

**FIFTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND BAY AREA COMMUNITY SERVICES**

This Fifth Amendment is made on May 2, 2017, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Bay Area Community Services ("Contractor").

1. Recitals

- A. The parties entered into a Contract dated August 1, 2014 (the "Contract"), in which Contractor agreed to provide prevention and early intervention clinical services.
- B. The County amended the Contract ("First Amendment") dated June 23, 2015 to modify the Scope of Work, Budget and the Special Terms and Conditions of the Contract. The amendment also increased the contract maximum by \$742,683 and the budgets for FY 2014/15, FY 2015/16, and FY 2016/17.
- C. The County amended the Contract ("Second Amendment") dated February 23, 2016 to modify the Scope of Work and the Budget of the Contract for FY 2015/16 Interim Billing Rates.
- D. The County amended the Contract ("Third Amendment") dated June 30, 2016 to modify the Budget of the Contract to include a budget line item for Repair and Maintenance.
- E. The County amended the Contract ("Fourth Amendment") dated February 6, 2017 to modify the Scope of Work and Budget of the Contract for FY 2016/17 to reflect changes in personnel and job titles.
- F. The County now needs to modify the Scope of Work, Budget and the Special Terms and Conditions of the Contract a fifth time.
- G. This Fifth Amendment represents an increase of \$643,698 of the Contract.
- H. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with: "The maximum amount of this Contract is \$3,186,384.

B. Scope of Work

Exhibit A-2 is deleted in its entirety and replaced with the Scope of Work attached to and incorporated by this reference as Exhibit A-3.

C. Budget

- (1) Exhibit B is deleted in its entirety and replaced with Exhibit BB Budget Detail and Payment Provisions to update budget criteria and County requirements.
- (2) Exhibits B-1-4 and B-2-1 are deleted in reference to FY 2016/17 and replaced with the Budget attached to and incorporated by this reference as Exhibits B-1-5 and B-2-2.
- (3) Exhibit B is amended to delete all references to Exhibits B-1-4 and B-2-1 in reference to FY 2016/17 and replaced with Exhibits B-1-5 and B-2-2.

D. Special Terms and Conditions

Exhibit D is deleted in its entirety and replaced with the Special Terms and Conditions attached to and incorporated by this reference as Exhibit D-1.

3. Effectiveness of Contract

Except as set forth in this Fifth Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By _____
Birgitta E. Corsello
County Administrator

APPROVED AS TO FORM

By Bernadette Curry  05/08/2017 11:08 AM EDT
County Counsel

CONTRACTOR

By Jamie Almanza  05/04/2017 03:04 PM EDT
Jamie Almanza, Executive Director

APPROVED AS TO CONTENT

By Gerald Huber  05/05/2017 12:47 PM EDT
Gerald, R. Huber, Director
Health and Social Services Department

EXHIBIT A-3 **SCOPE OF WORK**

I. PROGRAM DESCRIPTION

Bay Area Community Services (BACS), a California non-profit (“Contractor”) shall provide the Relapse Prevention and Crisis Aftercare Program serving individuals 18 years of age and older diagnosed with a serious mental illness (SMI) that have recently been discharged from an inpatient facility or the Crisis Stabilization Unit, who are at high risk for repeat hospitalization and/or high-utilizers of the Crisis Stabilization Unit, and who are not connected to intensive treatment providers under the Mental Health Plan (MHP). Services will include linkage, brief treatment, peer support, and assistance with housing and other social services as needed. Additionally Contractor shall offer an overnight respite care program to individuals who would benefit from 24/7 monitoring and support but that do not qualify for a Crisis Residential Treatment program or placement in an inpatient facility following presentation to the Crisis Stabilization Unit or as determined by a mental health treatment provider. In addition to overnight respite, contractor will facilitate step down transitional housing for eligible SMI adults for an average of 6-12 months.

The Relapse Prevention and Crisis Aftercare Program is outlined in the Solano County Mental Health Services Act (MHSA) Integrated Three-Year Plan for Fiscal Years (FY) 2014/2017.

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. PROGRAM SPECIFIC WORK ACTIVITIES.

