitalized in comparison to the 12 month-period prior to admission.

Objective 2: At least 50% of clients enrolled in program for at least 12 months will experience decrease in the number of days hospitalized in comparison to the 12 month-period prior to admission.

Data to be collected by Contractor (CIRCE and Avatar records).

2. Rehabilitation

Goal: To provide individuals experiencing bipolar and mood disorder with psychotic symptoms with the skills and tools needed to both achieve lives they deem as meaningful and obtain increased social and occupational functioning.

Objective: At least 75% of clients enrolled in program will have satisfactory participation in school, vocational training, volunteering and/or employment activities.

Data to be collected by the Contractor and obtained through evaluation and outcomes measures.

3. Satisfaction

Goal: To enhance client's and parent's or other caregiver's satisfaction with the services provided.

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

C. (re)MIND/BEAM Aftercare Services

Goal: To provide new (re)MIND/BEAM participants and families with opportunities to engage with program graduates and their families, therefore enhancing mentorship and hope.

Objective: 12 Peer and Family Alumni Group Activities/Events will be provided per year (average 1 per month).

Goal: To improve on the quality of engagement in employment and education goals and activities (i.e. transitioning from high school to college, increasing from part-time to full-time, advancing in positions, etc.).

Objective: 40% of participants enrolled in the program for 12 months or more will be engaged in new levels of employment or education, as measured by enrollments documented in Circe and Avatar records.

Goal: To maintain improvements on CANS domains of Psychosis, Education, and/or Employment.

Objective: 70% of participants will maintain improvements on CANS domains of Psychosis, Education and/or Employment.

Data to be collected by Contractor and the County.

*** END OF EXHIBIT A1 ***

EXHIBIT B1 – PAYMENTS AND RATES
FELTON INSTITUTE
FY 2019 – 2021

In consideration of the services provided by Contractor in Exhibit A1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed THREE MILLION TWO HUNDRED NINETY-EIGHT THOUSAND FIFTY-THREE DOLLARS ($3,298,053).

B. Payment Rate

1. (re)MIND

The maximum amount County shall be obligated to pay Contractor for (re)MIND services under this agreement shall not exceed ONE MILLION EIGHT HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED FIFTY-SEVEN DOLLARS ($1,891,757).

a. For the first year of the agreement, (July 1, 2019 – June 30, 2020), County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or SEVENTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-EIGHT DOLLARS ($77,278).

b. For the second year of the agreement, (July 1, 2020 – June 30, 2021), County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or EIGHTY THOUSAND THREE HUNDRED SIXTY-NINE DOLLARS ($80,369).

2. BEAM

The maximum amount County shall be obligated to pay Contractor for BEAM services under this agreement shall not exceed NINE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED TWENTY-EIGHT DOLLARS ($918,328).

a. For the first year of the agreement, (July 1, 2019 – June 30, 2020) County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or THIRTY-SEVEN THOUSAND FIVE HUNDRED THIRTEEN DOLLARS ($37,513).

b. For the second year of the agreement, (July 1, 2020 – June 30, 2021) County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or THIRTY-NINE THOUSAND FOURTEEN DOLLARS ($39,014).

3. Aftercare Program

The maximum amount County shall be obligated to pay Contractor for the Aftercare Program under this agreement shall not exceed FOUR HUNDRED EIGHTY-SEVEN THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS ($487,968).

a. For the term July 1, 2019 – June 30, 2020, County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or NINETEEN THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS ($19,933).

b. For the term July 1, 2020 – June 30, 2021, County shall pay Contractor one-twelfth (1/12th) of the maximum amount per month, or TWENTY THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS ($20,731).

C. Payments made to Contractor under the terms of this Agreement may be used for Program staff salaries, Program operations, and other direct expenses essential to the Program. No funds paid by County through this Agreement shall be spent for fundraising.

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 B1 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

F. The Chief of San Mateo County Health 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, 2021, 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 Chief of San Mateo County Health or designee.

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

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

K. Monthly Invoice and Payment

1. Contractor shall bill County on or before the tenth (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
Attn: Contracts Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

M. 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 San Mateo County Health or designee.

N. 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.

O. 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

Contractor shall submit to County year-end cost reports no later than ninety (90) days after the end of each applicable fiscal year (June 30th). These reports shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. These Cost Reports shall include accountings for all services provided through the agreement for the applicable period, separate accountings for Child and Family Treatment Administration Services and for Child and Family Treatment Quality Assurance/Quality Improvement services, and separate accountings for services provided by subcontractors. Contractor shall have its books of accounts audited annually by a Certified Public Accountant and a copy of said audit reports shall be submitted along with the Cost Reports.

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 B1. 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 B1. 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 A1 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 A1 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 A1 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 B1 ***