OPTUMHEALTH NEW MEXICO
PROTOCALL SERVICES, INC.
TERMS AND CONDITIONS
EFFECTIVE DECEMBER 1, 2012

THIS CONTRACT is between United Behavioral Health ("UBH"), operating as OptumHealth New Mexico (hereinafter referred to as "OptumHealth") and ProtoCall Services, Inc., (hereinafter referred to as "Contractor" or "ProtoCall"). This Contract is defined as a performance based contract, a purchasing system with a formal structure for defining and quantifying costs and quality. OptumHealth has specified the desired outcomes and will permit the Contractor to decide how best to achieve the desired outcomes. The parties agree to the following:

1.0. DEFINITIONS

1.1. Amendment: This Contract, or any term or condition, may be modified only by a written amendment signed by both Parties. Only personnel authorized to bind each of the Parties shall sign an Amendment.

1.2. Core Service Agency ("CSA"): An agency that is designated by OptumHealth on behalf of the State of New Mexico which provides mental health and substance abuse services to Consumers located within their geographical designation and are contracted with OptumHealth to provide such services as part of its provider behavioral health network.

1.3. Consumer: A person, who has applied for, is eligible for, or who has received mental health services. For a child under the age of thirteen (13), or for a child age thirteen (13) or older, whose parents or legal representatives are involved in the treatment plan, the definition of Consumer includes parents or legal representatives.

1.4. Contract: This term includes the Signature Page, this Terms and Conditions, one or more Statements of Work, Deliverables Table, Attachments, Exhibits, Appendices, Amendments, Addendums, Modifications, and/or Supplements, and any other Contract related documents.

1.5. Crisis Services: Crisis Services are Those services that meet the terms and conditions for coverage for the Consumer under this Contract, including but not limited to OptumHealth Policies and Procedures Manual, and applicable state and federal laws, rules, and regulations. "Crisis" is a natural reaction to specific or nonspecific stressors that can create or exacerbate an individual's ability to function normally. A crisis presents an individual with an obstacle, trauma, or threat, but it also presents an opportunity for either growth or decline. Some individuals may be more susceptible to crises, but crises can affect anyone at any time. For the purposes of this Contract, all callers to the New Mexico Crisis and Access Line will be regarded as potential experiencing some degree of stress and crisis, although there is no presupposed minimum requirement regarding the nature and extent of an individual's crisis in order for someone to call the line. However, the services received on the Crisis Line will vary based on an assessment of those immediate circumstances. ProtoCall will use a Solution Focused Crisis Intervention model to respond to the Consumer in crisis.

1.6. **Deliverable:** An item(s) that is required for submission to OptumHealth and/or Collaborative and that are due by a particular date or on a regular occurring schedule.

1.7. **Evidence Based Practice:** A program or practice that has had multiple site random controlled trials across heterogeneous populations demonstrating that the program or practice is effective for the population.

1.8. **Fraud and Abuse:** Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person and includes any act that constitutes fraud under applicable state or federal laws, rules, and regulations. Abuse means Contractor actions that are inconsistent with sound fiscal business or medical practices and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care.

1.9. **New Mexico Behavioral Health Collaborative ("Collaborative")**. The State of New Mexico body that was created by statute to oversee the delivery of certain behavioral health services.

1.10. **Protected Health Information ("PHI")**: Information as defined under 45 C.F.R. § 160.103.

1.11. **Subcontract:** Any separate contract ("Subcontract") between Contractor and an individual or an entity ("Subcontractor") to perform all or a portion of the duties and obligations which the Contractor is obligated to perform for OptumHealth pursuant to this Contract.

1.12. **Working Day:** Any day, Monday through Friday, except for a holiday recognized by the U.S. Federal Government.