A. RELAPSE PREVENTION & CRISIS AFTERCARE PROGRAM:

- 1) Provide brief treatment for an average of 60-120 days—but no more than 120 days—to include peer support, individual rehabilitation services, individual therapy, and rehab groups as needed for individuals who recently experienced an acute crisis.
- 2) All extensions beyond the 90 days of service must be approved by the County Contract Manager, designee, or County Program Liaison in advance. Contractor must ensure that the services have been authorized by the Solano County Primary Service Coordinator SC and that the service authorization is entered by the Quality Improvement Unit.
- 3) Provide medication services for clients not yet linked to ongoing medication provider. Provide tele psychiatry as needed and/or ensure that clients can access follow-up psychiatry services at the Adult ICC Psychiatry clinics or through the CSU urgent medication clinic.
- 4) Provide brief intensive targeted case management in order to link individuals to needed services to include but not limited to: long term mental health services, substance abuse services, eligibility services, general assistance, housing support, etc.
- 5) Utilize the Motivational Interviewing model with each client enrolled in the aftercare program in order to determine readiness for treatment and to assist in engagement in treatment activities.
- 6) Conduct the Screening, Brief Intervention, and Referral to Treatment (SBIRT) for each client enrolled in the aftercare program. This shall be accomplished in 1-3 sessions at most.
- 7) In the event that an individual client is open to another service provider under the MHP, Contractor will make every effort to coordinate care and to engage in discharge planning activities to ensure that clients are transitioned to an ongoing mental health provider.
- 8) Provide overall assistance with psychosocial needs which if not met could result in relapse and re-hospitalization.

- 9) For individuals that are accepted and engage in the aftercare program, Contractor shall process an admission in the County Avatar EHR system same day but no more than 2 business days.
- 10) Contractor shall meet with the County Program Liaison on a regular basis to review current client caseload, status of pending referrals, and any barriers related to direct client care.

B. RESPITE CARE PROGRAM:

- 1) Contractor will maintain 4 beds for respite housing for seriously mentally ill consumers referred from County or Contractor mental health providers. Contractor shall provide respite housing, 1 to 3 night stay, to a minimum of 125 unduplicated mental health consumers per fiscal year.
- 2) Contractor shall ensure that individuals accepted into the respite program have an identified mental illness.
- 3) Contractor shall provide on-site peer supervision for the respite overnight program which shall be housed at the following location: 345 East Travis Boulevard, Fairfield.
- 4) Contractor may utilize an alternative respite site to house individuals receiving respite care to ensure availability of services in the event that a bed is not available at the respite program site.
- 5) Contractor shall provide linkage and referral services for individuals who opt for the respite only track in order to link individuals to appropriate services including but not limited to: mental health services, substance abuse services, eligibility, general assistance, housing support, etc.
- 6) On a monthly basis, provide County Contract Manager or designee with a list of clients who have been served, including: clients referred, referral sources, and length of stay in respite program.

C. TRANSITIONAL HOUSING SUPPORT:

- 1) Contractor shall maintain 14 beds/slots for transitional housing for a period not to exceed 1 year, unless due to an eviction process, at the 345 East Travis Boulevard, Fairfield site to be used exclusively for seriously mentally ill consumers referred from County or Contractor mental health providers. Contractor shall adhere to the referral and approval process as determined by the County Contract Manager which will include approval of placements in the transitional housing units by the County Program Liaison.
- 2) Contractor shall notify County Program Liaison when a transitional housing unit becomes available.
- 3) Contractor shall provide linkage and referral services for individuals who reside in the transitional housing units in order to link individuals to appropriate services including but not limited to: mental health services, substance abuse services, eligibility, general assistance, housing support, etc.
- 4) Over the course of each individual's stay Contractor will engage in discharge planning and provide support to secure permanent housing options.
- 5) Employ at least one peer support counselor to provide on-site ad-hoc support to residents living in the transitional housing units.
- 6) Contractor will make efforts to ensure any available transitional housing slots are made available to respite program graduates or other county-designated consumers identified as high risk for hospitalization for a period not to exceed 1 year unless due to an eviction process.
- 7) On a monthly basis, provide County Contract Manager or designee with a list of clients who have been served, including: clients referred, referral sources, length of stay to date, the agency/program providing mental health services provided the client is currently engaged in treatment and disposition for those individuals discharged from transitional housing.

