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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and healthRIGHT 360, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on July 23, 2019 for professional services, for the term July 1, 2019 through June 30, 2021, in the amount of $9,993,072; and

WHEREAS, on December 3, 2019, your Board approved an amendment to the agreement to remove the Parent Project curriculum and add a 4% cost of living adjustment for professional services, increasing the amount of the agreement by $543,261 to an amount not to exceed $10,536,333, with no change to the agreement term; and

WHEREAS, the parties wish to amend the Agreement to adjust prevention activities in FY 2019-20, add prevention activities in FY 2020-21 extending the term of the agreement through June 30, 2021, and increasing the amount of the agreement by $143,412 to $10,679,744.

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

1. Section 4. 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 "A.1.2, A.2.2, and A.3.2," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B.1.2, B.2.2, and B.3.2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TEN MILLION SIX HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS ($10,679,744).

2. Exhibit A.1.1, A.2.1, and A.3.1 is hereby deleted and replaced with Exhibit A.1.2, A.2.2, and A.3.2 attached hereto.

3. Exhibit B.1.1, B.2.1 and B.3.1 is hereby deleted and replaced with Exhibit B.1.2, B.2.2, and B.3.2 attached hereto.

4. All other terms and conditions of the agreement dated July 23, 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

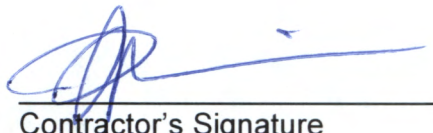
By:_____
President, Board of Supervisors
San Mateo County

Date:_____

ATTEST:

By: _____
Clerk of Said Board

HEALTHRIGHT 360



_____
Contractor's Signature

Date: 3/10/2020

EXHIBIT A.1.2 – SCOPE OF WORK
HEALTHRIGHT 360
FY 2019 – 2021

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

In consideration of the payments set forth in Exhibit B.1.2, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

In providing its services and operations, Contractor shall maintain compliance with requirements listed in the Alcohol and Other Drug (AOD) Policy and Procedure Manual including additions and revisions, incorporated by reference herein. As referenced in the Department of Health Care Services (DHCS) Intergovernmental Agreement for substance use disorder (SUD) services, General Definitions and Definitions specific to Drug Medi-Cal may be found in the AOD Policy and Procedure Manual located at http://smchealth.org/bhrs/aod/handbook. Documentation standards and requirements for all services may also be found in the AOD Policy and Procedure Manual located at http://smchealth.org/bhrs/aod/handbook. Reimbursement is contingent upon client eligibility, compliance with referral and authorization process and procedures, and documentation requirements as outlined in the AOD Policy and Procedure Manual located at: http://smchealth.org/bhrs/aod/policy.

A. Drug Medi-Cal Organized Delivery System SUD Treatment Services

Contractor shall provide treatment services described herein as part of the SMC Drug Medi-Cal Organized Delivery System (DMC-ODS). Contractor shall work with other ODS providers to ensure a seamless service delivery system to clients needing levels of care not provided by the Contractor. The description of all levels of care and Evidence-based Practices (EBPs) provided by SMC DMC-ODS are contained in the AOD Policy and Procedure Manual.

All program staff providing services to San Mateo County residents shall be certified or registered as defined in Title 9, CCR, Division 4, Chapter 8. SUD programs and facilities shall be licensed and/or certified by the DHCS Licensing and Certification Division. Contractors not in compliance with these requirements shall be subject to corrective action, up to and including fees, withheld payments, or termination of this Agreement.

Services will include the following:

1. Outpatient Services – ASAM 1.0

   a. Outpatient services shall be up to nine (9) hours a week for adults, and less than six (6) hours a week for adolescents as determined to be medically necessary by the Medical Director or LPHA.

      i. Outpatient treatment services for adolescents shall comply with Federal, State and Local regulations and with the Youth Treatment Guidelines set forth and as amended by the DHCS located at: http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

      ii. Outpatient treatment services for adolescents, when in the best interest of the patient, may require an exception to Federal and State regulations prohibiting treatment due to age and/or parental consent. It is the intent of the County to actively participate in the exception process to assure the delivery of treatment services that would otherwise be unavailable due to regulatory prohibitions when in the best interest of the patient.

   b. Outpatient services shall have of a minimum of two (2) group counseling sessions per month, and at least one (1) hour of individual counseling sessions per month.

   c. Outpatient services shall include intake, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, treatment planning, case management, physician consultation, and discharge planning and care coordination. Avatar service codes for each outpatient service are:

Service Description	Service Code(s)
Intake	AD101ODS
	AD101ODSPERI
Individual Counseling	AD102ODS
	AD102ODSPERI
Group Counseling	AD103ODS
	AD103ODSPERI
Individual Patient Education	AD104ODS
	AD104ODSPERI
Group Patient Education	AD105ODS
	AD105ODSPERI

Crisis Intervention	AD107ODS
	AD107ODSPERI
Treatment Planning	AD109ODS
	AD109ODSPERI
Discharge Planning	AD109ODS
	AD109ODSPERI
Family Counseling	AD110ODS
	AD110ODSPERI
Collateral Service	AD111ODS
	AD111ODSPERI
Case Management	AD61
	AD61PERI
Physician Consultation	AD97ODS
	AD97ODSPERI
Urinalysis Testing	AD75
Non-NTP Medication Assisted Treatment	AD601ODSMAT
	AD601ODSPERIMAT

d. Services may be provided in-person, by telephone, or telehealth, in any appropriate setting in the community. Contractor shall ensure confidentiality of all services provided via telehealth and/or in the community.

e. Contractor shall ensure that all clients enrolled in outpatient services receive medically necessary, individualized and trauma-informed treatment services, based upon the client's ASAM needs assessment, DSM-V diagnosis, and individual clinical needs.

2. Intensive Outpatient Services – ASAM 2.1

a. Intensive outpatient services shall provide structured programming to clients as medically necessary for a minimum of nine (9) hours per week and a maximum of nineteen (19) hours per week for adult perinatal and non-perinatal clients. Adolescents are provided a minimum of six (6) hours and a maximum of nineteen (19) hours per week.

b. Intensive outpatient services shall have a minimum of one (1) hour of individual counseling session per week.

c. Intensive outpatient services shall include: intake, individual and/or group counseling, patient education, family therapy, medication services, collateral services, crisis intervention services, treatment planning, case management, physician consultation, and discharge planning and care coordination. Avatar service codes for each intensive outpatient service are:

Service Description	Service Code(s)
Intake	AD201ODS
	AD201PERI
Individual Counseling	AD202ODS
	AD202ODSPERI
Group Counseling	AD203ODS
	AD203ODSPERI
Individual Patient Education	AD204ODS
	AD204ODSPERI
Group Patient Education	AD205ODS
	AD205ODSPERI
Crisis Intervention	AD207ODS
	AD207ODSPERI
Treatment Planning	AD208ODS
	AD208ODSPERI
Discharge Planning	AD209ODS
	AD209ODSPERI
Family Counseling	AD210ODS
	AD210ODSPERI
Collateral Service	AD211ODS
	AD211ODSPERI
Case Management	AD61
	AD61PERI
Physician Consultation	AD97ODS
	AD97ODSPERI
Urinalysis Testing	AD75
Non-NTP Medication Assisted Treatment	AD601ODSMAT
	AD601ODSPERIMAT

d. Services may be provided in-person, by telephone, or telehealth, in any appropriate setting in the community. Contractor shall ensure confidentiality of all services provided via telehealth and/or in the community.

e. Contractor shall ensure that all clients enrolled in intensive outpatient services receive medically necessary, individualized and trauma-informed treatment services, based upon the client's ASAM needs assessment, DSM-V diagnosis, and individual clinical needs.

3. Residential Treatment Services

a. ASAM 3.1

Residential Treatment Services shall be provided in a DHCS licensed residential facility that is also DMC certified and designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.

Residential treatment services shall be authorized in advance in accordance with section P of this Agreement. Any service provided without prior authorization shall not be reimbursed.

i. Lengths of stay, treatment plans, and services offered shall be medically necessary, trauma-informed, and individualized according to the client's ASAM needs assessment, DSM-V diagnosis, and individual clinical needs.

ii. Contractor shall provide a minimum of twenty (20) hours per week of structured activities in accordance with the client's treatment plan. At least five (5) of these twenty (20) structured hours shall be clinical in nature.

iii. Residential treatment services shall be co-occurring capable and complexity capable.

iv. In addition to daily room and board, Contractor shall provide at least one (1) of the following treatment services daily: intake, individual counseling, group counseling, patient education, family therapy, collateral services, crisis intervention services, treatment planning, transportation services or discharge services. Contractor shall document the service provided in the client's chart. Avatar service codes for each ASAM 3.1 residential treatment service are:

ASAM 3.1 Service	Service Code(s)
Residential service day less than or equal to 30 days	AD311ODS AD311ODSPERI
Residential service day greater than or equal to 31 days	AD312ODS AD312ODSPERI
Non-NTP Medication Assisted Treatment	AD601ODSMAT31 AD601ODSPERIMAT31

v. Contractor shall not claim a DMC billable treatment service on a day that the above stated services is/are

not provided. Avatar service codes for days upon which a treatment service is not provided are:

ASAM 3.1 Service	Service Code
Non-Billable Residential Day	AD98
Client Absent from Residential program	AD999

vi. All clients admitted to ASAM 3.1 Residential Treatment services shall be concurrently admitted to ASAM 3.1 Residential Enhanced Services in Avatar. As part of the Residential Enhanced Services, the Contractor shall provide Case Management and Physician Consultation services to all admitted clients. Avatar service codes for ASAM 3.1 Residential Enhanced Services are:

ASAM 3.1 Service	Service Code(s)
Case Management service, Residential Enhanced services	AD313ODSCM AD313ODSCMPERI
Physician Consultation service, Enhanced services	AD314ODSPC AD314ODSPCPERI

b. ASAM 3.3

Residential treatment services shall be provided in a DHCS licensed residential facility that is also DMC certified and is designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.

Residential treatment services shall be authorized in advance by BHRS. Any service provided without prior authorization shall not be reimbursed.

i. Residential treatment services shall be provided to adults eighteen (18) and over with cognitive or other impairments that make them unable to participate in a full active milieu or therapeutic community.

ii. Residential treatment services shall be co-occurring capable OR co-occurring enhanced, and complexity capable.

iii. Residential treatment services shall provide twenty-four (24) hours/seven (7) days per week in a structured

treatment support setting to clients, with clinical care and trained counselors available to clients twenty-four (24) hours a day.

iv. In addition to daily room and board, Contractor shall provide at least one (1) of the following treatment services daily: intake, individual counseling, group counseling, patient education, family therapy, collateral services, crisis intervention services, treatment planning, transportation services or discharge services. Contractor shall document the service provided in the client's chart. Avatar service codes for each ASAM 3.3 service are:

ASAM 3.3 Service	Service Code(s)
Residential service day less than or equal to 30 days	AD331ODS
Residential service day greater than or equal to 31 days	AD332ODS
Non-NTP Medication Assisted Treatment	AD601ODSMAT33

v. Contractor shall not claim a DMC billable treatment service on a day that the above stated services is/are not provided. Avatar service codes for days upon which a treatment service is not provided are:

ASAM 3.3 Service	Service Code
Non-Billable Residential Day	AD3398
Client Absent from Residential program	AD33999

vi. All clients admitted to ASAM 3.3 Residential Treatment services shall be concurrently admitted to ASAM 3.3 Residential Enhanced Services in Avatar. As part of the Residential Enhanced Services, Contractor shall provide Case Management and Physician Consultation services to all admitted clients. Avatar service codes for ASAM 3.3 Residential Enhanced Services are:

ASAM 3.3 Service	Service Code(s)
Case Management service, Residential Enhanced services	AD333ODSCM AD333ODSCMPERI

Physician Consultation service, Enhanced services	AD334ODSPC AD334ODSPCPERI

vii. The following stipulations apply solely to HealthRIGHT 360's ASAM 3.3 residential facility located at 815 Buena Vista Avenue West, San Francisco, CA 94117.

1) Intake and Authorization

a) BHRS will ensure that any referred client is verified and enrolled in Drug Medi-Cal (DMC).

b) BHRS will be responsible for conducting initial client assessments and recommendations into the appropriate ASAM level of care. BHRS will email Contractor's Intake Department and Data Control all assessments conducted, for staff to review the entire file. Contractor will respond to the referral request either approving or denying the client with an explanation, within twenty-four to forty-eight (24-48) business hours, Monday through Friday, after receiving the referral and assessment documentation.

c) Attached are circumstances but not limited to Contractor's right to reject a BHRS referral:

i) The client has not been stabilized for severe mental health issues; client exhibiting severe symptoms must be stabilized prior to entering residential treatment. Related to this is mental health medications - client must have their mental health medications filled at time of their admission. Contractor requires the client enter into residential treatment with at least a two (2) week supply of any prescriptions, however thirty (30) days is preferred.

ii) The client is a threat to themselves or makes threats of violence towards others.

iii) Contractor cannot, due to current CA state laws, admit 290 clients into Contractor's facilities

iv) Contractor reviews arson offenses on a case-by-case basis. Prior to program admission, Contractor requires a copy of the arson police report in order to thoroughly review the case. However, persons with a history of arson (i.e.: multiple cases on their record of arson related offenses) will not be admitted, due to safety concerns.

d) Contractor shall expedite the response time of approving or denying client when a BHRS client is in need of immediate 3.3 care.

2) Re-Authorizations

a) Reauthorizations take place every thirty (30) days.

b) The client will be given a condensed Level of Care Assessment utilizing HR360, SF current process via Welligent EHR/reporting section.

3) Mental Health Evaluation and Medication

a) When possible, all clients referred to HR360, SF shall have a pharmacological assessment prior to admission. It will be decided on a case by case basis for any client not yet connected with mental health services, upon utilizing intake assessment and evaluation tools of HR360, SF and BHRS Staff, that is coordinating client care.

b) All referred clients will have at least two (2) weeks' worth of medication(s) and a copy of their prescriptions upon admission. BHRS case managers will coordinate mental health and SUD medication services with a pharmacy that delivers to San Francisco and/or case

managers deliver the prescribed medication(s).

4) Psychiatric Emergencies

A psychiatric emergency that occurs between the hours of 7pm and 7am shall adhere to the one (1) of the following:

a) Clients that have medi-cal or private insurance will be billed according to medi-cal/private insurance billing process.

b) Clients that do not any medi-cal/private insurance coverage will be billed to the San Mateo Medical Plan.