2.0. CONTRACT

2.1. **Rules of Construction:** In the event of any conflict between this Contract and any other Contract, controlling document, or any applicable state or federal laws, rules, and regulations relating to the subject matter hereof, the terms, except as otherwise expressly stated herein, shall first be read together to the extent possible. Otherwise, the terms that afford the greater protections to first OptumHealth, and then second to this Contract, shall prevail over the conflicting term, to the extent permitted by and in accordance with and subject to applicable statutes, rules, and regulations. The remainder of the Contract shall otherwise remain without invalidating or deleting the remainder of the conflicting provision or the Contract.

2.2. **Entire Contract:** This Contract is the complete expression of the terms hereto, and any oral representations or understanding between the Parties not incorporated herein are excluded. Any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

2.3. **Relationship of the Parties:** The relationship between OptumHealth and Contractor is solely that of independent contractors. Nothing in this Contract or otherwise shall be

construed or deemed to create any other legal relationship, including but not limited to one of employment, agency, joint venture, or partnership.

2.4. Severability: Should any provision of this Contract violate the law or be held invalid or unenforceable as written by a court of competent jurisdiction, then said provision along with the remainder of this Contract shall nonetheless be enforceable to the extent allowable under applicable law. First, said provision will be modified to the extent permitted so as to comply with applicable law. Otherwise, said provision shall be deemed void to the extent of such prohibition without invalidating the remainder of this Contract. The waiver of strict compliance or performance of any of the terms or conditions of this Contract, including the OptumHealth Polices & Procedures Manual, any breach thereof shall not be held or deemed to be a waiver of any subsequent failure to comply strictly with or perform the same or any other term or condition thereof.

2.5. Survivability: Upon any termination or expiration of this Contract, the provisions herein which contemplates performance or observance subsequent to termination or expiration, including without limitation sections pertaining to: Confidentiality;; Data and Information Systems; Finance; Inspection & Monitoring Cooperation; Material Breach; Modification Contingent on Reduction of Funds to OptumHealth ; and Ownership of Material; Records; shall survive and remain of full force and effect between the Parties.

3.0. ADMINISTRATION

3.1. Business Accountability: Contractor shall establish and maintain adequate internal control systems and standards that apply to the entire operation of the Contractor's organization.

3.2. Collaboration with OptumHealth: Contractor shall collaborate with OptumHealth; other independent contractors in the OptumHealth network; allied system providers/agencies (e.g., tribal, state, county and local agencies); and other stakeholders for the benefit of Consumers and the Collaborative. The Contractor shall participate, as reasonably requested by OptumHealth or the Collaborative, in forums, training, work groups, committees, and subcommittees

3.3. Employee Standards: Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor is prohibited from employing or utilizing any person to provide services who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse of either an adult or minor and/or exploitation of a minor. Contractor shall have policies and procedures to require a criminal history background check prior to each new hire/placement for employees, students and volunteers. The policies and procedures shall require new background checks for all employees upon hire, volunteers and interns prior to placement, and regular checks thereafter, when appropriate. Evidence of a satisfactory background check shall be maintained in Contractor's personnel files and subject to review by OptumHealth. Failure of the Contractor to comply with this section may result in corrective action, including immediate termination of this Contract.

3.4. Inspection & Monitoring Cooperation: Contractor shall permit the State of Mexico, the Collaborative, OptumHealth and its designated representatives, to access its facilities and all records, including medical records and financial statements related to this Contract and/or services performed under this Contract, upon reasonable advance notice, to evaluate through inspection or other means the quality, appropriateness, and timeliness of services

performed under this and previous Contracts with OptumHealth , compliance with federal Office of Management & Budget (OMB) circulars, State Auditor Office (SAO) requirements, and state and federal grant requirements for monitoring. Contractor will correct areas of deficiency identified by OptumHealth or the Collaborative.

3.5. Name, Symbol and Service Mark: During the term of this Contract, OptumHealth shall have the right to use Contractor's name to make public reference to Contractor as a participating provider in the OptumHealth provider behavioral health network.