- 8) In the event that a client is at risk of eviction from the transitional housing program Contractor shall notify the County Program Liaison in order to try and stabilize the situation and avoid eviction.
- 9) In the event that a client is evicted from the transitional housing program Contractor shall notify the County Program Liaison, and the County Contract Manager and/or designee.
- 10) Maintain the 345 East Travis Boulevard, Fairfield property in a manner that conforms to local zoning and health standards.

2. GENERAL STRATEGIES.

- A. Provide mental health services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends and the community; with an emphasis on promoting wellness and recovery.
- B. Ensure that service frequency is individualized and based upon the need of each consumer and in accordance with the County MHP level of care system.
- C. Make coordination of service care an integral part of service delivery which includes providing education and support to consumers/family members as well as consulting with community partners including but not limited to: other mental health providers, physical care providers, schools (if appropriate), etc.
- D. Maintain documentation/charting according to industry standards. For all consumers entered into the Solano County MHP electronic health record Contractor shall adhere to documentation standards set forth by the MHP in accordance with Solano Behavioral Health trainings, practices and documentation manual.
- E. Ensure that direct clinical services are provided by licensed, registered or waived clinicians or trained support counselors.
 - 1) Assessment activities and therapy treatment services (1:1 therapy, family therapy, and group psychotherapy) can only be provided by licensed or registered clinicians.
 - 2) "Other Qualified Providers", such as mental health specialist level staff, are authorized to bill for Medi-Cal reimbursable mental health services, such as targeted case management, rehabilitative services, collateral, or plan development.
 - 3) If Contractor employs staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field, the Contractor will provide and document training around any service activity for which the staff will be providing.
- F. Contractor shall supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.
- G. All direct mental health services rendered for clients admitted to the aftercare program Contractor shall enter services into the County Avatar EHR as per County requirements to ensure compliant documentation and claiming.
- H. Ensure that upon receiving referral verify whether the client is open to another provider under the MHP and follow the referral workflow guidelines as set forth by the Contract Manager, QI Unit and Program Liaison.
 - 1) In the event the client is open to another provider, Contractor will obtain chart documentation from that provider.
 - 2) For clients who are not open to the MHP, the client will be referred to Hospital Liaison unit or a regional ICC clinic for the intake assessment and initial plan.
- I. Include in all media related to the scope of work of program funded activities by this Contract and provided to the public, a reference to the Solano County Board of Supervisors, Health and Social Services and the Mental Health Services Act as the sponsors and funding source. When logos are used on your material please include a copy of the County Seal as well as the MHSA logo. These materials will be made available to you at your request.
- J. Participate in County Mental Health Services Act (MHSA) planning activities as requested.

3. PERFORMANCE MEASURES.

Contractor shall meet the following performance measures:

A. RELAPSE PREVENTION & CRISIS AFTERCARE PROGRAM:

- 1) Decrease inpatient readmission rate to inpatient psychiatric hospitalization for clients served by the Relapse Prevention & Aftercare program by 50%.
- 2) A minimum of 90% of the individuals served will receive the SBIRT to assess for substance abuse, and for those identified to have a substance abuse diagnosis 100% will be referred to the Substance Abuse sub-division in order to be referred to a provider for more in depth treatment.
- 3) 90% of clients engaged in the Relapse Prevention & Crisis Aftercare program will be linked evidenced by the consumer attending a first appointment with the long term mental health services prior to discharge from the aftercare program.
- 4) 80 % of clients served will demonstrate improved functioning as evidenced by the PCOMS (Partners for Change Outcome Management System) outcome measure.

B. RESPITE CARE PROGRAM:

- 1) Contractor will provide linkage/referral services to a minimum of 50% of individuals who exclusively use the respite program.

C. TRANSITIONAL HOUSING SUPPORT:

- 1) Contractor will provide linkage/referral services to a minimum of 90% of consumers residing in the transitional housing units.