5) Transportation

BHRS is responsible for its clients' transportation outside of San Francisco. A transportation plan will be set up to meet each client's individual needs upon admission. The options include but are not limited to the following arrangements:

a) Client's case manager will arrange and/or provide transportation
b) Use of Medical-Cal transportation benefit

6) Training

BHRS will accept Contractor's annual staff training and not require any additional training as long as the SF trainings meet DMC-ODS minimum standards. However, in the event of a grievance, and a training issue is identified, BHRS will require HR360, SF to comply with necessary trainings to ensure grievances are resolved.

7) Electronic Health Record/Reporting

BHRS will set up all required fields in AVATAR to track/bill 3.3 units appropriately in AVATAR. Contractor will input admission, discharge and service date information into AVATAR either

through manual entry or a flat file, as appropriate.

8) Auditing/Compliance Checks

a) BHRS will utilize San Francisco's auditing and compliance review guidelines imposed by San Francisco County. It is understood that the requirements meet DMC-ODS minimum standards. BHRS will not conduct additional compliance reviews, unless a client files a grievance against the program and requires further documentation to resolve grievance.

b) BHRS will conduct an annual site visit.

c. ASAM 3.5

Residential treatment services shall be provided in a DHCS or DSS licensed residential facility that is also DMC certified and designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.

Residential treatment services shall be authorized in advance by BHRS. Any service provided without prior authorization shall not be reimbursed.

i. Lengths of stay, Treatment Plans, and services offered shall be medically necessary, trauma-informed, and individualized according to the client's ASAM needs assessment, DSM-V diagnosis, medical necessity, and individual clinical needs.

ii. Residential treatment services shall be co-occurring capable OR co-occurring enhanced, and complexity capable.

iii. Residential treatment services shall provide services twenty-four (24) hours/seven (7) days per week in a structured treatment support setting to clients, with clinical care and trained counselors, available to clients twenty-four (24) hours a day.

iv. Residential treatment services shall be provided to adults eighteen (18) and over who are at imminent risk as defined by the ASAM criteria.

v. In addition to daily room and board, Contractor shall provide at least one (1) of the following treatment services daily: intake, individual counseling, group counseling, patient education, family therapy, collateral services, crisis intervention services, treatment planning, transportation services or discharge services. Contractor shall document the service provided in the client's chart. Avatar service codes for each ASAM 3.5 residential treatment service are:

ASAM 3.5 Service	Service Code(s)
Residential service day less than or equal to 30 days	AD351ODS AD351ODSPERI
Residential service day greater than or equal to 31 days	AD352ODS AD352ODSPERI
Non-NTP Medication Assisted Treatment	AD601ODSMAT35 AD601ODSPERIMAT35

vi. Contractor shall not claim a DMC billable treatment service on a day that the above stated services is/are not provided. Avatar service codes for days upon which a treatment service is not provided are:

ASAM 3.5 Service	Service Code
Non-Billable Residential Day	AD99
Client Absent from Residential program	AD998

vii. All clients admitted to ASAM 3.5 Residential Treatment services shall be concurrently admitted to ASAM 3.5 Residential Enhanced Services in Avatar. As part of the Residential Enhanced Services, Contractor shall provide Case Management and Physician Consultation services to all admitted clients. Avatar service codes for ASAM 3.5 Residential Enhanced Services are:

ASAM 3.5 Service	Service Code(s)
Case Management service, Residential Enhanced services	AD353ODSCM AD353ODSCMPERI

Physician Consultation service, Enhanced services	AD354ODSPC AD354ODSPCPERI

d. Authorization of Residential Services

i. Contractor shall obtain authorization from the BHRS Residential Authorization Team (RTX) for client admission to a residential treatment program, pursuant to 42 CFR 438.210(b).

ii. Contractor shall establish and follow written policies and procedures that comply with BHRS RTX requirements for initial and continuing authorization requests, including but not limited to the Residential Denial Protocol, Waitlist Management Protocol, and submission of timely 60-Day Plans and One-Time Extension requests, in accordance with the Documentation Manual.

iii. Failure to comply with the BHRS RTX requirements for initial and continuing authorization requests will result in an authorization denial, and Contractor shall be financially responsible for the unauthorized treatment service. Contractor shall not penalize the client in any way for unauthorized requests due to Contractor's failure to adhere to the BHRS RTX requirements for initial and continuing authorization requests.

e. Episode Limits and Lengths of Stay for Residential Treatment Services

i. Contractor shall comply with the following time restrictions.

1) Adults twenty-two (22) and over may receive up to two (2) residential episodes per three hundred sixty-five (365) day period. A residential episode is defined as one (1) stay in a DHCS licensed residential treatment facility for a maximum of ninety (90) days. Adults may receive up to one (1) stay extension, for up to thirty (30) days, provided the extension is medically necessary and is authorized by the RTX team, per three hundred sixty-five (365) day period.

2) Adolescents and young adults twenty-one (21) or younger may receive as many residential episodes per calendar year as is medically necessary. Each residential episode shall be initially authorized by the RTX team for a maximum of thirty (30) days. The length of stay may be re-authorized for an additional thirty (30) days, provided the extension is medically necessary. Adolescents receiving residential treatment services shall be stabilized as soon as possible and moved to a less restrictive level of treatment.

   a) The DMC-ODS shall not override any EPSDT requirements.

3) DMC Perinatal clients may receive a longer length of stay than those described above. If medically necessary and authorized by the RTX team, DMC Perinatal clients may receive a length of stay up to the length of their pregnancy and postpartum period.

4) Adult clients involved in the criminal justice system may receive a longer length of stay than those described above. If medically necessary and authorized by the RTX team or Service Connect, clients involved in the criminal justice system may receive up to six (6) months of residential treatment services, plus a one-time extension of up to thirty (30) days.

   a) Up to ninety (90) days of the six (6) month stay may be funded by DMC, if medically necessary. Additional lengths of stay may be funded by alternative sources, if medically necessary and authorized by the RTX team or Service Connect.

   b) The Period of Engagement (POE) is a term reserved for clients involved in the criminal justice system, including Criminal Justice Realignment, Unified Re-Entry, Pathways, and Drug Court. During the POE, the client shall decide if they are ready and willing to fully engage and participate in residential treatment.

The POE shall not exceed fourteen (14) consecutive days. Should the criminal justice-involved client discharge from residential treatment prior to the POE, Contractor shall notify the client's Probation Officer and Case Manager within twenty-four (24) hours following discharge. BHRS may use funds other than DMC to pay for residential treatment episodes where the POE was not met, and the episodes may not count toward the client's two (2) episode per three hundred sixty-five (365) day limit.

4. Unplanned or Early Terminations from All Levels of Care

For all unplanned or early terminations from treatment, Contractor shall notify Medi-Cal beneficiaries of Contractors intent to terminate service at least ten (10) days prior to end date or termination date, by providing the beneficiary with a Notice of Adverse Benefit Determination (NOABD). The NOABD shall clearly state the reason for early termination, and document previous attempts to communicate the possibility of discharge directly to the beneficiary and the treatment team when applicable. If the beneficiary is an imminent danger to themselves or others, or is gravely disabled, then Contractor may terminate services immediately and shall provide the beneficiary with a NOABD.

a. Contractor shall notify beneficiary's San Mateo County Case Manager immediately upon Contractor's knowledge of beneficiary's potential for early termination or AWOL, and no later than the same day the NOABD is issued.

b. Contractor shall notify the San Mateo County Case Manager via telephone and Avatar Consultation Request Form.

c. Should the beneficiary not be assigned to a San Mateo County Case Manager or should Contractor not know who the beneficiary's assigned Case Manager is, Contractor shall notify the San Mateo County RTX Team via telephone and Avatar Consultation Request Form.

d. Contractor shall consult and/or meet with the San Mateo County Case Manager and other individuals involved in the beneficiary's care prior to terminating the beneficiary from treatment and develop a mutually agreeable written plan to

keep the beneficiary in treatment and not terminate from care prior to the planned discharge date.

e. If Contractor and the San Mateo County Case Manager determine the beneficiary needs a higher Level of Care or may be best served by a different provider, then Contractor shall work with the Case Manager and the receiving provider to ensure transition of care without any gaps in treatment.

f. Contractor and the San Mateo County Case Manager will make every effort to maintain the beneficiary in treatment and not terminate from care prior to the planned discharge date. If Contractor has issued the beneficiary a NOABD, they may rescind it if they are successful in maintaining the beneficiary in care.

g. The NOABD outlines the beneficiary's rights to appeal early terminations from care. San Mateo County will review beneficiary appeals and may mandate the provider to re-admit the beneficiary into treatment should the appeal be found in the beneficiary's favor.

5. Case Management

Case management services complement treatment services to address areas in the client's life that may negatively impact treatment success and overall quality of life. Case management services connect clients to outside systems of care, such as mental health services and primary care services. Case management also helps clients transition through different levels of care in the SUD treatment continuum. Case management services shall be provided and documented in accordance with the procedures outlined in the Documentation Manual.

a. Case management services are available to all clients who enter SUD treatment.

i. Case management services shall be provided face-to-face, by telephone, or telehealth and may be provided in any appropriate setting in the community. If services are provided in the community, Contractor shall maintain confidentiality requirements/guidelines and document how confidentiality was maintained.

ii. Case management services shall include, but are not limited to the following:

1) Comprehensive assessment and reassessment to determine medical necessity of continuation of case management services;

2) Monitor client's progress and transition coordination to a higher or lower level of SUD care, as medically necessary;

3) Facilitate warm hand-off transition in SUD level of care, including into Recovery Services, and coordinating with and forwarding necessary documentation to the receiving provider.

4) Develop and revise treatment or recovery services plan as medically necessary;

5) Communicate, coordinate, refer and any related activities;

6) Monitor service delivery to ensure client access to service;

7) Patient advocacy, linkages to physical and mental health care, transportation to and retention in primary care services; and

8) Coordinate care and communicate with primary care, MAT or NRT provider, community health clinic and mental health provider to ensure a coordinated approach to client's treatment, and monitoring and follow up with other agencies regarding appointments or other services received by the client.

9) Coordinate care and communicate with County and State entities (Probation, Parole, Child Welfare, Courts, Housing providers, RTX, Pathways, IMAT, Service Connect, Drug Court, DUI Court, etc.) to align objectives and priorities and to ensure the social aspects of health and well-being are coordinated with health services.

10) Advocate for the client with health/social providers, County or community partners, the Courts, and others in the best interest of the client.

11) Help client apply for, keep, or transfer (as needed) benefits such as Medi-Cal, General Assistance, SSI/SSDI, CalWORKs, or housing subsidies.

12) Link clients to community resources or services that maximize independence and support recovery goals, including food banks or churches for groceries or meals, clothing assistance, transportation services, vocational services, and support for employment or education.

13) Case management shall be consistent with and shall not violate the confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law.

6. Physician Consultation

Physician Consultation Services include consultations between provider physicians and addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist provider physicians, allowing them to seek expert advice regarding the design of treatment plans for individual DMC beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence to treatment regiment, drug-drug interactions, or level of care considerations.

7. Recovery Services

Recovery Services shall be provided to clients following completion of treatment, when medically necessary. Recovery services may be provided face-to-face or by telephone with the client, in any appropriate setting in the community. Recovery services shall include:

a. Periodic outpatient counseling services in the form of individual or group counseling as needed to stabilize the client and reassess if client is in need of further care;

b. Recovery coaching, monitoring via telephone and internet;

c. Peer-to-peer services and relapse prevention;

d. Linkages to life skills, employment services, job training, and education services;

e. Linkages to childcare, parent education, child development support services, family/marriage education;

f. Linkages to self-help and support, spiritual and faith-based support; and

g. Linkages to housing assistance, transportation, case management, individual services coordination.

h. Avatar service codes for Recovery Services are:

Service Description	Service Code
Individual Counseling	AD501ODSRSI
Group Counseling	AD502ODSRSG
Case Management	AD503ODSRSCM
Recovery Monitoring	AD504ODSRSRM

8. Withdrawal Management

Contractor is encouraged to obtain withdrawal management (WM) certification. Once certified, Contractor shall provide WM services according to the ASAM Criteria, when medically necessary, in accordance with the client's individualized treatment plan. Avatar service codes for withdrawal management will be created upon Contractor certification.

Contractor shall ensure that clients receiving both residential services and WM services are monitored during the detoxification process. Withdrawal management services include the following:

a. ASAM 1.0-WM

Ambulatory withdrawal management without extended on-site monitoring. For clients in mild withdrawal who require daily or less than daily outpatient supervision.

b. ASAM 2.0-WM

Ambulatory withdrawal management with extended on-site monitoring. For clients in moderate withdrawal who require all day withdrawal management and support and supervision; at night, the client has a supportive family or living situation.

9. Community-Based Services

Contractors may provide outpatient or intensive outpatient services in any appropriate community setting based on client need.

a. All service locations shall comply with 42 CFR Part 2, and client confidentiality shall be maintained.

b. Contractor may provide services in multiple community settings. However, Contractor's staff may not be assigned a primary worksite that is not DMC certified without informing BHRS QM and BHRS AOD Administration. Contractor may be required to apply for DMC certification and SUDS licensure for that setting.

10. Telehealth

Contractor may utilize telehealth when providing treatment services only when the following criteria are met:

a. The professional determining medical necessity is located onsite, and the client receiving the services is located remotely.

b. All telehealth equipment and service locations comply with 42 CFR Part 2, and client confidentiality is maintained.

11. Additional DMC-ODS Services Required

The following services are also included in the DMC-ODS continuum of care, although they are not reimbursable by DMC. Contractor may provide the following services; however, Contractor shall refer clients to these services based upon client need, medical necessity, and client eligibility. Avatar service codes for additional DMC-ODS required services are:

Service Description	Service Code
Sober Living Environment	AD95

12. Contractor Requirements

a. Licensure/Agency

Contractor shall be licensed, registered, and DMC certified in accordance with applicable laws and regulations. Contractor shall comply with the following regulations and guidelines. In the event of a conflict between regulatory requirements, the more stringent provisions shall prevail.

i. Title 21, CFR Part 1300, et seq.,

ii. Title 42, CFR, Part 8;

iii. Drug Medi-Cal Organized Delivery System Special Terms and Conditions

iv. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1;

v. DHCS Alcohol and/or Other Drug Program Certification Standards;

vi. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; and

vii. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

b. Staffing Requirements

Contractor shall employ licensed or certified/registered counselors in accordance with Title 9, CCR, Division 4, Chapter 8 to provide covered services.

i. Professional staff must be licensed, registered, certified or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. A Licensed Practitioner of the Healing Arts (LPHA) includes the following:

1) Physician

2) Nurse Practitioners

3) Physician Assistants

4) Registered Nurses

5) Registered Pharmacists

6) Licensed Clinical Psychologists

7) Licensed Clinical Social Worker

8) Licensed Professional Clinical Counselor

9) Licensed Marriage and Family Therapists

10) License Eligible Practitioners working under the supervision of Licensed Clinicians

ii. Non-Professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. Non-professional staff shall be supervised by professional and/or administrative staff.