3.6. OptumHealth Policies & Procedures, Provider Manual and OptumHealth Management Information System (MIS) Policies and Procedures: OptumHealth may change or modify from time to time policies and procedures which are adopted by OptumHealth. The Contractor agrees to follow these policies, procedures, and requirements as a condition of OptumHealth accepting Contractor as an OptumHealth network provider under this Contract.

3.7. Treatment of Property: All title to property purchased or furnished by the Contractor for use by the Contractor during this Contract term shall remain with the Contractor. All title to property purchased or furnished by OptumHealth and/or the Collaborative for use by the Contractor during this Contract term shall remain with OptumHealth or the Collaborative respectively. The Contractor shall protect, maintain, and insure all OptumHealth and Collaborative property in its possession against loss or damage and shall return each of them respectively upon Contract termination or expiration.

3.8. Ownership of Material: Material created by the Contractor and paid for by OptumHealth as part of this Contract shall be owned by OptumHealth and shall be "work made for hire" as defined by Title 17 USC 101. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the Contractor uses to perform this Contract but is not created for or paid for by OptumHealth is owned by Contractor and is not "work made for hire"; however, Contractor grants to OptumHealth and OptumHealth shall have a perpetual license to use this material for OptumHealth's purposes at no charge to OptumHealth, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

3.9. Practitioner Qualifications: Contractor is obligated to track and document clinical practitioner qualifications in accordance with all applicable laws, regulations and best clinical practices. Contractor shall assess and document the qualifications of its direct service staff at the time of hire and on an annual basis as reasonably appropriate and/or required by the OptumHealth. A copy of Contractor's policies and procedures to access staff qualifications shall be available upon request to OptumHealth.

3.10. Training: Contractor shall participate in training, including on the implementation of Evidence-Based Practices and Promising Practices, when requested by OptumHealth and/or the Collaborative as mutually agreed upon by the parties. . Exception Requests from Contractor addressed to OptumHealth and Collaborative asking for an exception to participate in required training must be in writing and include a plan for how the required

information will be provided to Contractor or Contractor's employees. Exception Requests must be forwarded to OptumHealth within five (5) calendar days of Contractor's receipt of training invitation. OptumHealth may decline the request, or OptumHealth may decide to determine if an exception will be made, or if an alternative training time can be arranged. A written response will be forwarded to Contractor once a decision has been made.

3.11. Other: Nothing in this Contract is intended to interfere with Contractor's relationship with Consumers as clients or patients of Contractor, or with OptumHealth's ability to administer its quality improvement, utilization management, utilization review, and other programs that are part of OptumHealth.

4.0. CAPACITY

4.1. Changes in Capacity: A significant change in OptumHealth provider network is defined as the termination or addition of a Contract with an entity that provides mental health services or the closing of a Contractor site that is providing services under this Contract. The Contractor must notify OptumHealth ninety (90) days prior to terminating any of its Services. This notification must occur prior to any public announcement of this change. If either the Contractor terminates a Contract to perform services under this Contract in less than ninety (90) days or a site closure occurs in less than such time, the Contractor must notify OptumHealth as soon as possible prior to a public announcement. The Contractor shall notify OptumHealth of any other changes in capacity that result in the Contractor being unable to meet any of the Access Standards as required in this Contract. Events that affect capacity include: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely Services. If any of the events described in this section occur, the Contractor must submit a plan to OptumHealth that includes at least:

4.1.1. Any information released to the media.
4.1.2. Crisis services plan
4.1.3. Client / Consumer notification plan
4.1.4. Plan for provision of uninterrupted services

5.0. CONFIDENTIALITY

5.1. Contractor shall provide to OptumHealth certification by its Chief Executive Officer or Executive Director that Contractor has on file a statement of confidentiality for each of the Contractor's employees, volunteers, students, and Subcontractors who has access to the Contractor's mental health information system. The Annual Certification from the Contractor to OptumHealth is due within sixty (60) calendar days of signing this Contract. The individual confidentiality statement signed by each employee, volunteer, student, or Subcontractor, must be attested to by a witness who signs to acknowledge that the individual signing understands and agrees to follow all regulations on confidentiality. Individual and Subcontractor confidentiality statements shall be available to OptumHealth upon request for review.