4. REPORTING REQUIREMENTS.

- A. Contractor will collect, compile and submit monthly MHSA agreed upon contract deliverables and client demographic data by the 15th of each month unless granted an extension by the County Contract Manager or designee and be responsible for the following:
 - 1) Submit the monthly Service Delivery Reporting Form which includes:
 - a. Unduplicated count of individuals referred.
 - b. Unduplicated client count in each service approach; aftercare, respite and transitional housing.
 - c. Total hours of service for treatment approaches as determined by Contract Manager.
 - d. Unduplicated count of clients linked to alternate services in each service approach.
 - e. Unduplicated count in all programs combined.
 - 2) Submit the monthly Demographic Report Form to include demographic categories determined by MHSA regulations which include:
 - a. Age group
 - b. Race
 - c. Ethnicity
 - d. Primary Languages
 - e. Sexual orientation
 - f. Gender assigned sex at birth
 - g. Current gender identity
 - h. Disability status
 - i. Veteran status
- B. Contractor will prepare a biannual and annual evaluation of program activities, submitted by January 15th and July 15th of each contract year including aggregated data and narrative reports on program deliverables. The following information should be included:
 - 1) Compilation of all biannual/annual data.
 - 2) Narrative of collaborative aspects of the program, if applicable.
 - 3) Agreed upon client outcomes and benchmarks for success.
 - 4) Any challenges or barriers to the provision of services.

5. CONTRACT MONITORING MEETINGS.

- A. Meet with County Contract Manager and/or designee on at least a quarterly basis, or more frequently as needed, to assess program demographic and outcome data, monitor progress of clients discuss challenges, barriers, successes, assess fiscal status, and identify recommendations for program improvement.

6. PATIENT RIGHTS.

- A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, HITECH, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to clients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.
- B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:
 - 1) Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services.
 - 2) They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider, staff persons, therapist and/or case manager.

7. CULTURAL COMPETENCE.

Contractor shall ensure the delivery of culturally and linguistically appropriate services to consumers by adhering to the following:

- A. Contractor shall provide services pursuant to this Contract in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County Mental Health Plan Cultural Competence Policy. Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.
- B. Agencies which provide mental health services to Medi-Cal beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Competence Plan provisions. Accordingly, Contractor agrees, at a minimum to:
 - 1) Develop and assure compliance with administrative and human resource policy and procedural requirements to support the hiring and retention of a diverse workforce.
 - 2) Provide culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Provision of Services in Preferred Language:
 - 1) Contractor shall provide services in the preferred language of the consumer and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the consumer or family expressly refuses the interpreter provided.
 - 2) Contractor shall ensure that all staff members are trained on how to access interpreter services.
 - 3) Contractor will provide all informational materials, legal forms and clinical documents that the consumer or family member may review and/or sign in the consumer/family member's preferred language whenever possible.

- 4) Contractor shall at a minimum provide translation of written informational materials, legal forms, clinical documents, in the County's threshold language of Spanish for Spanish-preferred consumers and/or family members.
- D. Cultural Competence Training:
 - 1) Contractor shall ensure that all staff members including direct service providers, office support, and leadership complete at least one training in cultural competency per year.
 - a. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually.
 - 2) Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically in terms often used in the mental health field is recommended.
- E. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

8. QUALITY IMPROVEMENT ACTIVITIES.

- A. Medi-Cal Certification:
 - 1) If the Contractor has Medi-Cal claiming programs, then Contractor will meet and maintain standards outlined on the most up-to-date DHCS Certification Protocols, as well as any standards added by the County through the most recent Behavioral Health Division policy.
 - 2) Contractor shall inform County of any changes in Contractor status, including changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, Clinical Head of Service.
 - a. Contractor will communicate any such changes within 60 days to County Quality Improvement, utilizing the most up-to-date version of the *Solano County Behavioral Health Division Medi-Cal Certification Update Form*.
 - 3) Per DHCS requirements, Contractor shall establish hours of operation to serve Medi-Cal consumers that are the same as those hours for serving non-Medi-Cal clients.
- B. Staff Credentialing:
 - 1) All Contractor staff providing services that are entered into the County billing and information system must have the staff names and other required information communicated to County Quality Improvement using County Staff Master form.
- C. Access:
 - 1) Contractor will ensure that upon receiving written referral or request for service, contact consumer within 3-5 business days and offer an assessment within 10 business days. In the event that this timeline cannot be met:
 - a. Contractor will notify the appointed County Contract Manager or the County designee within two (2) business days.
 - b. For consumers with Medi-Cal insurance who will be served under the MHP a Notice of Action E will be utilized in accordance with the MHP guidelines.
 - 2) Contractor will forward confirmation of all consumer intakes, not initially referred from the County, to the County's Access unit.
 - 3) Contractor will provide staff to work with County Quality Improvement to make multiple (no less than four) test calls for the County business and after-hours access telephone line, during one month per fiscal year.
- D. Contractor shall maintain medical records in such a manner that all required documentation for every consumer is stored in the secure Medical Record. Additionally, documentation will be completed with an emphasis on both timeliness and clinical accuracy, in order to establish medical necessity for all specialty mental health services provided by the

Contractor, as outlined in Solano County Behavioral Health Quality Improvement documentation trainings and manual.