Contractor shall comply with HSC Section 11833(b)(1): Any individual who provides counseling services in a licensed or certified alcohol and other drug (AOD) program, except for licensed professionals, must be registered or certified with a DHCS approved certifying organization prior to providing counseling services.

In Fiscal Year 2019-2020, San Mateo County BHRS will establish a minimum expectation that a set percentage of Contractor's AOD counselors will be certified with a DHCC approved certifying organization. A Contractor not in compliance with the minimum expectation will be required to submit a request for a temporary exemption. The request will include justification for the exemption, and a plan with a timeline to meet the minimum expectation.

iii. Professional and Non-Professional staff shall have appropriate experience and all necessary training at the time of hiring.

iv. Registered and certified SUD counselors providing treatment services shall adhere to all certification requirements in the CCR Title 9, Division 4, Chapter 8 and HSC Section 11833 (b)(1).

v. Prior to delivery of services under this Agreement, Contractor shall employ a Medical Director enrolled with DHCS under applicable state regulations, screened as a limited categorical risk within one (1) year prior to serving as Medical Director in accordance with 42CFR455.50(a), and has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107.

vi. All staff of Contractor shall undergo fingerprint background checks prior to hiring or service delivery, whichever comes first in accordance with CFR 455.34.

vii. Prior to the delivery of services, all treatment staff shall be trained in ASAM criteria, which consists of two e-training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care".

c. Other Requirements

Contractor shall comply with all DHCS DMC-ODS mandated reporting requirements, and is required to inform BHRS QM and BHRS Program Analyst within forty-eight (48) hours after an occurrence, of the following:

i. Leadership or staffing changes.

ii. Organizational and/or corporate structure changes (example: conversion to non-profit status).

iii. Changes in the type of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.

iv. Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).

v. Change of ownership or location.

vi. Complaints regarding the provider

13. Client Eligibility

a. Clients are eligible to receive DMC-ODS services if they: (a) are receiving San Mateo County Medi-Cal benefits or are eligible to receive San Mateo County Medi-Cal benefits; (b) are not currently institutionalized; (c) have a substance use disorder per the most current published edition of the Diagnostic and Statistical Manual (DSM-V) and meet ASAM medical necessity criteria; and (d) are a San Mateo County resident.

b. Clients may also be eligible to receive treatment and recovery services under San Mateo County's DMC-ODS network of care using non-Medi-Cal funding if they: (a) do not have health care coverage; (b) are not currently institutionalized; (c) have a substance use disorder per the most current published edition of the Diagnostic and Statistical Manual (DSM-V) and meet ASAM medical necessity criteria; and (d) are a San Mateo County resident.

c. Contractor Responsibilities:

i. Contractor shall verify the client's residency status to ensure they are a San Mateo County resident. Homeless or transient clients shall be homeless or transient in San Mateo County. A statement of verification shall be kept in the client's file.

ii. Contractor shall verify the client's Medi-Cal eligibility status on a monthly basis. Verification of Medi-Cal eligibility shall be kept in the client's file.

d. Medical Necessity

i. Medical necessity shall be determined by the Medical Director, licensed physician, or LPHA. After establishing a DSM-V diagnosis, the diagnosing professional shall apply ASAM criteria to determine the appropriate level of care for placement.

ii. Medical necessity for adults age twenty-one (21) and over is determined by the following:

1) The individual has at least one (1) substance-related diagnosis from the DSM-V, excluding tobacco-related disorders.

2) The individual meets the ASAM Criteria definition of medical necessity to receive services.

iii. Medical necessity for youth and adults under the age of twenty-one (21) is determined by the following:

1) The individual is assessed to be at risk for developing a substance use disorder, and

2) The individual meets the ASAM Criteria definition of medical necessity for adolescent services.

iv. Medical necessity shall be re-evaluated and re-determined at each Treatment Plan update, each Level of Care change, and at least once every six (6) months for the duration of treatment services.

1) Narcotic Treatment Programs/Opioid Treatment Programs shall re-evaluate and re-determine medical necessity at least annually for the duration of treatment services.

14. Timely Access to Service

a. Contractor shall deliver the client's first appointment for outpatient or intensive outpatient services within ten (10) calendar days of the initial request.

b. Contractor shall deliver the client's first appointment for residential services within three (3) calendar days of the initial request.

i. Interim services shall be provided to injection drug using and perinatal services-eligible clients when residential services are not immediately available.

c. Contractor shall ensure that a client experiencing a medical or psychiatric emergency will be transported to the nearest hospital for treatment.

d. Contractor shall advise clients in the program of the County's twenty-four (24) hour on-call Access Call Center. Contractor shall advise clients how to receive treatment or other covered services after hours, weekends and holidays.

e. Contractor's hours of operation shall be no less than the hours of operation to non-Medi-Cal clients.

15. Coordination of Care

Contractor shall provide coordination of client care. Initial care coordination may be provided by the BHRS Residential Treatment Authorization Team (RTX), Whole Person Care (WPC) or Integrated Medication Assisted Treatment Team (IMAT). Once a client is enrolled in and connected to the SUD treatment program, care

coordination will be transferred to Contractor. Care coordination responsibilities will comply with those identified in the BHRS DMC-ODS Implementation Plan.

a. Contractor shall ensure coordination and continuity of care within the standards in accordance with 42 CFR 438.208.

b. Contractor shall ensure that through the course of coordinating care, the client's privacy is protected in accordance with all Federal and State privacy laws, including but not limited to 45 CFR 160 and 164, to the extent that such provisions are applicable.

c. Contractor shall ensure that female and transgender male clients have direct access to a women's health specialist, to provide routine and preventive health care services necessary, within the network for covered care. This is in addition to the clients designated source of primary care if that source is not a women's health specialist, pursuant to 42 CFR 438.206(b)(2).

d. Contractor shall provide treatment services to clients receiving Medication Assisted Treatment. Contractor shall communicate regularly with the prescribing physician(s) of client prescribed medications unless the client refuses to consent to sign a 42 CFR part 2 compliant Release of Information for this purpose.

16. Sharing Information with Clients

Contractor shall not prohibit or restrict any licensed, registered or certified professional staff, acting within their scope of practice, from advising or advocating on behalf of the client, for whom Contractor is providing SUD treatment from any of the following:

a. The client's health status, medical care or treatment options including any alternative treatment that may be self-administered.

b. Any information the client needs in order to decide among all relevant treatment options,

c. The risks, benefits and consequences of treatment or non-treatment,

d. The clients' right to participate in decisions regarding his/her healthcare including the right to refuse treatment and to express preference regarding future treatment decisions.

17. Laboratory Requirements

Contractor shall use testing services of certified laboratories that are in good standing to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) unless exempt from CLIA or are SAMHSA certified.

B. Non-Drug MediCal Organized Delivery System Services

Contractor shall provide substance use disorder (SUD) treatment and recovery services, with structure and supervision, to further a participant's ability to improve his/her level of functioning. Any program staff providing services to San Mateo County residents shall be certified or registered as defined in Title 9, CCR, Division 4, Chapter 8. SUD programs and facilities shall be licensed and/or certified by the DHCS Licensing and Certification Division.

1. Medication Assisted Treatment

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

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

a. Contractor shall work with identified Medi-Cal beneficiaries or uninsured individuals who meet at least two (2) of the following conditions:

i. Have or are at risk of a diagnosed substance use disorder;

ii. Are frequent users of the hospital emergency department (ED) and/or psychiatric emergency services (PES);

iii. Have complex mental health and physical health needs;

iv. Are largely homeless or at risk of homelessness; and/or

v. Are involved in the criminal justice system.

b. Contractor shall operate the MAT clinic in San Mateo to provide medication assisted treatment to the population above. Contractor shall maintain all required licenses and/or certifications required to operate the clinic.

c. The MAT clinic shall consist of:

i. A physician board certified in internal medicine, family practice, psychiatry or addiction medicine or a board certified advanced practice provider (nurse practitioner or physician assistant); the provider must have an X-waiver and experience in addiction medicine;

ii. Registered or Certified SUD Counselors/case managers to engage clients, coordinate client care, and provide intensive case management to connect and support clients' participation in ongoing services;

iii. A Medical Assistant and Administrative Assistant;

iv. Peer Recovery Coaches to assist with the transition of clients into the recovery community for peer to peer support. This component shall be provided through a subcontract with Voices of Recovery San Mateo County (VORSMC), a community-based organization currently under contract with BHRS to provide peer support services.

d. The MAT clinic shall provide the following:

i. Expanded use of the following medications:

1) Naltrexone - oral (ReVia) and extended release (Vivitrol), topiramate (Topamax), gabapentin (Neurontin), acamprosate (Campral), disulfiram (Antabuse), for the reduction of alcohol craving.

2) Naloxone (Narcan) – for opiate overdose prevention

3) Buprenorphine/naloxone (sublingual) and buprenorphine (sublingual and injectable).". (Note: Methadone will continue to be available through the licensed narcotic treatment program under ART)

4) Buproprion SR (Zyban or Wellbutrin), varenicline (Chantix), and nortriptyline – for smoking cessation, patches, gum, lozenges, nasal sprays, inhalers, and prescribed medications.

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

iii. Case Management

Case management services are provided to individuals receiving MAT services. Case Management is defined as a service that assists a beneficiary to access needed housing, medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of SUD care, integration around primary care, especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, when necessary. Case management services may be provided face-to-face, by telephone, or by telemedicine with the beneficiary and may be provided anywhere in the community. Services shall include:

1) Comprehensive assessment and periodic reassessment of individual needs to determine the need for continuation of case management services;

2) Transition to a higher or lower level of SUD of care;

3) Development and periodic revision of a client plan that includes service activities;

4) Communication, coordination, referral and related activities;

5) Monitoring service delivery to ensure beneficiary access to service and the service delivery system;

6) Monitoring the beneficiary's progress; and,

7) Patient advocacy, linkages to physical and mental health care, transportation and retention in primary care services.

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

9) Linkages to other services and supports including but not limited to housing and/or housing support services, employment services, educational resources, child care, community-based recovery support services, and others as identified.

e. Transfer Agreement

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

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

2. Sober Living Environments

Sober Living Environments (SLEs), are also known as Transitional Housing Units, Transitional Living Centers or Alcohol/Drug Free Housing. SLE services are provided for clients involved in Drug Court, Unified Re-Entry, Criminal Justice Realignment, and Pathways Court. SLEs do not provide SUD services or require licensure by DHCS. All SLE residents must be actively engaged in

a DHCS certified Outpatient or Intensive Outpatient Treatment program and all SUD treatment services are to be provided off-site.

a. Contractor shall provide monthly updates regarding client participation to their Case Manager and/or Probation Officer.

b. The SLE home shall be recovery conducive and space should be adequate to accommodate each individual comfortably and with dignity and respect.

c. Contractor shall establish and maintain a culture and environment that is welcoming and understanding to those they serve.

d. Sleeping rooms shall be adequate to provide a bed and private space for each resident. These areas shall not be used for any other purpose. The SLE shall comply with applicable guidelines of required square footage per resident and number of residents per room.

e. All residents shall have access to the: kitchen, refrigerator, stove, dining room, laundry facilities, restrooms, and showers to ensure basic needs are met.

f. The SLE shall post a written description of the procedural process regarding chores, assignment of roommates, and primary house rules in a space that is accessible to all residents.

g. Staffing is not required. At a minimum, Contractor shall have an individual be responsible for the safety of the facility, be available to maintain records, to collect rent (if applicable), to register and check-out residents, and to maintain rules of the house.

h. Contractor shall provide residents with copies of all policies, procedures, house rules and expectations during the interview process or at the time of admission. One policy shall address the use and possession of alcohol, marijuana, illegal substances and non-prescribed medications (excluding OTC). Contractor shall have written policies on sexual harassment and verbal abuse, weapons, filing a grievance and incident reporting.

i. Contractor shall have a written admission and discharge procedure at each SLE facility.

j. Admission and SLE residency documents shall be kept in a resident's file on the premises at all times.

k. Contractor shall have a written policy regarding the use and storage of residents' prescribed medications. Medications shall be properly secured. The SLE shall not dispense medication but shall ensure that it is stored securely by the resident.

l. Contractor shall comply with the provision of 42 C.F.R. Part 2.

m. Contractor shall permit and cooperate with BHRS performance monitoring and contract compliance.

3. Urinalysis Testing

Urinalysis (UA) Testing is a therapeutic intervention when deemed medically appropriate and is used to determine appropriate levels of client care. A positive UA test result may indicate a client's current level of care is not adequate and/or that the client treatment plan should be adjusted.

Contractor shall establish procedures which protect against falsification and/or contamination of any urine sample, and must document urinalysis results in the client's file.

C. Prevention Education and Collaboration

Contractor shall provide prevention activities for the following topics: alcohol, marijuana, opioids, and overarching prevention efforts. Each topic shall include one (1) or more of the following: community education, media education, policy advocacy, overarching activities, and social determinants of health.

1. Community Education

a. Attend national, state, and local conferences/trainings to learn evidence-based best practices for ATOD education.

b. Work with community partners to update education template.

c. Conduct outreach to at least thirty (30) organizations/groups including but not limited to PTAs, Board of Education, neighborhood associations, youth leadership groups, student body associations, Boys and Girls Clubs, churches,

community-based organizations, and YMCAs to conduct ATOD education presentations.

d. Conduct community presentations.

2. Media Education

Implement media education campaign to complement community education messages.

3. Policy Advocacy

a. Develop an AOD prevention policy template.

b. Meet with at least three (3) local policymakers to educate about the impacts of cannabis and gauge interest in policy options.

c. Provide information and technical assistance to policy makers as needed.

d. Coordinate community input into local policy processes.

e. Identify potential kiosk locations (such as pharmacies and police departments) for drug disposal program.

f. Conduct one-on-one educational meetings with potential kiosk locations to gauge interest in hosting a kiosk for drug disposal program.