5.2. Contractor shall have internal policies and procedures related to the privacy and the security of PHI in accordance with all applicable state and federal privacy laws, rules, and

regulations, including without limitation, the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), American Recovery & Reinvestment Act of 2009 (ARRA), including ARRA's Health Information Technology for Economic and Clinical Health Act ("HITECH Act") provisions, and associated implementing regulations, as may be amended from time to time.

5.3. Judicial Proceedings: In judicial proceedings, Contractor shall resist any effort to obtain access to Consumer information otherwise as expressly provided for in the applicable state and federal confidentiality laws, rules, and regulations.

5.4. Safeguarding Consumer Information: Contractor agrees to comply, including safeguarding Consumer information, in accordance with all applicable state and federal laws, rules, and regulations, including but not limited to laws for Medicaid Managed Care Organizations; 42 CFR 431.300 through 42 CFR 431.307; 42 CFR 438.224; 42 CFR 434; CFR 438.6; and as all of these may be amended from time to time. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with Consumer information from OptumHealth and the State of New Mexico (including Collaborative) that it is fully bound by the provisions of state and federal laws, rules, and regulations governing confidentiality of Consumer mental health records under this Contract.

5.5. Failure to comply with the Confidentiality Section of this Contract may result in corrective action, including termination of this Contract.

6.0. CONSUMER RIGHTS

6.1. Contractor shall comply with all applicable state and federal non-discrimination, confidentiality, and privacy laws, rules, regulations, and policies as may be amended from time to time. These include but are not limited to: Health Insurance Portability and Accountability Act (HIPAA); 42 CFR 438.214; American Recovery & Reinvestment Act of 2009 (ARRA), including ARRA's Health Information Technology for Economic and Clinical Health Act ("HITECH Act") provisions; Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; and the Americans with Disabilities Act. Contractor shall ensure that its employees, volunteers, students, and Subcontractors follow the law regarding Consumer rights when providing services to Consumers.

6.2. Contractor's Use of Consumers' Pictures and Stories: Before Contractor may use a Consumer's picture, such as a photograph, and/or or personal story in internal or external communications, Contractor shall obtain Consumer's written and signed consent in language the Consumer understands. Examples include but are not limited to printed and electronic media, such as newsletters, brochures, pamphlets, website articles, training videos, and audio recordings of conferences, and public service announcements.

6.3. Language Access. Contractor is responsible for providing oral interpretation services in any language, when requested per OptumHealth Policies and Procedures, to Consumer and to facilitate the Consumer's access to translated information either in written, oral, or recorded form.

6.4. **Postings on Consumer Rights and Information:** Contractor shall conspicuously post the New Mexico Consumers Rights (in English and Spanish) at each of Contractor's premises serving Consumers.

6.5. **Serving Consumers with Sensory Impairments** Contractor shall ensure that Mental Health Professionals (MHPs) and Mental Health Care Providers (MHCPs) have effective mechanical mechanisms to communicate with Consumers with sensory impairments.

6.6. Failure to comply with the Consumer Rights Section of this Contract, and in particular violation of a Consumers' rights, may result in corrective action, including but not limited to termination of this Contract.

7.0. CORRECTIVE ACTION

7.1. **General:** OptumHealth reserves the right, at its discretion, to revoke a contract, revoke delegation of duty or function, impose corrective action and/or take other remedial actions against Contractor for non-compliance with this Contract, including but not limited to the terms and conditions set forth herein and/or any applicable Statement(s) of Work, including but not limited to Contractor's failure to submit reports by the due date to OptumHealth in the medium, format and a level of quality required, or Contractor's failure to give OptumHealth the required advance written notification of a change in service capacity, including a decrease in service capacity.