- 1) Only one assessment and treatment plan covering the service authorization period is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed an assessment and treatment plan, Contractor will utilize the already completed documentation to establish medical necessity for treatment, or complete a brief update to any area in need of supplemental information.
- 2) Required documentation includes, but is not limited to, the following:
 - a. Informing Materials
 - b. Clinical Behavioral Health Assessment
 - c. Consumer Treatment Plan
 - d. Service Authorization
 - e. General Consent for Treatment
 - f. Medication Consent
 - g. Authorizations to Release Medical Records
 - h. Acknowledgement of Receipt of Notice of Privacy Practices
 - i. Notices of Action (if applicable, must be sent to Quality Improvement within 5 business days)

E. Concurrent Review:

- 1) Contractor shall coordinate with County Quality Improvement, when requesting service authorization for a client, to provide an Assessment, Consumer Treatment Plan, Service Authorization, and any other relevant documents deemed necessary by County prior to authorizing services.
- 2) Contractor will respond to County Quality Improvement's request for clinically amended documentation and resubmit documentation within 5 business days of receiving request.

F. Problem Resolution:

- 1) Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
 - a. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Beneficiary Problem Resolution Process – Grievances*, *ADM136 Beneficiary Problem Resolution Process—Mental Health Services Act Issues*, *ADM142 Beneficiary Problem Resolution Process – Appeals*, *ADM143 Beneficiary Problem Resolution Process – Expedited Appeals*, *ADM132 Request to Change Service Provider*, and *AAA210 Beneficiary Right of a Second Opinion*.
- 2) Contractor duties regarding Problem Resolution include, but are not limited to, the following:
 - a. Contractor shall post County notices and make available County forms and other materials informing consumers of their right to file a grievance and appeal. Required materials include the following brochures: "Beneficiary Rights & Problem Resolution Guide" "Appeal Form", "Compliment/Suggestion Form", "Grievance Form", "Mental Health Service Act Issues Form", and the "Request to Change Service Provider". Contractor shall aid consumers in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
 - b. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a consumer of the MHP to County Quality Improvement, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
 - c. Contractor shall communicate and collaborate directly with the County Quality Improvement Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.

G. Serious Incident Reports (SIRs):

- 1) Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy *ADM-1.10 Serious Incident Reporting*, including but not limited to the following:
 - a. Contractor shall verbally notify County Quality Improvement immediately but no later than 4 hours after a serious incident.
 - b. Contractor shall fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner.
 - c. Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.
 - d. Contractor and County Behavioral Health Administration/Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future.
 - e. Data breaches or security incidents are required to be reported to both County Quality Improvement and County Health & Social Services Compliance Unit concurrently immediately upon discovery and no later than 24 hours.

H. Contractor Quality Improvement Process:

- 1) Contractor will establish and maintain an internal agency quality improvement and quality assurance process, including but not limited to the following:
 - a. Internal Quality Improvement Work Plan – The plan will set goals around Access, Timeliness, Quality and Outcomes for the Contractor and will be evaluated at least annually. A new plan will be created annually and a copy submitted to County Quality Improvement. Contractor will submit a revised plan if County determines the plan to be inadequate.
 - b. Internal review of provider progress notes – Contractor will internally review at least 10% of every provider's progress notes. A quarterly report will be sent to County Quality Improvement.
 - i. Contractor will conduct 100% review of client records upon discharge for this short-term program.
 - c. Monitoring safety and effectiveness of medication practices – If Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process.

I. Quality Improvement Committee:

- 1) Contractor will provide a representative to participate in County quarterly Quality Improvement Committees.
- 2) If Contractor's place of business is not located within Solano County boundaries, Contractor's representative may request to participate remotely via conference call and/or web-based interface.

J. Annual County review of Contractor service delivery site and chart audit:

- 1) County will engage in a site and chart review annually, consistent with practices outlined in the most up-to-date version of the County *Mental Health Utilization Review Handbook*.
- 2) Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart audit.
- 3) If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.