4. Overarching Activities

a. Conduct at least monthly meetings with the youth program participants to provide them with the knowledge and skills to address ATOD and implement ATOD prevention program planning.

b. Youth program participants will engage in AOD-prevention related activity to demonstrate the knowledge and skills they gained from the program. Activities can include community presentations, PSAs, letters to the editor, presentation at a city council meeting, school board advocacy, etc.

c. Meet with AOD contract monitor in person or by phone at least monthly to provide updates and seek assistance.

d. Input into statewide database by the 5th of the month.

e. Administrative functions which will be measured through the annual site visit.

f. Attend monthly countywide meetings to coordinate AOD prevention strategies.

5. Social Determinants of Health

a. Conduct a literature review and analyze data, conduct three to five (3-5) focus groups, conduct ten (10) key informant interviews, write a summary of findings for city (one (1) for San Bruno, one (1) for Millbrae) to assess ATOD knowledge, attitudes and behaviors as well as the SDOHs that impact those behaviors.

b. Develop a report to justify addressing at least one (1) SDOH in your community.

c. Attend community meetings to build your organization's capacity to address the SDOH.

6. Local Innovations

a. Quarterly Speaker Engagements – Have topic experts discuss substance use issues.

b. Health Summit in two (2) locations of our CSA. Includes food and drinks, incentives, material development, presenter stipends, planning, outreach.

c. Health Meetings – Thirty (30) people, guest speakers, dialogue.

7. Contractor shall complete monthly and annual deliverables as described in Attachment A.

D. Priority Populations

Through the Substance Abuse Prevention and Treatment (SAPT) Block Grant, BHRS is required to serve priority population clients. Contractor shall establish partnerships for the provision of referral to interim or treatment services when capacity is not available, as described in the AOD Policy and Procedure Manual. Contractor shall give priority admission to the following populations, provided they are residents of San Mateo County and do not have health care coverage:

1. Pregnant females who use drugs by injection;

2. Pregnant females who use substances;

3. Other persons who use drugs by injection; and

4. As Funding is Available – all other clients with a SUD, regardless of gender or route of use, without insurance or for whom coverage is terminated for short periods of time.

II. ADMINISTRATIVE REQUIREMENTS

In providing its services and operations, Contractor shall maintain compliance with requirements of the AOD Policy and Procedure Manual, including additions and revisions, which are incorporated by reference herein.

A. System-Wide Improvements

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

1. Community Service Areas

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

2. External Quality Reviews

   DHCS has contracted with an External Quality Review (EQR) organization to conduct a review of the overall quality of services, service accessibility, and availability provided under the ODS. The EQR also requires annual Performance Improvement Projects (PIP) that improve both clinical and administrative performance of the ODS.

   a. Contractor shall participate in EQR focus groups, surveys, and other performance measurement and data collection activities.

   b. Contractor shall participate in all PIPs implemented by BHRS as part of the EQR process.

3. Direct Service Time

Contractor shall report the time spent providing direct services to clients. Contractors shall develop and implement a weekly direct service time target of fifty-five percent (55%) for staff who provide direct clinical, counseling, and/or treatment services to clients. Contractors may request assistance from BHRS in meeting this requirement.

a. A Contractor providing outpatient and intensive outpatient treatment services shall report the number of minutes spent providing intake, individual counseling, group counseling, individual patient education, group patient education, crisis intervention, treatment planning, case management, physician consultation, discharge services, and documentation of these services in Avatar.

b. A Contractor providing residential treatment services and enhanced services shall report the number of minutes spent providing intake, individual counseling, group counseling, individual patient education, group patient education, crisis intervention, treatment planning, case management, physician consultation, discharge services, and documentation of these services to the AOD program analyst on a quarterly basis.

B. Qualified Service Organization

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

1. Centralized screening, assessment, and treatment referrals;

2. Billing supports and services;

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

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

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

6. Education, training and technical assistance as needed.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that no aspect of its substance use treatment program services shall include any messaging in the responsible use, if the use is unlawful, of drugs or alcohol. This is including but not limited to: program standards, curricula, materials, and teachings. These materials and programs may include information on the health hazards of use of illegal drugs and alcohol, concepts promoting the well-being of the whole person, risk reduction, the addictive personality, development of positive self-esteem, productive decision-making skills, and other preventive concepts consistent with the "no unlawful use" of drugs and alcohol message. This does not apply to any program receiving state SAPT/NRC funding that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions, or persons at risk of HIV-infection through intravenous drug use. (Health and Safety Code Sections 11999-11999.3).

D. Restriction on Distribution of Sterile Needles

Contractor shall not use any SAPT Block Grant/NRC funds made available through this agreement to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug.

E. AVATAR Electronic Health Record

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

2. Contractor shall maintain compliance with all documentation, reporting, billing and all other data requirements as required in the BHRS Documentation Manual, Title 22, DMC-ODS STCs, the DHCS AOD Program Certification Standards, CalOMS Tx Data Collection Guide, DMC Billing Manual, and the AOD Policy and Procedure Manual, including additions and revisions.

3. Contractor shall submit electronically treatment capacity and waitlist data to DHCS via DATAR. Contractor shall comply with all BHRS tracking methods for client waitlist times and capacity. This information shall be used to determine unmet treatment needs and wait times to enter treatment.

4. Contractor shall participate in Avatar trainings and monthly Avatar User Group (AUG) meetings to ensure data quality and integrity, and provide input into system improvements to enhance the system.

F. Quality Management and Compliance

1. Clinical Standards of Care and Evidenced-Based Practices

All services provided under this agreement shall be safe, effective, patient centered, timely, culturally competent, efficient and equitable, as defined by the Institute of Medicine.

a. In providing its services and operations, Contractor shall maintain full compliance with the San Mateo County BHRS Standards of Care, Best Practice Guidelines for Working with Limited English Proficiency and LGBTQ Clients, Federal Cultural and Linguistic Access Standards (CLAS) requirements. Contractor shall comply with at least two (2) of the five (5) DMC-ODS Evidenced-Based Practices. Annually, Contractor shall provide a written report on the status of compliance with, and annual staff training on, the following:

   i. Standards of Care

   ii. Best Practice Guidelines for Working with Limited English Proficiency and LGBTQ Clients

   iii. At least two (2) of the DMC-ODS Evidenced-Based Practices. The DMC-ODS Evidenced-Based Practices include: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment, and Psycho-Education

   iv. Federal CLAS requirements

2. Complex Clients and Co-occurring Disorders

   a. Contractor shall implement co-occurring capable policies, procedures, assessments, treatment planning, program content, and discharge planning. Contractor shall coordinate and collaborate with behavioral and physical health services, and: initiate and coordinate with mental health services when appropriate, provide medication monitoring, coordinate with primary health services, and addiction and psychological assessment and consultation.

   b. Contractor shall not exclude from treatment, persons who require high risk, specialized services or special health needs. Contractor shall work with the health care providers of clients with special health care needs. Contractor shall collaborate with BHRS and other service providers to meet the identified needs of such clients. Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of services solely because of the client's diagnosis, type of illness, or condition

of the client. Contractor shall provide Medi-Cal beneficiaries with a NOABD each time Contractor denies or reduces the amount, duration, or scope of services the beneficiary is receiving.

i. Contractor shall seek ongoing training and support for staff to stay current with best practices for serving individuals with co-occurring disorders.

ii. A Contractor that provides SAPT Block Grant Perinatal services to pregnant and postpartum individuals shall comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women, and with the DHCS Perinatal Practice Guidelines.

iii. Women, transgender men, and gender nonconforming Medi-Cal beneficiaries who are pregnant or up to sixty (60) days postpartum are eligible to receive DMC-ODS Perinatal services.

iv. A Contractor that provides adolescent treatment services shall comply with the Youth Treatment Services Guidelines. Assessments and services for adolescents shall follow the ASAM Adolescent Treatment Criteria.

3. 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 ten (10) days of referral or request of service for outpatient services; twenty-four (24) hours for residential treatment; and three (3) calendar days for NRT.

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

a. Contractor shall have an established Quality Improvement (QI) plan and committee.

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

c. Contractor shall establish and/or maintain mechanisms whereby processes and practices at the organizational level; which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment, will be identified and addressed. An analysis of policies and practices which create barriers for complex clients shall be included.

4. Grievance Process

Contractor shall notify beneficiaries of their right to the following:

a. a state fair hearing, how to obtain a hearing and representation rules at the hearing;

b. file grievances and appeals, and the requirements and timeframes for filing;

i. Beneficiaries may file a grievance, either orally or in writing, either with DHCS, the County, or the Contractor
ii. Beneficiaries may request assistance with filing grievances and appeals

i. If the beneficiary is grieving or appealing the termination, denial, or a change in type or frequency of services, the beneficiary may request services be continued during the appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.

c. give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal.

5. Referring Individuals to Psychiatrist

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

6. Medication Storage and Monitoring

For Contractors that provide or store medications: Contractor shall store and monitor medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for monitoring, 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 staff authorized to monitor 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. Over the counter medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

7. Record Retention

Paragraph 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of

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

8. 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. 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.

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

9. Audits

Behavioral Health and Recovery Services QM and/or BHRS analyst 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 DHCS 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.

Contractor shall accommodate and cooperate with unannounced chart audits, chart reviews, site visits, and grievance/complaint investigations by BHRS staff with or without advance notice. BHRS has the right to audit, evaluate, inspect any books, records, charts, contracts, computer or other electronic systems of the Contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time. Contractor shall make available, for purposes of an audit, evaluation,

or inspection, its premises, physical facilities, equipment, books, records, charts, contracts, computer or other electronic systems related to DMC, SAPT, or any service funded by this contract.

If deficiencies are found during an audit or utilization review of Contractor's services, Contractor shall develop a Corrective Action Plan (CAP) to include the following:

a. Address each demand for recovery of payment and/or programmatic deficiency;

b. Provide a specific description of how the deficiency will be corrected;

c. Specify the date of implementation of the corrective action; and

d. Identify who will be responsible for ongoing compliance.

BHRS will review and approve or require additional changes to the CAP. Contractor failure to submit a CAP within the required timeframe and failure to complete, fully implement, or sustain a CAP over time may result in withheld or denied payments, penalty fees, or termination of this agreement.

10. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

ii. Contractor shall participate in Treatment Perception Survey collection processes. Treatment Perception Surveys collect client satisfaction data. Contractor may solicit additional feedback from service recipients and family members. All feedback surveys shall be incorporated into Contractor quality improvement processes and plans.

iii. Contractor shall develop and administer client and family satisfaction surveys on an annual basis for quality improvement and quality assurance purposes.

b. Client/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.

11. Beneficiary Brochure and Provider Lists

Contractor shall provide Medi-Cal beneficiaries new to BHRS with a Member Handbook at the time of their first service from Contractor. The Member Handbook may be downloaded using this link: https://www.smchealth.org/sites/main/files/file-attachments/dmc-ods_member_handbook_072018.pdf.

Contractor is 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.

12. Notice of Adverse Benefit Determination

a. Contractor shall issue Medi-Cal beneficiaries a written Notice of Adverse Benefit Determination (NOABD) each time the beneficiary's service is denied, delayed, terminated, or there is a change in the amount, scope, or duration of the treatment service from what was requested by the beneficiary. Contractor shall use the appropriate BHRS provided templates when issuing a NOABD. The NOABD shall meet the requirements of 42 CFR 438.404.

b. BHRS will conduct random reviews of Contractor to ensure compliance with NOABD requirements.

13. Certification and Licensing

a. SUD Treatment Services

i. Contractors providing SUD treatment services to San Mateo County residents shall be certified and/or licensed by DHCS Licensing and Certification Division. Contractor shall maintain all applicable certifications through San Mateo County and/or DHCS to provide any of the following reimbursable services: Substance Abuse and Treatment Services, and Drug Medi-Cal reimbursed services.

ii. Contractor shall submit a copy of any licensing complaint, deficiency findings, or corrective action report issued by a licensing agency to BHRS QM and the AOD Administrator or their designee, within two (2) business days of Contractor's receipt of any such licensing report.

iii. Should Contractor cease to offer a DMC-ODS service, Contractor will work with BHRS to ensure participating clients are successfully transferred to another DMC-ODS provider.

iv. Contractor shall provide written notification to the AOD Administrator of any changes in DMC-ODS offered services at least ninety (90) days prior to implementing the changes in services.

b. DMC-ODS SUD Treatment Services

i. If at any time, Contractor's license, registration, certification, or approval to operate a substance use disorder program or provide a DMC-ODS covered service is revoked, suspended, modified, or not renewed outside of DHCS, the Contractor shall notify DHCS Fiscal Management & Accountability Branch by e-mail at DHCSMPF@dhcs.ca.gov and the BHRS Program Analyst within two (2) business days of knowledge of such change.

ii. Contractor's certification to participate in the DMC program shall automatically terminate in the event the Contractor or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

iii. If Contractor is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the Contractor from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about Contractor's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to Contractor pursuant to W&I Code, Section 14107.11 and Code of Federal

Regulations, Title 42, section 455.23. DHCS will authorize BHRS to withhold payments from the DMC Contractor during the time a Payment Suspension is in effect.

14. Licensing Reports

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

15. 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.

i. On an annual basis, Contractor shall require all staff accessing client PHI or PI to sign a confidentiality statement that includes, as a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies.

c. Contractor shall install and actively use comprehensive antivirus software on all workstations, laptops and other systems that process and/or store PHI or PI. The antivirus software solution must have automatic updates scheduled at least daily.

d. All workstations, laptops and other systems that process and/or store PHI or PI shall have critical security patches applied, with system reboot if necessary. Contractor shall document the patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this timeframe due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

e. 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:

i. 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;

ii. 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

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

f. 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.

16. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) and the BHRS analyst (via fax # 650-802-6440) when there are unusual events including

but not limited to: an accident, medication error, violence or significant injury requiring medical treatment of client, staff or member of the community, death of a client, police activity, 9-1-1 call, suicide attempt, or threat to the health or safety of client, staff or member of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

Incident reports are confidential however discussion may occur with 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.

a. Contractor shall submit the written Critical Incident report via fax on the same day the incident occurred, or within twenty-four (24) hours.

b. Contractor shall not file or reference a Critical Incident report in the client's chart. However, Contractor shall document the circumstances of the event and services provided.

c. Contractor shall not collect and submit Critical Incident reports in batches.

d. Contractor shall not permit hard copies or electronic copies of the Critical Incident report to be kept by the person reporting the incident. Internal copies may only be maintained by the Contractor's compliance officer/quality management as part of quality oversight. These shall be stored in a secure location without general access. All other copies shall then be shredded or deleted.

e. Contractor shall also comply with DHCS Licensing and Certification Branch Unusual Incident reporting guidelines. The Contractor shall make a telephonic report to the DHCS Complaints and Counselor Certification Division within one (1) working day for any of the following events: client deaths from any cause, any client injury requiring medical treatment, all cases of communicable disease reportable under HSC Section 3125 or California Administrative Code Title 17 Sections 2500, 2502, or 2503, poisonings, natural disasters, and fires or explosions that occur on the premises. The telephonic report shall be followed by a written report to DHCS within seven (7) days of the event using form DHCS 5079: https://www.dhcs.ca.gov/formsandpubs/forms/forms/sudcd/dhcs_5079.pdf

17. 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.