7.2. **Sanctions:** Depending upon the contract compliance concern, corrective action, progressive sanctions and/or remedial action may include, but is not limited to what is described in the Statement of Work and one or more of the following:

7.2.1. Contractor shall immediately remedy the non-compliance and demonstrate compliance to the satisfaction of OptumHealth.

7.2.2. Contractor shall develop a written corrective action plan that must be submitted within fourteen (14) calendar days to OptumHealth for approval. For any financial audit findings, Contractor shall also submit a copy of any Management Letter within thirty (30) calendar days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received. Other actions may be taken pursuant to this Contract.

7.2.3.

7.2.4. Termination of Contractor's Statement of Work(s) where there are contract compliance problems, and/or this Contract in its entirety.

8.0. DATA AND INFORMATION SYSTEMS

8.1. **Health information system:** The Contractor shall maintain a health information system that complies with the requirements of 42 CFR §438.242 and provides the information necessary to meet the Contractor's obligations under this Contract.

8.2. **Report, Data Submission and Error Correction:** Contractor shall comply with all required data and error correction submission requirements per OptumHealth

requirements and as set forth herein. Contractor shall ensure that all required data and reporting under this Contract is accurate. To the extent any data errors are identified, to notify OptumHealth and correct such mistakes in a timely manner.

8.3. Meetings: The Contractor shall attend OptumHealth MIS meetings as requested.

8.4. Data Completeness, Accuracy and Timeliness: Contractor shall conduct periodic internal chart reviews to ensure data completeness, accuracy, and timeliness. A chart review for completeness and accuracy of data may be performed by OptumHealth at any time during the term of this Contract.

8.5. Information Systems: In addition, the Contractor shall:

8.5.1. Provide a copy of Contractor's MIS policies and procedures regarding all aspects of Contractor's Information Technology and Information Systems operations within sixty (60) calendar days of signing this Contract and annually thereafter.

8.5.2. Provide a Network Description / Documentation – Schema (operating systems, software, servers, security, firewalls, connectivity, wireless, etc.) of the Contractor's Information Technology Network within sixty (60) calendar days of signing this Contract and annually thereafter.

8.5.3. Provide a copy of the Contractor's local IS Backup / Recovery Plan within sixty (60) calendar days of signing this Contract and annually thereafter. This does not need to include the software and services provided by OptumHealth.

8.6. Business Continuity and Local IS Disaster Recovery:

8.6.1. The Contractor shall create and maintain a business continuity and disaster recovery plan that insures timely reinstitution of the Consumer information system following total loss of the primary system or a substantial loss of functionality. The plan must be in written format, have an identified update process (at least annually) and a copy must be stored off site. This plan does not need to include the software and services provided by OptumHealth.

8.6.2. The Contractor must submit an annual business continuity and disaster recovery plan if changed or a certification statement indicating that the prior submitted business continuity disaster plan is in place and current. The certification must be submitted to OptumHealth by December 1 of each year of this Contract. The certification must indicate that the plans are up to date, the system and data backup and recovery procedures have been tested. The plan must address the following:

8.6.2.1. A mission or scope statement.

8.6.2.2. An appointed Information Services Disaster Recovery Staff.

8.6.2.3. Provisions for Backup of Key personnel; Identified Emergency Procedures; Visibly listed emergency telephone numbers.

8.6.2.4. Procedures for allowing effective communication; Applications Inventory and Business Recovery priority; Hardware and software

vendor list.