K. Compliance Investigations:

- 1) At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding consumers receiving services, and other data relating to all matters covered by this Agreement.
- L. Service Verification:
 - 1) Contractor will submit an executed copy of Contractor Service Verification Policy once created, and will provide revised policy any time policy is revised/updated.
 - 2) Contractor policy will contain measures as strict or stricter than the current County policy *QI620 Service Verification Requirements*.
 - 3) Contractor will provide evidence of following policy to Quality Improvement Service Verification Coordinator at intervals during the fiscal year as stipulated by County policy *QI620*.
- M. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
 - 1) Contractor will abide by the requirements outlined in County policy *ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies*, including but not limited to the following:
 - a. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County.
 - b. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
 - c. Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
 - d. Contractor will terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.
- N. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training on an annual basis.
 - 1) Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually.
- O. Performance Data (1915b Waiver Special Terms and Conditions):
 - 1) Contractor will provide County with any data required for meeting 1915b Waiver Special Terms and Conditions requirements communicated by California DHCS, within the timeline required by DHCS.

9. CONFIDENTIALITY OF MENTAL HEALTH RECORDS.

- A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records pursuant to 45 CFR Part 160 (HIPAA). County and Contractor shall maintain the confidentiality of any information regarding consumers (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the consumer's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. Contractor and staff will be responsible for only accessing consumer data from the County's electronic health record for consumers for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access consumer data that do not meet those requirements will be considered data breaches and

Contractor is responsible for reporting such breaches to County Quality Improvement and HSS Department Compliance unit immediately or within 4 hours of discovery.

- C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

III. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Provide technical assistance in the form of phone consultations, site visits and meetings to address challenges in implementation and performance of the Contract.
2. Provide training and technical assistance on the use of the Netsmart Avatar electronic health record system.
3. Provide feedback on performance measures objectives in a timely manner to seek a proactive solution.
4. Develop reporting forms not otherwise detailed in this Contract in coordination with Contractor.

EXHIBIT BB
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit "B-1-5" and incorporated by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by an agency spreadsheet specifying the County's portion of the total agency budget directly attributable to this Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.
- C. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B-1-5, when the cumulative amount of such transfers exceed 10% of the total Contract amount. Requests for transfers between budget line items must be presented to the County on the County's "Budget Modification Request Form". Budget line item transfers that exceed 10% of the total Contract amount may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the addition of budget line items for transfers under this section, except for indirect costs and capital expenditures (equipment or real property), provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
- D. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.
- E. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
 - 1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.

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2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.
3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A and be incurred (realized) during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
4. Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. In order to include indirect costs or an indirect cost rate in the contract budget, Contractor must have a negotiated indirect cost rate agreement with a federal agency. A Contractor who does not have such a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 13% of modified total direct costs, as defined in 2 CFR 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to Part 200). For budgeting purposes only, a placeholder of 12.96% is being included in the FY2016/17 contract budget while the County continues to negotiate the indirect cost rate based on the most recent audited financial statements and supporting documentation.
5. Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or the 13% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.

2. BILLING EXPECTATIONS

- A. Contractor shall have the obligation and responsibility to determine any available revenues from all possible sources other than the County that can be claimed for reimbursement for treatment of services provided under this Contract. Such revenues shall include, but are not limited to, Short Doyle Medi-Cal, patient fees, patient insurance, Medicare and payments from other third party payers. Contractor shall provide the County with the necessary payer financial information in a form and manner prescribed by the County so that all revenues can be claimed timely. Amounts of claims against other revenue sources which remain unpaid due to untimely, incomplete, or improper information received from the Contractor shall be recouped from the Contractor.
- B. Determination of patient eligibility for coverage under Medicare and other reimbursement programs is the responsibility of the Contractor. County does not assume responsibility for such determination.
- C. Contractor understands and agrees that Contractor and any subcontractors will bill Short Doyle Medi-Cal for services provided. The authorized billing codes are listed in Exhibit B-2-2 as Contract Billing Codes.
- D. Contractor will enter services into Avatar, the County approved computerized billing system. County will provide Contractor access to Solano County's computerized billing system.