18. 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.

19. 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:

a. 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

b. 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.

20. Staff Termination

Contractor shall inform BHRS, within two (2) business days, 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.

21. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to

implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

G. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 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 at ode@smcgov.org to plan for appropriate technical assistance.

I. 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.

J. Surety Bond

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

K. Control Requirements

Contractor shall be familiar and implement the laws, regulations, codes and guidelines listed in Attachment L. Contractor shall assure that its Subcontractors are also familiar with such requirements.

Contractor shall establish written policies and procedures consistent with the requirements identified in Attachment L. Contractor shall be held accountable for audit exceptions taken by the State for any failure to comply with these requirements.

DMC Contractor will fulfill the requirements of 42 CFR Part 438 et seq (managed care) that are appropriate to the service or activity covered under this contract.

Attachment L is subject to modifications by federal, state and local regulations that are applicable to the Intergovernmental Agreement.

L. Trafficking Victims Protection Act of 2000

Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 1702: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim.

III. PERFORMANCE STANDARDS, GOAL AND OBJECTIVE

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

PERFORMANCE STANDARDS:

A. Timely Access to Care: Contractor shall track and document timely access data, including the date of initial contact, the date of first offered appointment, and the date of first actual appointment, using the UCLA ASAM Level of Care spreadsheet.

1. For Outpatient and Intensive Outpatient Treatment Services, the first appointment shall occur no later than ten (10) days after the initial request for services.

2. For Residential Treatment Services, the first appointment shall occur no later than three (3) days after the referral was received, if the Contractor has capacity to admit the client.

3. For Urgent Treatment Services (Residential Withdrawal Management), the first appointment shall occur within twenty-four (24) hours of the initial request for services, if the Contractor has capacity to admit the client.

B. Transitions Between Levels of Care: Both the admitting and discharging Contractors shall be responsible for facilitating the client's transition between levels of care, including assisting the client in scheduling their first appointment and ensuring a minimal delay between discharge and admission at the next level of care, providing or arranging for transportation as appropriate, and documenting the transition in the client's chart.

1. Transitions between levels of care shall occur within ten (10) business days from the time of the ASAM LOC Re-Assessment indicating the need for a different level of care.

2. At least seventy-five percent (75%) of clients discharged from Residential Treatment are subsequently admitted to another level of care (IOP, OP or Recovery Services) within ten (10) business days from the date of discharge.

3. At least seventy-five percent (75%) of clients discharged from Residential Withdrawal Management care are subsequently admitted to another level of care within ten (10) business days from the date of discharge.

4. At least fifty percent (50%) of clients discharged from Intensive Outpatient or Outpatient Treatment are subsequently admitted to another level of care (including Recovery Services) within ten (10) business days from the date of discharge.

C. Care Coordination: Contractors shall ensure 42 CFR compliant releases are in place for all clients in order to coordinate care. The Contractor shall screen for and link clients with mental health and primary care, as indicated.

1. One hundred percent (100%) of clients are screened for mental health and primary health care needs.

2. At least seventy percent (70%) of clients who screen positive for mental health disorders have documentation of referrals to and coordination with mental health providers.

3. At least eighty percent (80%) of clients who screen positive for primary health care needs have documentation of referrals to and/or coordination with primary care providers.

D. Medication Assisted Treatment: Contractors shall have procedures for referrals to and integration of medication assisted treatment for substance

use disorders. Contractor staff shall regularly communicate with physicians of clients prescribed these medications unless the client refuses to sign a Release of Information.

1. At least eighty percent (80%) of clients with a primary opioid or alcohol use disorder will be referred for a MAT assessment and/or MAT services.

E. Culturally Competent Services: Contractors shall be responsible for providing culturally competent and linguistically appropriate services. Translation and interpretation services shall be available to all clients, as needed and at no cost to the client.

1. One hundred percent (100%) of clients who speak a threshold language are provided services in their preferred language.

2. One hundred percent (100%) of clients who read a threshold language are provided written treatment materials in their preferred language.

GOAL AND OBJECTIVE

GOAL: Program participants will achieve a successful treatment discharge.

OBJECTIVE: No less than fifty-eight percent (58%) of participants will have a successful treatment discharge. Successful treatment discharge occurs when a program participant completes his/her treatment/recovery plan or is transferred for continued treatment.

*** END OF EXHIBIT A.1.2 ***

EXHIBIT B.1.2 – PAYMENTS AND RATES
HEALTHRIGHT 360
FY 2019 – 2021

In consideration of the services provided by Contractor in Exhibit A.1.2, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Policy and Procedure Manual located at: http://www.smhealth.org/bhrs/aod/reqs.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed TEN THOUSAND SIX HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS ($10,679,744).

B. Drug MediCal Organized Delivery System SUD Treatment Services

The maximum amount County shall be obligated to pay for DMC-ODS services shall not exceed SEVEN MILLION FIVE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED NINETY DOLLARS ($7,533,190) for the term of the agreement.

1. FY 2019 – 2020

Contractor shall be paid a maximum of THREE MILLION SIX HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED FORTY DOLLARS ($3,692,740). Contractor shall submit monthly invoices for payment. Invoice amounts shall be for the Contractor actual monthly costs, or an advance payment in the amount of THREE HUNDRED SEVEN THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS ($307,728), whichever is less. Contractor will submit invoices on forms and in manner prescribed by the County.

i. ASAM 3.3 – HR360, SF located at 815 Buena Vista Avenue West, San Francisco, CA

County shall pay Contractor at a rate of TWO HUNDRED EIGHT DOLLARS ($208) per client, per day, on a fee for services basis, for ASAM 3.3 services.

2. FY 2020 – 2021

Contractor shall be paid a maximum of THREE MILLION EIGHT HUNDRED FORTY THOUSAND FOUR HUNDRED FIFTY DOLLARS ($3,840,450). Contractor shall submit monthly invoices for payment. Invoice amounts shall be for the Contractor actual monthly costs, or an advance payment in the amount of THREE HUNDRED TWENTY THOUSAND THIRTY-SEVEN DOLLARS ($320,037), whichever is less. Contractor will submit invoices on forms and in manner prescribed by the County.

ii. ASAM 3.3 – HR360, SF located at 815 Buena Vista Avenue West, San Francisco, CA

County shall pay Contractor at a rate of TWO HUNDRED SIXTEEN DOLLARS AND THIRTY-TWO CENTS ($216.32) per client, per day, on a fee for services basis, for ASAM 3.3 services.

3. Where Contractor requires payment advances, Contractor assures the County that an advance is necessary in order to maintain program integrity. Contractor will not use County funds to provide working capital for non-County programs. Where possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

4. County shall make monthly payments to Contractor for invoiced amounts within thirty (30) days of receipt of invoices.

5. Costs for room and board services must be claimed as a separate line item in invoices and reported in cost reports separately and distinctly from residential treatment services using the methodology for claiming and reporting for room and board services as approved by the County.

6. Billing for DMC Services

a. Contractor shall bill BHRS for services provided to Medi-Cal clients, covered under the DMC-ODS.

b. Contractor must follow the process established under DHCS ADP Bulletin 11-01, for clients that have other healthcare coverage (OHC) in addition to Medi-Cal including future DHCS process updates for DMC claims for clients with OHC: http://www.dhcs.ca.gov/services/MH/MHSUD/Documents/ADP_Bulletins/ADP_11-01.pdf.

c. Services covered through another healthcare provider shall not be reimbursed through the County. Contractor shall bill the other healthcare coverage for which the client is a beneficiary. If Contractor is not a member of the provider network for that healthcare coverage, Contractor shall then refer client to the healthcare provider network

7. DMC-ODS Administrative Requirements

a. Contractor may not use allocated DMC State General Funds to pay for any non-DMC services. In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for MediCal Administrative Activities (MAA).

b. DMC rates are contingent upon legislative action of the annual State Budget and/or the approval of the DMC-ODS plan. All claims must be documented in accordance with DHCS DMC Provider Billing Manual, DMC rules, guidelines, timelines, and must be provided by staff who are lawfully authorized to provide, prescribe and/or order these services within the scope of their practice and/or licensure.

c. Contractor shall prepare and retain for DHCS review as needed the following forms: a) multiple billing overrider certification (MC 6700), document 2K; b) Good Cause Certification (6065A) document 2L(a); and Good Cause Certification (6065B) Document 2LB. In the absence of good cause documented on the GCC 6065 a or b form, claims that are not submitted within thirty (30) days of the end of the month of service will be denied.

d. The existence of good cause shall be determined by DHCS in accordance with Title 22, CCR, Sections 51008 and 51008.5.

e. DMC services are jointly funded by Federal Financial Participation (FFP) and matching State and local dollars. FFP is the Federal share of reimbursement for eligible services

delivered to MediCal clients as define by CCR Title 9, Section 1840.1000. Contractor will meet the FFP eligibility criteria.

8. Cost Report / Unspent Funds

a. Contractor shall complete and certify State DMC year-end cost report forms. Contractor shall submit completed forms and certification to County no later than August 30th after the end of the fiscal year.

With the cost report, Contractor shall submit a written reconciliation of the total units of services delivered under this agreement with the total number of units reported by Contractor to the County data system. The County reserves the right to withhold payment due to Contractor under this Agreement or subsequent year's Agreement until such time as Contractor submits the required cost report and reconciliation report to the County.

b. If the annual cost report provided to County shows that total payment to Contractor exceeds the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the total amount of the unearned funds shall be made by Contractor to County, unless otherwise authorized by the BHRS Director. This payment shall be submitted with the cost report.

c. If the annual cost report provided to County shows that Contractor had costs that were higher than the payments received (and less than the Agreement maximum), Contractor may submit an invoice to the County for any additional amount owed up to the balance of the Agreement maximum. County will make payment for approved costs within forty-five (45) days of receipt of such invoice.

d. Contractor may request that contract savings or "unspent funds" within the Agreement maximum are expended by Contractor in the following year, provided that these funds are expended for SUD services approved by County in accordance with the following procedures. County reserves the right to deny the request and is under no obligation to approve unspent funds from the previous year (no multiple year roll over.)

i. Contractor shall submit a detailed budget and summary calculation of any savings ninety (90) days after end of the fiscal year. The detailed budget and

summary calculation will be a separate report from the year-end cost report.

ii. At the time of the submission of the detailed budget and summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or the Director's designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget by expenditure line items. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved. If approved, the Agreement for the succeeding fiscal year will be amended as necessary to include the approved rollover amount.

iii. Unspent funds may only be used for one-time expenses and not for ongoing costs. Unspent funds will be reimbursed based on actual expenditures incurred and submitted as a separate line item in invoices.

9. Additional forms and/or information may be required in support of Cost Report data at discretion of the County.

C. Non-Drug MediCal SUD Treatment Services

1. Cost Reimbursement with Maximum Allocation

Health Plan of San Mateo (HPSM) funded Contractors shall receive a fixed advance monthly payment in the initial phases of the program up to a maximum allocation. Total payments made by the County shall be reconciled to Contractor actual costs at the end of each fiscal year. Unearned funding shall be returned to the County within 45 days of fiscal year end, unless otherwise authorized by the BHRS Director. Once service data and rates are established, the HPSM Agreement shall be amended and Contractor shall be paid on a fee for services basis with a maximum allocation.

2. Medication Assisted Treatment Services

The maximum amount County shall be obligated to pay for Medication Assisted Treatment shall not exceed ONE MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS ($1,748,886) for the term of the agreement.

a. FY 2019 – 2021

County shall pay Contractor one twelfth (1/12th) the amount or SEVENTY-ONE THOUSAND FOUR HUNDRED FORTY-ONE DOLLARS ($71,441), for a total of EIGHT HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED NINETY-SEVEN DOLLARS ($857,297).

b. FY 2020 – 2021

County shall pay Contractor one twelfth (1/12th) the amount or SEVENTY-FOUR THOUSAND TWO HUNDRED NINETY-NINE DOLLARS ($74,299), for a total of EIGHT HUNDRED NINETY-ONE THOUSAND FIVE HUNDRED EIGHTY-NINE DOLLARS ($891,589).

c. Contractor shall submit a monthly invoice to include an itemized list of actual costs expended for services delivered and are subject to approval by the BHRS Program Manager. Total payments made by the County shall be reconciled to Contractor actual costs at the end of each fiscal year. Unearned funding shall be returned to the County within 45 days of fiscal year end, unless otherwise authorized by the BHRS Director.

3. Sober Living Environment

The maximum amount County shall be obligated to pay for a Sober Living Environment shall not exceed SIXTY THOUSAND DOLLARS ($60,000) for the term of the agreement.

a. FY 2019 – 2020

County shall pay contractor at a rate of TWENTY-EIGHT DOLLARS ($28.00) per client, per day, on a fee-for-service basis, not to exceed THIRTY THOUSAND DOLLARS ($30,000).

b. FY 2020 – 2021

County shall pay contractor at a rate of TWENTY-EIGHT DOLLARS ($28.00) per client, per day, on a fee-for-service basis, not to exceed THIRTY THOUSAND DOLLARS ($30,000).

D. Prevention Education and Collaboration

The maximum amount County shall be obligated to pay Contractor for Prevention Education and Collaboration Services shall not exceed TWO HUNDRED NINETY-TWO THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS ($292,668). Contractor shall be reimbursed based upon completion of activities as described in Attachment B2 – Deliverables Payment.

1. For the term July 1, 2019 through June 30, 2020, Contractor shall be paid up to ONE HUNDRED FORTY-ONE THOUSAND SEVENTY-TWO DOLLARS ($141,072), based upon completion of activities.

2. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid up to ONE HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED NINETY-SIX DOLLARS ($151,596), based upon completion of activities.

3. Performance Requirements

   Contractor will invoice for completed activities based on Price per Event costs outlined in Attachment B2 – Deliverables Payment. Adequate supporting documents will be submitted as stipulated in the Documents column of Attachment A2 – Deliverable Options. County and Contractor agree, in the event that Contractor fails to complete the deliverables as described in Attachment B2 – Deliverables Payment to the satisfaction of the County, Contractor shall invoice monthly for deliverables completed during the previous month.

4. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables as described in the approved Attachment B2 – Deliverables Payment.

   a. Contractor will provide the deliverables described in the approved Activities column.

   b. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Analyst on a quarterly basis. Any incomplete Major Activities may result in a corrective action plan, or may result in the delay or withholding of future payments

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

Contractor reimbursing the County for the contract value of any and all unmet Major Activity deliverables.

E. All Services

1. Cost Settlement

Settlements of total amount due to Contractor for services provided will be made at the following times:

a. Filing of monthly Revenues and Expenditures Reports. Contractor shall submit a monthly Revenues and Expenditure Report to the BHRS Program Analyst.

b. Filing of quarterly Budget Monitoring Reports. Contractor shall submit a quarterly Budget Monitoring Report using the BHRS provided template.

c. Filing of Cost Report. At the time that the Contractor submits the DHCS Cost Report to the County, Contractor shall reconcile all actual costs with payments received. Contractor shall submit an invoice to the County for any balance due or shall submit a check to the County for any unearned amount. Any balances due or unearned amounts will have been adjusted to account for any subsequent known disallowances for DMC services.

DMC Cost Report requirements are described in section V.

d. Subsequent to the filing of the County DMC Cost Report to the State DHCS, there may be a secondary settlement required if it is determined that units and/or costs previously submitted by the Contractor are eligible or ineligible for reimbursement. Notice for any settlement under this provision will be sent by the County to the Contractor within 60 (sixty) days of the time in which the County files the DMC Cost Report.

e. It is anticipated that DHCS will make payment to the County of any outstanding claims approximately eighteen (18) months following the close of the fiscal year. At that time there may be reconciliation with DHCS of outstanding County claims that may result in disallowed units or costs previously submitted for payment. Notices for any settlement under this provision will be sent by County to Contractor within sixty (60) days of receipt from DCHS of the total reconciliation of units of service. The County may choose to appeal any such

disallowances, and therefore reserves the right to defer any reconciliation with Contractor until the resolution of any such appeal.

f. A final reconciliation and settlement is anticipated subsequent to the audit of the County's DMC Cost Report by DHCS. Notices for any settlement under this provision will be sent by County to Contractor within sixty (60) days of receipt from DCHS of the final audit determination. The County may choose to appeal any audit disallowances, and therefore reserves the right to defer final reconciliation of payments to Contractor until resolution of any such appeal.

g. If the Contractor has acted in good faith to ensure staff and programs completely comply with County's direction and requirements, to the extent that Contractor audit findings are the result of County's directions and requirements and not from Contractor's errors or omissions, Contractor shall not be held responsible for such audit findings. If the Contractor disagrees with a negative audit finding, Contractor may appeal that decision to the BHRS Director, who shall have final authority to determine Contractor's responsibility for the audit finding.

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

3. Modifications to the allocations in Paragraph A of this Exhibit B.1.2 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.

4. 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.

5. 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.

6. 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 the Chief of San Mateo County Health or designee.

7. 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.

8. 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).

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

10. Monthly Invoice and Payment

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

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

Contractor shall set and collect client fees from non Medi-Cal beneficiaries based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

11. 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.

12. Adjustments may be made to the total of the Agreement and amounts may be withheld from payments otherwise due to the Contractor for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A.1.2.

13. 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.

14. 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 San Mateo County BHRS Quality Improvement Manager.

    Contractor shall maintain for review and audit and supply to County and/or DHCS upon request, adequate documentation of all expenses claimed pursuant to this Intergovernmental Agreement to permit a determination of expense allowability.

    If the allowability or appropriateness of an expense cannot be determined by County or DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles and generally accepted governmental audit standards, all questionable costs may be disallowed by County or DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may be made for the amount substantiated and deemed allowable. Invoices, received from a Contractor and accepted and/or submitted for payment by County, shall not be deemed evidence of allowable Intergovernmental Agreement costs.

    It is understood and agreed that failure by the County or Contractor to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for the State to deny payments to and/or recover payments from the County and/or

terminate the Contractor from DMC program participation. If the State or the Department of Health Care Services (DHCS) disallows or denies payments for any claim, County shall repay to the State the federal Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a).

Reimbursement for covered services, other than NTP services, shall be limited to the lower of:

a. Contractor's usual and customary charges to the general public for the same or similar services;

b. Contractor's actual allowable costs.

15. Substance Abuse Prevention and Treatment Funding

Contractor shall comply with the SAPT Block Grant financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30.

Pursuant to 42 U.S.C. 300x-31, Contractor shall not use SAPT Block Grant funds provided by the Intergovernmental Agreement on the following activities:

a. Provide inpatient services;

b. Make cash payment to intended recipients of health services;

c. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;

d. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;

e. Provide financial assistance to any entity other than a public or nonprofit private entity;

f. Pay the salary of an individual through a grant or other

extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm;

g. Purchase treatment services in penal or correctional institutions of this State of California; and

h. Supplant state funding of programs to prevent and treat substance abuse and related activities.

16. County May Withhold Payment

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

17. 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.

18. 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.

a. Option One

i. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B.1.2. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

ii. 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.

a. Option Two

i. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B.1.2. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to

the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.

ii. 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.

19. 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.

20. Claims Certification and Program Integrity

a. 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.

b. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A.1.2 of

this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____California, on _____20___

Signed _____ Title_____

Agency _____ "

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

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

ii. The beneficiary was eligible to receive services described in Exhibit A.1.2 of this Agreement at the time the services were provided to the beneficiary.

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

iv. 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.

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

vi. 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.

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

d. Except as provided in Paragraph II.F.7. of Exhibit A.1.2 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

21. Audit Requirements

All expenditures of County realignment funds, state and federal funds furnished to the Contractor are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) 2 CFR 200 and/or any independent Contractor audits or reviews.

In addition to requirements below, Contractor shall be in compliance with federal Single Audit requirements as a designated sub-recipient of federal funding. Contractor agrees to amend this agreement during the contract term to add federal Uniform Guidance compliance requirements.

Objectives of audits may include, but not limited to, the following:

a. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;

b. To validate data reported by the Contractor for prospective

Intergovernmental Agreement negotiations;

c. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;

d. To determine the cost of services, net of related patient and participant fees, third- party payments, and other related revenues and funds;

e. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and State Agreement with the State requirements, and/or;

f. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation.

Unannounced visits may be made at the discretion of the State and/or County.

The refusal of the Contractor to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.

County shall monitor the activities of Contractor to ensure that:

a. Contractor is complying with program requirements and achieving performance goals; and

b. Contractor is complying with fiscal requirements, such as having appropriate fiscal controls in place, and using awards for authorized purposes.

Contractor shall be responsible for any disallowance taken by the Federal Government, the State, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein.

Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting single or program-specific audit reports, or failure to comply with all other audit requirements. Should such sanctions be due to noncompliance by the Contractor,

such sanctions will be passed on to the Contractor by the County. The sanctions may include:

a. Withholding a percentage of federal awards until the audit is completed satisfactorily;

b. Withhold or disallowing overhead costs;

c. Suspending federal awards until the audit is conducted; or

d. Terminating the federal award.

22. Drug Medi-Cal Financial Audit Requirements

In addition to the audit requirements, the State may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:

a. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;

b. To ensure that only the cost of allowable DMC activities are included in reported costs;

c. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS- Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov for comparison to the DMC cost per unit;

d. To review documentation of units of service and determine the final number of approved units of service;

e. To determine the amount of clients' third-party revenue and MediCal share of cost to offset allowable DMC reimbursement; and

f. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.

23. Contractor shall be responsible for any disallowances taken by the 3Federal Government, the State, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities.

Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.

Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within six (6) months from the date of the plan.

24. DMC Record Keeping

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit Intergovernmental Agreement performance and Intergovernmental Agreement compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

a. Contractor shall include in any Agreement with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.

b. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.

c. Accounting records and supporting documents shall be retained for a ten (10) year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.

d. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

e. Should Contractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety, Contractor shall provide fiscal and program records for the Agreement period to the County. Records shall be provided in compliance with the State Administrative Manual (SAM), located at http://sam.dgs.ca.gov/TOC/1600.aspx.

The Contractor shall retain all records required by Welfare and Institutions Code section 14124.1, 42 CFR 433.32, and California Code of Regulations, Title 22, Section 51341.1 et seq. for reimbursement of services and financial audit purposes.

f. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

g. Contractor shall retain records of utilization review activities required for a minimum of ten (10) years.

In addition, Contractor shall, upon request, make available to the County and/or the State their fiscal and other records to assure that Contractor has adequate recordkeeping capability and to assure that reimbursement for covered DMC services is made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:

- Provider ownership, organization, and operation;
- Fiscal, medical, and other recordkeeping systems;
- Federal income tax status;
- Asset acquisition, lease, sale, or other action;
- Franchise or management arrangements;
- Patient service charge schedules;
- Costs of operation;
- Cost allocation methodology;
- Amounts of income received by source and purpose; and

- Flow of funds and working capital.

25. Dispute Resolution Process

a. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, County shall, at the Contractor's request, request an appeal to the State. Contractor must file such an appeal of State audit findings with the County. The appeal must be in writing and sent to the County AOD Administrator within thirty (30) days of receipt of the audit findings.

b. When a financial audit is conducted by the County with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, the Contractor may file a written appeal by email or facsimile with the Director of Behavioral Health and Recovery Services. The appeal must be sent within thirty (30) days of receipt of the audit findings from the County.

The County will respond to an appeal within ten (10) business days of receiving it, and the County may, at its election, set up a meeting with the Contractor to discuss the concerns raised by the appeal. The decision of the County will be final. The appeal letter must be sent as follows:

Director, Behavioral Health and Recovery Services
c/o Ritu Modha
rmodha@smcgov.org
Facsimile: 650-573-2110

*** END OF EXHIBIT B.1.2 ***

EXHIBIT A.2.2 – SERVICES
HEALTHRIGHT 360
MENTAL HEALTH SERVICES
FY 2019 – 2021

In consideration of the payments set forth in Exhibit B.2.2 Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide mental health services to clients under the San Mateo County Mental Health Plan (MHP). These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Kids Programs, client caregivers who are covered by HealthWorx, clients who are covered by the Health Plan of San Mateo CareAdvantage program for Medicare, and clients known to be indigent, for whom the MHP has assumed responsibility. It is the Contractor's responsibility to ensure that the client is eligible at the time services are provided.

All clients shall be preauthorized for service by the Behavioral Health & Recovery Services (BHRS) Division's Access Call Center. Separate authorizations shall be required for assessment and ongoing treatment services.

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

HR360
2015 Pioneer Court
San Mateo, CA 94401

HR360
2396 University Avenue
East Palo Alto, CA 94303

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

B. Mental Health Services shall be provided by licensed, waivered or registered mental health staff (MFTs may not treat Medicare beneficiaries) and shall include the following:

1. Assessment Services, Face-to-Face – CPT Code 90791

Assessment services include clinical analysis of history and current status of client's mental, emotional or behavioral condition.

2. Treatment Services, Face-to-Face (non-MD)

a. Individual Therapy - CPT Code 90832, 90834, 90837

Individual therapy is therapeutic intervention consistent with client goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual therapy is delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not the family system.

b. Family Therapy - CPT Code 90846, 90847
Family therapy is not a Medi-Cal covered benefit, according to California Code of Regulations, Title 22, TAR and Non-Benefit List. On a medically necessary basis HPSM may allow a limited number of family therapy sessions to support care for minor children or transition-aged youth. In these cases, HSPM will only authorize up to 5 family therapy sessions per treatment request to address a specifically stated clinical need, in conjunction with the child's individual treatment.
Family therapy is contact with the client and one or more family members and /or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.

c. Group Therapy - CPT Code 90853
Group therapy is therapeutic intervention for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.

d. Collateral – CPT Code 90887
Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).

e. Clinical Consultation – CPT Code 99442
Clinical Consultation is the deliberation of two or more mental health professionals, or between a mental health professional and other support persons, with respect to the diagnosis or treatment regarding a client.

3. Psychological Testing Services, Face-to-Face: if applicable

A contractor who accepts a referral for outpatient psychological or neuropsychological testing shall begin such testing within 5 working days of the referral. The MHP requires of the contractor to submit a comprehensive written summary of test results. This summary shall be sent to MHP in a timely manner, if not sent earlier, it must accompany the claim or payment will be denied. Summary goes to:

Access Call Center
Attn: T. J. Fan, PhD.
Fax: (650) 596-8065

4. Medication Support Services, Face-to-Face: If applicable

Medication support services shall be provided if medically necessary by a licensed physician (psychiatrist). These services include the following:

a. Prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;

b. Evaluation of the need for medication, prescribing and/or dispensing;

c. Evaluation of clinical effectiveness and side effects of medication;

d. Obtaining informed consent for medication(s); and

e. Medication education (including discussing risks, benefits, and alternatives with the significant support persons of client).

II. ADMINISTRATIVE REQUIREMENTS

A. Policies and Procedures

Contractor will maintain compliance with policies and procedures, and other requirements contained within the Managed Care Provider Manual, including any additions or revisions. The Managed Care Provider Manual is located at http://www.smchealth.org/bhrs/contracts and is incorporated in this agreement by reference herein.

B. Professional Standards

Contractor's professional shall perform their duties under this Agreement in accordance with the rules of ethics of the medical profession.

Contractor's staff shall also perform their duties under this Agreement in accordance with the appropriate standard of care for their medical profession and specialty.

C. Qualifications

1. Contractor's professional staff shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California.

2. Contractor shall be certified by the appropriate State recognized Board in California (or eligible for certification by such Board by virtue of having successfully completed all educational and residency requirements required to sit for the Board examinations).

D. Requirement of Contractor to Notify County of any Detrimental Professional Information or Violation of County Rules or Policies

Contractor shall notify County upon the occurrence of any and/or all of the following:

1. Contractor's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;

2. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;

3. Contractor's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;

4. There is a material change in any of the information the Contractor has provided to County concerning Contractor's professional qualification or credentials;

5. Contractor must also notify the County within thirty (30) days of:

   a. any breach of this Agreement;

   b. any material violation of County's rules or regulations by the Contractor himself/herself; or

   c. if the Contractor is subject to or participates in any form of activity which would be characterized as discrimination or harassment.