8.6.2.5. Confirmation of updated system and operations documentation; Process for frequent backup of systems and data.

8.6.2.6. Off-site storage of system and data backups; Ability to recover data and systems from backup files.

8.6.2.7. Designated recovery options which may include use of a hot or cold site.

8.6.2.8. Evidence that disaster recovery tests or drills have been performed.

8.7. Information System Security and Protection of Confidential Information.

8.7.1. The Contractor shall comply with applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC §1320(d) et seq. and CFR Parts 160, 162 and 164 and the American Recovery & Reinvestment Act of 2009 (ARRA), including ARRA's Health Information Technology for Economic and Clinical Health Act ("HITECH Act") provisions.

8.7.2. The Contractor shall ensure that confidential information provided through or obtained by way of this Contract or services provided, is protected in accordance with the Data Security Requirements Policy contained in OptumHealth MIS Policies & Procedures Manual

8.8. Failure to comply with the Data and Information Systems Section of this Contract, and in particular failure to meet the deliverables requirements of this Section, such as provide OptumHealth with accurate data on a timely basis, may result in corrective action.

9.0. DEBARMENT, EXCLUSIONS, AND SUSPENSION

9.1. In General. Contractor is prohibited from paying with funds received under this Contract for goods and services furnished, ordered, or prescribed by excluded individuals and entities (Social Security Act (SSA) Section 1903(i)(2) of the Act; 42 CFR 455.104,42 CFR 455.106, and 42 CFR 1001.1901(b)). Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers.

9.2. Contractor Certification. Contractor, by signature to this Contract, certifies that: Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal government department or agency; <u>and</u> pursuant to 42 USC 1396u-2, Contractor does not knowingly have a director, officer, partner, or person with a beneficial ownership of more than five (5) percent (%) of the Contractor's equity, or an employee, contractor, or consultant who is significant or material to the provision of services under this Contract, who has been, or is affiliated with someone who has been debarred, suspended, or otherwise excluded by any federal department or agency.

9.3. Contractor Debarment, Exclusion, or Suspension. Contractor shall immediately notify OptumHealth if, during the term of this Contract, Contractor becomes debarred / excluded / suspended.

9.4. Contractor's Employee or Subcontractor – Debarment, Exclusion, Suspension. Contractor will immediately terminate any beneficial, employment, contractual, and control relationships with an excluded individual and/or entity that Contractor discovers or that is reported to Contractor by HSD, the Collaborative, and/or OptumHealth.**9.5. Monitoring.** Contractor shall monitor for excluded individuals and entities by:

9.5.1. Screening Contractor and Subcontractor's employees, board member, individuals, and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Contract.

9.5.2. Screening monthly newly added Contractor and Subcontractor's employees, board members, individuals and entities with an ownership or control interest for excluded individuals and entities that would benefit directly or indirectly from funds received under this Contract.

9.5.3. Screening monthly Contractor and Subcontractor's employees, board members, individuals and entities with an ownership or control interest that would benefit from funds received under this Contract for newly added excluded individuals and entities. The HHS Office of Inspector General maintains a list of excluded individuals and entities on the Internet at: http://www.oig.hhs.gov/fraud/exclusions.asp.

9.6. Reporting to OptumHealth: Contractor shall report to OptumHealth:

9.6.1. Any excluded individuals and entities discovered in the screening within ten (10) Working Days.

9.6.2. Any payments made by Contractor that directly or indirectly benefit excluded individuals and entities and the recovery of such payments.

9.6.3. Any actions taken by the Contractor to terminate relationships with Contractor and Subcontractor's employees and individuals with an ownership or control interest discovered in the screening.

9.6.4. Any Contractor and Subcontractor's employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA Section 1128 with ten (10) Working Days of the Contractor becoming aware of the conviction.

9.6.5. Any Subcontractor terminated for cause within ten (10) Working Days of the effective date of termination to include full details of the reason for termination.

9.6.6. Any Contractor and Subcontractor's individuals and entities with an ownership or control interest.

9.6.7. No later than thirty (30) calendar days after the effective date of this Contract, the Contractor must provide OptumHealth with an updated list with details of ownership and control and keep that list up-to-date thereafter according to

OptumHealth 's contracts with Collaborative, OptumHealth Policies and Procedures Manual and related documents.