- E. Contractor will submit adequate supporting documentation as to Medi-Cal services provided no later than sixty (60) days after the last day of the month in which those services were provided.
- F. County will reconcile supporting documentation with the services in Avatar. Documentation not accurately reconciled to services in Avatar will be returned to the contractor for corrections to be resubmitted within thirty (30) days.
- G. Periodically, Contractor will meet with County to review Medi-Cal reimbursable units and any disallowances. The amount of disallowances identified from the Avatar will be deducted from a following months invoice provided that the disallowance was due to delays in Contractor providing County the necessary information for billing.

3. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13B. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR (Code of Federal Regulation) Part 200, subpart E, Cost Principles and Appendix IV to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

4. PERSONAL PROPERTY

- A. Purchase of personal property using funds from this contract must have prior written approval from the County, as follows:
 - 1. Purchases of computer, software, and printers regardless of cost
 - 2. Purchases of other personal property over \$1,500
- B. Contractor shall develop and maintain a system to track such tangible personal property and submit an annual accounting of all property purchased with County funds. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to 2 CFR Part 200.436).

5. SUBMISSION OF COST REPORT

- A. County will, at its discretion, schedule a cost report briefing in October of each fiscal year. Contractor will submit its cost report by the deadline set by the County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.
- B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this contract will be withheld until such time as Contractor submits an acceptable Cost report. County will not be liable for

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- any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate Cost report.
- C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County.
- D. If Contractor provides services to multiple counties, it must use the Net Cost Method, reporting only the costs (activities) directly attributable to County.
- E. Contract will establish a tracking and reporting system to distinguish between expenditures for direct services and expenditures for client supports. DMH Letter No. 06-08, incorporated by this reference, outlines the need and definition of the new service function codes which have been added:
- Service Function Code 70 – Client Housing Support Expenditures*
 - Service Function Code 71 – Client Housing Operating Expenditures*
 - Service Function Code 72 – Client Flexible Support Expenditures*
 - Service Function Code 75 – Non-Medi-Cal Capital Assets*
 - Service Function Code 78 – Other Non-Medi-Cal Client Support Expenditures*

This information will be required at the same time that the annual cost report is due to the County.

6. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish an annual audited financial statement to the County, which must be submitted within 30 days of its publication.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.

7. SUBRECIPIENT MONITORING AND MANAGEMENT

- A. Contractor will complete a self-assessment tool and provide it to the County within 30 days of contract execution. The County will provide the required format.
- B. Contractor will provide a fiscal monitoring report which compares the contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total contract balance. The County will provide the required format.
- C. Every subaward must be clearly identified and include the following information at the time of contract execution. Significant changes to these data elements may require a subaward modification form.
1. Subrecipient Name (which must match the name associated with its DUNS number): [Bay Area Community Services]
 2. Subrecipient DUNS number: [073931628]

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3. Federal Award Identification Number (FAIN): [Not applicable]
4. Federal Award Date (date when the federal award was signed by authorized official of awarding agency): [Not applicable]
5. Subaward Period of Performance Start and End Date: [Not applicable]
6. Amount of Federal Funds obligated by this action: [Not applicable]
7. Total Amount of Federal Funds obligated to the subrecipient: [Not applicable]
8. Total amount of Federal Award: [Not applicable]
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): [Not applicable]
10. Name of Federal awarding agency, pass-through entity and contact information for awarding official: [When applicable, County will claim Federal Financial Participation through the California State Department of Health Care Services for Medi-Cal Services (DHCS). DHCS claims services to the Department of Health and Human Services - Centers for Medicare and Medicaid Services (CMS).]
11. CFDA Number and name: [93.778 - Medical Assistance Program]
12. Identification of whether the award is for research and development. [Not applicable]
13. Indirect cost rate for the Federal award (including if the de minimus rate is charged per 2 CFR 200.414 Indirect (F&A) costs): [Not applicable]