E. Automatic Termination

1. If any of the following scenarios apply to the agency, the Agreement shall be immediately terminated as follows:

   a. Upon Contractor's suspension or exclusion from either the Medicare or Medi-Cal Programs;

   b. If the Contractor violates the State Medical Practice Act;

   c. If the Contractor's professional practice imminently jeopardizes the safety of clients;

   d. If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;

   e. Contractor fails to maintain professional liability insurance required by this Agreement.

2. If the agency has an employee in which any of the following scenarios apply, the agency agrees to terminate that employee immediately as follows:

   a. Upon Contractor's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;

   b. Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;

   c. Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;

F. Standard Appointment Scheduling

Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall schedule an initial visit with an authorized client with **five (5) business days of the client's request for an appointment**.

Contractor must notify the Access Call Center at 1-800-686-0101 to be placed on the Provider List as not accepting new client referrals when temporarily unable to meet this standard due to vacations, filled schedules, etc. It is the provider's responsibility to notify Access Call Center when provider resumes the ability to accept new client referrals.

G. Record Retention

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

H. Satisfaction Surveys

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

I. Advance Directives

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

J. Beneficiary Brochure and Provider Lists

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

K. Certification

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

L. 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.

1. 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.

2. 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.

M. Compliance Plan and Code of Conduct

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

N. 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 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 a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

O. 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.

P. 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:

Mental Health Services (Authorized by MHP)

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

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

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

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

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

County shall collect data.

*** END OF EXHIBIT A.2.2 ***

EXHIBIT B.2.2 – PAYMENTS AND RATES
HEALTHRIGHT 360
MENTAL HEALTH SERVICES
FY 2019 – 2021

In consideration of the services provided by Contractor in Exhibit A.2.2, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 4 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 4 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 combined maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed TEN MILLION SIX HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS ($10,679,744).

B. Mental Health Services authorized by the MHP

In no event shall County pay or be obligated to pay Contractor more than the sum of SIX HUNDRED THOUSAND DOLLARS ($600,000) for services rendered as described in Section I.B. of Exhibit A.2.2 of this Agreement.

1. County rates for reimbursement are based on the Centers for Medicaid and Medicare Services (CMS) rate schedule and are subject to change. The CMS rate schedule is located at: https://www.cms.gov/apps/physician-fee-schedule/license-agreement.aspx and is incorporated into this agreement by reference herein. County shall not pay or be obligated to pay more than the amounts for each component of service required under this agreement listed on the CMS rate schedule.

2. Specialty rates

Specialty rates are for services/rates that are not covered by MediCal that the County has agreed to cover. Specialty rates included in the Agreement are:

a. Collateral Services
CPT Code 90887 - $59.00 flat rate
As defined in Exhibit A.I.B.2.d.

b. Clinical Consultation
CPT Code 99442 - $12.00 flat rate
As defined in Exhibit A.I.B.2.e.

c. No Show
Code N0000 - $20 flat rate
A No Show is defined as: failure of client to appear for or cancel an appointment within 24 hours of the scheduled time, documented in chart at time of appointment, verifiable in retrospective audit. No Show limit is 2 per client within the first authorization period.

Spanish, Tagalog and American Sign Language receive bilingual differential of $10.00. Other languages can be requested on a case-by-case basis and will be determined by the ACCESS Team at the time of authorization.

3. Beneficiaries

Contractor shall be compensated for services provided to the beneficiaries listed below when the Mental Health Plan (MHP) authorizes such services.

a. San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of referral and authorization;

b. Clients who are covered by the Healthy Kids programs, a county insurance program for low-income children;

c. Client caregivers who are covered by HealthWorx, a state insurance program for direct in-home supportive services workers;

d. Clients that are covered by the Health Plan of San Mateo Care Advantage/Cal MediConnect program for Medicare beneficiaries; and

e. Clients known to be uninsured for whom the MHP has assumed responsibility.

The MHP will refer and authorize services on a case-by-case basis.

4. Claims

a. Contractor shall obtain and complete HICF 1500 claim form for outpatient services, or UB 04 claim form for inpatient services rendered to beneficiaries and authorized by MHP.

b. Contractor shall obtain a signed Assignment of Benefits (AOB) form from any dually (insurance and Medi-Cal) insured client; claims shall not be processed without an attached AOB. County reserves the right to withhold payment until a completed AOB is submitted.

c. Contractor shall send all claims, along with evidence of authorization, to the MHP within one hundred eighty (180) days from service date. Claims that are received 180 days or more after the date of service are considered to be late claims and will be denied by County. Send all claims to:

County of San Mateo
Behavioral Health and Recovery Services
Attn: Provider Billing
2000 Alameda De Las Pulgas, Suite 280
San Mateo, CA 94403

5. Member Liability

Unless beneficiary has other health insurance coverage under Medicare, Kaiser, Blue Cross/Blue Shield, or a known insurance carrier or health plan, Contractor shall look only to the County for compensation for services provided through this agreement and, with the exception of applicable copayments levied from a third-party insurer, shall at no time seek compensation from beneficiary. County is not responsible for co-payments levied by third party insurers and shall not accept submission of claims for co-payments.

C. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal reimbursement and any other federal and state regulation applicable to reimbursement including assessment, 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.

D. 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.

E. 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.

F. 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.

*** END OF EXHIBIT B.2.2 ***

EXHIBIT A.3.2 – SERVICES
HEALTHRIGHT 360
NORTH COUNTY OUTREACH COLLABORATIVE
FY 2019 – 2021

In consideration of the payments set forth in Exhibit B.3.2, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Behavioral Health Outreach Collaborative

HealthRIGHT 360 (HR 360) shall serve as the lead agency and work in collaboration with StarVista, Youth Health Center (YHC) in Daly City, Daly City Partnership (DCP), and the Pacifica Resource Center (PRC) – Pacifica Collaborative through the North County Outreach Collaborative (NCOC). The NCOC is comprised of community-based agencies from the northern region of San Mateo County including Pacifica to provide culturally appropriate outreach, psycho-education, screening, referral and warm hand-off services that targets marginalized ethnic, linguistic and cultural communities in the region including Chinese, Filipino, Latino, Pacifica Islanders, African American/Black, and LGBTQ communities of all ages.

1. Service Model

Services are based on two key models of community engagement, the community outreach worker model and community-based organization collaboration.

a. Outreach Workers (also known as promotores/health navigators) connect with and facilitate access for marginalized populations through culturally and language appropriate outreach and education, and provide linkage and a warm hand-off of individuals to services. Outreach Workers are usually members of the communities within which they outreach to. They speak the same language, come from the same community and share life experiences with the community members they serve. Outreach Workers use a variety of methods to make contact with the community. From group gatherings in individuals' homes to large community meetings, and make direct contact with target audiences, warm hand-offs and convey crucial information to provide community support and access to services.

b. Strong collaborations with local community-based agencies and health and social service providers are essential for

cultivating a base of engaged community members. Organizations leverage their influence, resources, and expertise, especially in providing services that address cultural, social and linguistic needs of the community. Collaboratives benefit from having regular meetings to share resources and problem solve, having a clearly defined infrastructure and consistent strategy, and offering ongoing presence and opportunities for community members to engage in services.

2. Scope of Work

a. Program Goals

i. Increase access for marginalized ethnic, cultural and linguistic communities accessing and receiving behavioral health services. The collaboratives will facilitate connections between people who need mental health and substance abuse services to responsive programming (e.g. Parent Project, Mental Health First Aid, WRAP, support services, etc.) and/or treatment. Specifically, looking at how to increase access for children with SED, and adults and older adults with SMI or at high risk for higher level of care due to mental illness.

ii. Strengthen collaboration and integration. Establish effective collaborative relationships with culturally and linguistically diverse agencies and community members to enhance behavioral health capacity and overall quality of services provided to diverse populations. The Collaboration will improve communication and coordination among community agencies involved and with broader relevant efforts such as the Community Service Areas (CSA) and the Office of Diversity and Equity (ODE), Health Equity Initiatives (HEI) and others.

iii. Establish strong linkages between the community and BHRS. It is expected that there will be considerable collaboration that would include but not be limited to mutual learning. The Outreach Workers will receive trainings from BHRS and the Office of Diversity and Equity to support outreach activities as needed (e.g. Using Cultural Humility in Asking Sexual Orientation Gender Identity Questions, Health Equity Initiative sponsored trainings, etc.). Partnership with the regional clinic(s), ACCESS referral team, and many other points of entry to mental health services will be

prioritized by BHRS. Likewise, the collaborative agencies and outreach workers will work with BHRS regarding strategies to improve access to behavioral health services. They will build linkages between community members and BHRS to share vital community information through the participation in input sessions, planning processes and/or decision-making meetings (e.g. boards and commissions, steering committees, advisory councils, etc.).

iv. Reduce stigma, including self-stigma and discrimination related to being diagnosed with a mental illness, substance abuse disorder or seeking behavioral health services. The Outreach Workers will make services accessible, welcoming and positive through community approaches that focus on recovery, wellness and resilience, use of culturally appropriate practices including provision of other social services and engaging family members, speaking the language, efforts that address multiple social stigmas such as race and sexual orientation, and employment of peers. Specific anti-stigma activities can include, but not be limited to, community wide awareness campaigns, education and training, etc.

b. Contractor shall improve and expand on existing efforts, knowledge, relationships, and infrastructure of the community-based organizations. The Outreach Workers shall be representative of the target populations, bilingual and bicultural, trusted by the community, and a trusted source of essential community resources. Contractor's collaboration and mutual exchange of knowledge shall be used to also reach those that have not been served by the behavioral health system of care. The outreach collaboratives shall achieve the following:

i. Identify and increase timely access for SMI/SED clients to behavioral health services;

ii. Develop targeted outreach activities including screening where appropriate to support community members that are at risk for SMI/SED;

iii. Increase the number of marginalized ethnic, cultural and linguistic communities (non SMI/SED) accessing and receiving behavioral health and social support services;

iv. Increase the number of individuals and families enrolled in insurance (e.g. MediCal, ACE);

v. Implement and/or co-sponsor ethnic/racial and linguistically appropriate anti-stigma events in the community;
vi. Provide responsive services, supports and/or linkages based on community needs;
vii. Convene, build and maintain strong collaborations among community-based providers, community members, peers and family members;
viii. Develop and maintain partnerships and collaborations with non-traditional providers (ex. faith-based, community centers, libraries, other healthcare providers such as acupuncturists, herbalists, traditional healers, etc.);
ix. Increase community behavioral health capacity by providing basic psycho-educational activities (e.g. parenting groups, WRAP groups, domestic violence support groups) to community members and their families:
x. Increase coordination across BHRS outreach efforts (e.g. CSA's, ODE and HEI's);
xi. Increase representation and community voice in BHRS processes including public decision-making meetings;
xii. Develop culturally sensitive educational materials on behavioral health issues that are balanced with the literacy needs of the target population;
xiii. Develop an annual plan to meaningfully engage target communities, promote behavioral health services, build awareness, and reduce stigma and discrimination related to behavioral health;
xiv. Participate in evaluation, data collection and reporting activities as requested to learn from outreach and engagement efforts for the identified community groups.

c. Population to be Served

Marginalized communities, youth and families in north county region, (primarily Chinese, Filipino, Latino, Pacific Islanders, and LGBTQ) youth and families.

3. Outreach Workers

a. Contractor shall leverage existing efforts and identify outreach workers representing each of the targeted ethnic/cultural and linguistic communities.

b. Outreach Workers characteristics and skills shall include:
   i. Experience serving racial/ethnic, cultural and linguistic needs of target communities;
   ii. Shared and/or lived experiences (or family members with lived experience) with the community members they are serving;
   iii. Familiarity with behavioral health resources (i.e. crisis, psychoeducational classes, ACCESS line, BHRS clinics and non-clinical program services offered through the Office of Diversity and Equity, Office of Consumer and Family Affairs and others, and the general system of care, etc.);
   iv. Experience with behavioral health outreach and engagement, linking potential clients to services including providing warm hand-offs and/or supporting individuals in taking the steps necessary to access services; and
   v. Conducing community educational/informational presentations.

c. Outreach Workers Expectations
   i. Connect individuals (and their families as needed) who may need behavioral health services to appropriate services, for assessment and follow up treatment as needed;
   ii. Perform initial screening (intake such as PHQ-9 or other) when appropriate and consult with clinical staff to ensure appropriate mental health referral outcomes and address any engagement issues with hard to reach clients;
   iii. Facilitate a warm hand-off and follow-ups of SMI/SED identified individuals to appropriate behavioral health services;
   iv. Provide mental health information, education, and resources as needed;
   v. Assist clients in applying for insurance coverage and/or other ancillary services as needed;
   vi. Identify and collaborate with community-based entities, both public and private and schools to facilitate outreach and engagement services;
   vii. Identify a network of local providers/support services that can provide culturally sensitive services;
   viii. Build relationships with the BHRS ACCESS team and other behavioral health resources to help with referrals and linkages;

ix. Lead psycho-education classes, workshops and forums as needed;
x. Participate in ongoing improvement of outreach worker activities and identify needs/gaps within the target communities;
xi. Participate in quarterly Outreach Collaborative community meetings;
xii. Participate in monthly relevant Health Equity Initiatives (HEI) and Community Service Area (CSA) meetings to facilitate collaboration and co-sponsoring of outreach and engagement activities;
xiii. Work with BHRS as needed to develop a tracking and referral system for potential SMI individuals linked to behavioral health care services;
xiv. Help build linkages between community members and BHRS through sharing vital community information at MHSA and other BHRS input sessions and/or decision-making meetings (e.g. boards and commissions, steering committees, advisory councils, etc.)
xv. Attend trainings sponsored by BHRS and other partner agencies that support outreach activities; and
xvi. Conduct data collection, data entry of outreach events, and activities and support evaluation and annual reporting activities.