EXHIBIT B-1-5							
BUDGET DETAIL AND PAYMENT PROVISIONS							
FY 2016/17 AMENDMENT							
PERSONNEL EXPENSES		PEP		Respite		Transitional Housing	
Job Title	Salary	FTE	Total	FTE	Total	FTE	Total
Chief Program Officer	100,000	0.03	3,000	0.01	1,000	0.01	1,000
Chief Clinical Strategy Officer	130,000	0.03	3,900	0.01	1,300	0.01	1,300
Director of Quality Improvement	70,000	0.03	2,100	0.01	700	0.01	700
Director of Programs	85,000	0.03	2,550	0.01	850	0.01	850
Program Manager	75,000	0.60	45,000	-	-	-	-
Program Supervisor	50,000	0.30	15,000	0.60	30,000	0.40	20,000
Personal Services Coordinator	52,000	3.00	156,000	-	-	-	-
Residential Counselor	36,400	-	-	6.25	227,500	-	-
Relief Residential Counselor	32,240	-	-	0.75	24,180	-	-
Housing Coordinator / Peer Support	52,000	-	-	0.84	43,333	0.16	8,667
Peer Counselor Site Based	37,502	3.00	112,506	1.25	46,878	-	-
Peer Counselor Field Based	41,600	3.00	124,800	-	-	-	-
TOTAL FTE/SALARIES		10.02	464,856	9.73	375,741	0.60	32,517
FRINGE BENEFITS (30%)		139,457		112,722		9,755	
TOTAL PERSONNEL (SALARY+FRINGE)		604,313		488,463		42,272	

OPERATIONAL EXPENSES		PEP	Respite	Transitional Housing
Depreciation		-	2,090	8,910
Rent & Utilities		28,848	8,400	3,600
Repairs & Maintenance		12,000	-	-
Renovation		-	6,250	43,750
Office Supplies/ Materials		1,500	4,200	-
Furniture		-	-	35,000
Telephone & Communication		26,500	9,500	300
Postage & Mailing		200	200	-
Reproduction/Copy Machine		4,000	250	-
Client Transportation		12,000	2,000	-
Staff Travel		22,890	3,000	-
Food and Other Participant Supports		6,480	10,704	5,096
Training/Conferences		1,152	740	144
Other: Consulting Psychiatrist		5,000	-	-
Insurance		6,600	3,500	1,000
TOTAL OPERATIONAL EXPENSES		127,170	50,834	97,800
Indirect Costs*	12.96%	94,800	69,893	18,153
TOTAL BUDGET 2016/17		PEP	Respite	Transitional Housing
		826,283	609,189	158,225
		1,593,698		

***Indirect Cost for budget is 12.96% as a placeholder while the County continues to negotiate a rate with the Contractor. County will reimburse at 10.10% per rate based on audited financial statements for year ended June 30, 2016 until another rate is negotiated.**

**EXHIBIT B-2-2
INTERIM BILLING RATE**

Avatar Service Code	Mode	Service Function Code	Description	Interim Contract Rate FY 14/15	Unit of Service
NOSHOW	15	00	Participant No Show	0.00	per minute
PRVCAN	15	00	Clinician Cancellation	0.00	per minute
CLTCAN	15	00	Participant Cancellation	0.00	per minute
90887I	15	10	Collateral	2.61	per minute
MEDEVAL	15	60	Medication Evaluation	4.82	per minute
90791	15	30	Assessment	2.61	per minute
90847	15	40	Family Therapy - Individual	2.61	per minute
H2015	15	40	Individual Therapy	2.61	per minute
H2017I	15	40	Individual Rehab	2.61	per minute
H0032	15	40	Plan Development	2.61	per minute
90853	15	50	Group Psychotherapy	2.61	per minute
H2017G	15	50	Group Rehab	2.61	per minute
90847	15	40	Family Therapy - Group	2.61	per minute
H0034	15	60	Medication Support & Education	4.82	per minute
H2010	15	60	Comprehensive Medication Service	4.82	per minute
H2011	15	70	Crisis Intervention	3.88	per minute
90882	15	01	Brokerage and Placement	2.02	per minute
99499	15	00	Non Billable Treatment Services	0.00	per minute
T1017	15	01	Case Management Services	2.02	per minute
MEDREFILL	15	60	Medication Refills (w/o contact)	4.82	per minute
MHSVCLOCK	15	00	MH Service Provided in Lockout Setting	0.00	per minute

EXHIBIT D-1
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$3,203,328.

2. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-1.

3. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibits D-2 and D-3.

4. HIPAA CONTRACTOR AGREEMENT

Contractor shall execute the form attached as Exhibit D-4.

5. NATIONAL VOTER REGISTRATION

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form attached as Exhibit D-5, indicating that voter registration activities are actively conducted.