4. Staffing Structure

Partner Agency	Total FTE	Position Title(s)	Target Communities	Additional Priority Language Capacity
HR360 - AARS	.80	• Program Supervisor • Program Assistant • Prevention Staff • Admin Assistance	Pacific Islander Chinese Filipino	Tagalog, Chinese, Tongan, Samoan
DCP	.30	• Executive Director • Therapist • 2 Volunteers	Latino Chinese LGBTQ	Spanish, Burmese
YHC	.30	• Executive Director • Therapist	Filipino LGBTQ	Tagalog, Spanish

PRC - Pacifica Collaborative	.20	• Outreach & Prevention Coordinator • Prevention Staff	Pacifica community Faith Based Orgs	Tagalog, Spanish
StarVista	.40	• Clinical Director • Therapist	Chinese Latino LGBTQ	Tagalog, Mandarin, Cantonese, Spanish

5. Partner Services

Outreach Worker services as outlined in section 3.b above will be provided by the collaborative partner agencies for marginalized ethnic, cultural and linguistic communities of all ages with a specific focus on providing unduplicated linkages for individuals with SED/SMI or at high risk for higher level of care due to mental illness. The collaborative partners will work closely with BHRS to determine specific strategies and baseline goals for unduplicated linkages to the North County Behavioral Health Center and other BHRS system of care providers serving SED/SMI specifically.

a. HR 360 – Asian American Recovery Services will provide a full-time project coordinator to support the implementation of the NCOC components and assume overall project responsibilities as follows:
   i. Facilitate fiscal agent activities;
   ii. Compile member evaluation data and write project reports, including the development of an Effective Strategic and Lesson Learned Manual;
   iii. Participate in grantee, technical assistance and grant officer communication;
   iv. Maintain consistent communication with San Mateo County liaison and subcontractors;
   v. Convene and coordinate committee outreach and Steering Committee meetings;
   vi. Complete and submit required programmatic, evaluation, and administrative forms; and
   vii. Coordinate the following activities related to behavioral health issues and resources:
      a) Co-sponsoring of anti-stigma events;
      b) Pacific Islander parenting groups/Office of Diversity and Equity;
      c) Creation of culturally-sensitive educational materials; and
      d) Targeted outreach and presentations within the LGBTQ community.
   viii. Participate in Community Outreach Team activities;

ix. Refer families in need of insurance benefits to county representatives or NCOC enrollment sites, as appropriate; and
x. Track all referrals for behavioral health services.
xi. Provide one thousand five hundred (1,500) referrals to clients for moderate-to-mild behavioral health system of care services and/or referrals to social services providers from the BHRS system of care provider list (e.g. any provider that BHRS contracts with).
xii. Refer SED/SMI clients to the North County Behavioral Health Center or other SED/SMI provider from the behavioral health system of care. Baseline unduplicated linkages to be determined.

b. Daly City Partnership will:
i. Support the implementation of the NCOC components through direct staffing and training.
ii. Participate in Community Outreach Team activities and project evaluation activities.
iii. Participate in Steering Committee and other collaborative activities.
iv. Compile and relay program activities and evaluation data to the program coordinator.
v. Track all referrals for insurance enrollment.
vi. Provide one thousand (1,000) referrals to clients for moderate-to-mild behavioral health system of care services and/or referrals to social services providers from the BHRS system of care provider list (e.g. any provider that BHRS contracts with).
vii. Refer SED/SMI clients to the North County Behavioral Health Center or other SED/SMI provider from the behavioral health system of care. Baseline unduplicated linkages to be determined.

c. Youth Health Center will:
i. Support the implementation of the NCOC components through direct staffing and training.
ii. Ensure priority insurance enrollment assistance for individuals between the ages of 12-24 referred by members of the NCOC.
iii. Provide behavioral health services to individuals between the ages of 13-21 referred by members of the NCOC.
iv. Refer families in need of insurance benefits to county representatives or NCOC enrollment sites, as appropriate.

v. Participate in Steering Committee and other collaborative activities.
vi. Compile and relay program activities and evaluation data to the program coordinator.
vii. Track all referrals for insurance enrollment.
viii. Provide one thousand (1,000) referrals to clients for moderate-to-mild behavioral health system of care services and/or referrals to social services providers from the BHRS system of care provider list (e.g. any provider that BHRS contracts with).
ix. Refer SED/SMI clients to the North County Behavioral Health Center or other SED/SMI provider from the behavioral health system of care. Baseline unduplicated linkages to be determined.

d. Pacifica Resource Center – Pacifica Collaborative will:
i. Attend at least one (1) community outreach event per month.
ii. Participate in at least one (1) Community Outreach Team meeting.
iii. Participate in quarterly Steering Committee and other collaborative activities.
iv. Track group and individual outreach efforts of the Pacifica Collaborative and all participating partners.
v. Track group outreach events and any referrals of clients of the Pacifica Resource Center.
vi. Facilitate and participate in provider collaboration and networking opportunities through the Pacifica Collaborative monthly meetings
vi. Provide training and support to partners in outreach techniques to reach new sectors of the community.
vii. Refer at least five (5) families in need of insurance benefits to County or NCOC enrollment sites, as appropriate.
ix. Relay program activities and evaluations to the program coordinator.
x. Track all referrals for insurance enrollment.
xi. Provide two thousand (2,000) referrals to clients for moderate-to-mild behavioral health system of care services and/or referrals to social services providers from the BHRS system of care provider list (e.g. any provider that BHRS contracts with).
xii. Refer SED/SMI clients to the North County Behavioral Health Center or other SED/SMI provider from the behavioral health system of care. Baseline unduplicated linkages to be determined.

e. StarVista will:

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

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

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

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

v. Participate in Steering Committee and other collaborative activities.

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

vii. Track all referrals for insurance enrollment.

viii. Provide one thousand (1,000) referrals to clients for moderate-to-mild behavioral health system of care services and/or referrals to social services providers from the BHRS system of care provider list (e.g. any provider that BHRS contracts with).

ix. Refer SED/SMI clients to the North County Behavioral Health Center or other SED/SMI provider from the behavioral health system of care. Baseline unduplicated linkages to be determined.

6. Implementation Plan

Target Population: Low income, people at risk of or experiencing homelessness, families and children affected by mental health issues, Chinese, Filipino, Latino, African American/Black, Pacific Islander and LGBTQ communities of all ages.		
Objective	**Strategy**	**Responsible Parties**
Connect individuals (and their families as needed) who may need behavioral health services to appropriate services, for assessment and follow up treatment as needed	Participate in 12 outreach events per year; PC members will conduct individual outreach within their sectors.	AARS/HR360, PC/PRC

Perform initial screening (intake such as PHQ-9 or other) when appropriate and consult with clinical staff to ensure appropriate mental health referral outcomes and address any engagement issues with hard to reach clients	Screenings to occur upon intake at PRC and out in the community through the Pacifica Collaborative	PC/PRC
Facilitate warm hand-off and follow-ups of SMI/SED identified individuals to appropriate behavioral health services	COT team connections and relationships will nurture the warm handoffs between agencies	All Partners
Provide mental health information, education, and resources as needed	Participate in 12 outreach events per year	All Partners
Assist community in applying for insurance coverage and/or other ancillary services as needed	Services referred from PRC; form assistance	PRC
	Forms assistance	AARS/HR360, DCP
	Benefit Analyst on site to assist with health insurance enrollment. Will enroll at least 20 people per month	DCYHC
Increase Receipt of Behavioral Services (1 on 1 Counseling)	Will serve 300 people	DCYHC
Basic Psycho-Educational Activities	Facilitate 2 Emotional Intelligence Workshops, host peer support groups such as weekly LGBTQ Youth Group, and other youth groups on school campuses.	DCYHC

Identify and collaborate with community-based entities, both public and private and schools to facilitate outreach and engagement services.	Each partner will participate in 2 non-traditional provider collaborations per month. Will attend HEI meetings to engage with members and to promote future events and services specific to the population. Attend quarterly business networking events.	All Partners
Identify a network of local providers/support services that can provide culturally sensitive services	Identify local providers that provide culturally sensitive services for our target populations. Consult with HEI Members.	All Partners
Build relationships with the BHRS ACCESS team and other behavioral health resources to help with referrals and linkages	Managed Care Providers	AARS/HR360, DCYHC, SV
	Participate in MHSA Steering Committee	PC
	Participate in SMC Contractor's and Provider's Monthly Meeting	AARS/HR360, DCYHC, SV
	Provide translation services for Office of Diversity and Equity (ODE) forms and flyers from English to Tagalog	DCYHC
Lead workshops and forums as needed	Community education presentations at collaborative meetings, in classrooms and with the faith community.	All Partners
Participate in ongoing improvement of outreach worker activities and identify needs/gaps within the target communities	Training for COT members and collaborative members who are conducting outreach.	All Partners

	Attend HEI meetings – Initiatives will provide and share resources to best outreach a particular target community.	All Partners
Participate in quarterly Outreach Collaborative community meetings.	NCOC quarterly/ steering committee meetings	All Partners
Facilitate Monthly Pacifica Collaborative Meeting		PC/PRC
Participate in quarterly Daly City Partnership meetings	All Partners will attend for training purposes and networking with other Providers/Members	All Partners
Participate in monthly relevant Health Equity Initiatives (HEI) and Community Service Area (CSA) meetings to facilitate collaboration and co-sponsoring of outreach and engagement activities	Filipino Mental Health Initiative, Pacific Islander Initiative	AARS/HR360
	Spirituality Initiative	PC/PRC
	Filipino Mental Health Initiative and Community Service Area	DCYHC
	Chinese Health Initiative, Pride Initiative	SV, DCP
Targeted Anti-Stigma Events	Participate in Journey to Empowerment monthly meetings: a safe space for Pacific Islanders to discuss taboo topics such Mental Health, SUD, Sexual Abuse and Domestic Violence.	AARS/HR360
	Digital Storytelling events and panel discussions	PC/PRC
	Will conduct anti-stigma events once per year at the local high school	DCYHC

	Queer Prom	SV
	Quarterly Community Meetings covering topics around mental health, elderly care and services, housing, and education	DCP

7. Training Activities

NCOC partners staff shall participate in at least eight (8) hours of training related to providing culturally and linguistically appropriate behavioral health outreach services as determined by HR360's cultural competence plan in addition to any mandatory trainings such as confidentiality and HIPAA compliance. NCOC partners are encouraged to attend County/BHRS sponsored trainings offered annually and/or trainings from non-County experts are also encouraged.

Cultural competence training shall include, but not limited to the following:

a. Wellness and Recovery
b. Cultural Humility
c. Sexual Orientation and Gender Identity (SOGI) data collection
d. Working effectively with diverse ethnic and cultural communities on issues related to behavioral health.

8. Data Collection, Reporting and Evaluation

Contractor will use data collection outreach forms developed by BHRS to collect information including: 1) outreach activities, 2) number of individuals reached, 3) referral outcomes; and 4) demographics of individuals engaged in meaningful outreach. These forms will be data entered by the Contractor into an online survey portal on a monthly basis. Additionally, Contractor will use the data to inform responsive support services and referrals provided (e.g. to at-risk for homelessness, older adults and/or emerging communities).

Data collected will be analyzed by BHRS' independent contractor on an annual basis to inform responsive support services and to submit as part of the MHSA Annual Report. A monthly data entry report will be provided to the Contractor to ensure timely and accurate data entry and a quarterly data output report will be provided to the collaborative(s) to support planning and implementation of appropriate activities.

Contractor is expected to participate in any evaluation activities as determined by BHRS. Previously, focus groups and key interviews were conducted to assess the impact of the collaborative approach.

Additional Annual Reporting: Year-end report utilizing the MHSA Annual Report Template, due by the fifteenth (15th) of August each fiscal year and include the following information, as an attachment:

f. Supervision

The California Code of Regulations (CCR), Title 9, Chapter 3 (Community Mental Health Services under the Short-Doyle Act), contains the following section:

Supervision by Behavioral Health Director

The local Director shall maintain general supervision over all local Mental Health Services through direct operation of the services or by written agreement with the person or agency providing the service. Such arrangement shall permit the local Director to supervise and specify the kind, quality, and amount of the services and criteria for determining the persons to be served.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

2. Referring Individuals to Psychiatrist

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

3. Record Retention

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

4. Audits

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

5. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

6. Beneficiary Brochure and Provider Lists

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

7. Licensing Reports

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

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

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

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

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

i. 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;

ii. 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

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

d. Confidentiality Training

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

9. Critical Incident Reporting

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

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

10. Ineligible Employees

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.

11. Compliance Plan and Code of Conduct

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

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

12. Fingerprint Compliance

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 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:

a. 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

b. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

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

13. Minimum Staffing Requirements

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

B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Office of Diversity and Equity (ODE) 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 ODE 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 Diversity and Equity Council (DEC) 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 ODE by March 31st, a list of staff who have participated in these efforts. For more information about the DEC, and other cultural competence efforts within BHRS, contact ODE.

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 ODE.

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 ODE 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 ODE 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. Community Outreach and Engagement Program

Goal 1: Stronger Collaboration

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

Data collected by Contractor and provided to BHRS

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

Objective 1: Contractor shall refer six thousand five hundred (6,500) clients to behavioral health and social services.

Data collected by Contractor and provided to BHRS

Goal 3: Establish strong linkages between the community and BHRS

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

Data collected by Contractor and provided to BHRS

*** END OF EXHIBIT A.3.2 ***

EXHIBIT B.3.2 – PAYMENTS AND RATES
HEALTHRIGHT 360
NORTH COUNTY OUTREACH COLLABORATION
FY 2019 – 2021

In consideration of the services provided by Contractor in Exhibit A.3.2, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 4 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 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook located at: http://www.smhealth.org/bhrs/aod/reqs.

In any event, the combined maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed TEN MILLION SIX HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS ($10,679,744).

B. Community Outreach and Engagement Program Services

The maximum amount County shall be obligated to pay for Community Outreach and Engagement services rendered under this Agreement shall not exceed FOUR HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS ($445,536).

1. FY 2019 – 2020

a. Contractor will be paid TWO HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS ($218,400) for the North County Outreach Collaborative partnership. Contractor shall be paid one twelfth (1/12th) of the maximum obligation or EIGHTEEN THOUSAND TWO HUNDRED DOLLARS ($18,200) for services as described in Paragraph I.A. of Exhibit A.3.2.

2. FY 2020 – 2021

a. Contractor will be paid TWO HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS ($227,136) for the North County Outreach Collaborative partnership. Contractor shall be paid one twelfth (1/12th) of the maximum obligation or EIGHTEEN THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS ($18,928) for services as described in Paragraph I.A. of Exhibit A.3.2.

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

D. Modifications to the allocations in Paragraph A of this Exhibit B.3.2 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 4 of this Agreement.

E. 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.

F. 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.

G. 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 the Chief of San Mateo County Health or designee.

H. 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.

I. Monthly Invoice and Payment

Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Invoices that are received 180 days or more after the date of service are considered

to be late claims. County reserves the right to deny invoices for which completed reporting forms or electronic service files are not received. Invoices may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

J. 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.

K. 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.

L. 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.

M. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, 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.

N. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of the fiscal year. This report shall be

in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph O of this Exhibit B.3.2.

O. Claims Certification and Program Integrity

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

2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A.3.2 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

   Executed at _____ California, on _____20___

   Signed _____ Title _____

   Agency _____"

*** END OF EXHIBIT B.3.2 ***