9.7. Modification or Termination of this Contract. OptumHealth may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term hereof. OptumHealth may immediately modify or terminate this Contract by providing Contractor with written notice for failure to comply with other portions of the Debarment, Exclusion and Suspension Section.

9.8. Ownership or Control. An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of five (5) percent (%) or more, or are a managing employee (e.g., a general manager, business manager, administrator, or director) who exercises operational or managerial control, or who directly or indirectly conducts day-to-day operations (SSA Section 1126(b), 42 CFR 455.104(a), and 42 CFR1001.1001(a)(1)).

9.9. Penalties. Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to enrollees. (SSA Section 1128A(a)(6) and 42 CFR 1003.102(a)(2)). SSA Section 1128 is found on the Internet at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm.

10.0. DISPUTE RESOLUTION

10.1. It is agreed that prior to any other remedy available to the Parties, OptumHealth and/or Contractor shall provide written notice of any disputes or claims arising out of their business relationship (the "Dispute") to the other Party within thirty (30) calendar days of the final decision date, action, omission or cause from which the Dispute arose, whichever is later (the "Dispute Date"). If the Dispute pertains to a matter which is generally administered by certain OptumHealth procedures, such as a quality improvement plan, the procedures set forth in that plan must be fully exhausted by Contractor before Contractor may invoke its rights as described herein. After receipt of the written notice of the Dispute, the Parties agree to work together in good faith to resolve the Dispute.

10.2. Binding Arbitration. If the parties are unable to resolve the Dispute within thirty (30) calendar days following receipt of the notice of the Dispute, and either OptumHealth or Contractor desires to pursue formal resolution of the Dispute, then said Party shall issue a notice of arbitration to the other parties. It is agreed that the Parties knowingly and voluntarily waive any right to a Dispute if arbitration is not initiated within one (1) year after the Dispute Date. Any arbitration proceeding under this Contract shall be submitted to binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Binding arbitration shall be conducted in Santa Fe, New Mexico, or another location if mutually agreed upon in writing by the Parties. The Arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Contract, shall have no authority to award any punitive or exemplary damages, and shall be bound by controlling law.

10.3. The Parties acknowledge that because this Contract affects interstate commerce the Federal Arbitration Act applies.

11.0. DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any Amendments, Appendices, Addendums, Attachments, Exhibits, Modifications, and/or Supplements thereto:

11.1. The Code of Federal Regulations at Title 45 CFR Part 74, "Uniform Administrative Requirements for Awards and SubAwards";

11.2. The Code of Federal Regulations at Title 42, Public Health Service, Department of Health and Human Services;

11.3. 42 CFR 438, or any successors; and,

11.4. Other provisions of Title XIX of the Social Security Act; The Medicaid State Plan and the 1915(b) Medicaid Waiver.

12.0. FINANCE

12.1. Accounting Standards and Systems: Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the Contract. Contractor's accounting system shall ensure that revenues are accounted for on an accrual basis and are reported against the programs by source of funding.

12.2. Contractor's Financial Responsibility.

12.2.1. Contractor shall be financially responsible for all services provided to Consumers.

12.2.2. Contractor shall be financially liable for any services billed to OptumHealth but not documented in a Consumer's chart or in the Consumers' charts, whether identified by OptumHealth, Contractor, or another entity.

12.2.3. The extent of Contractor's fiscal liability will be determined by applying an audit standard for chart reviews and repayment developed by the OptumHealth. OptumHealth will notify the Contractor of repayment due for funds received for services not documented.

12.3. Reporting: Contractor is required to submit monthly reporting commencing January 31, 2013 and thereafter as further described in the Statement of Work.

12.4. OptumHealth Fiscal Audits, Monitoring, and Reviews: OptumHealth reserves the right to conduct ongoing financial monitoring, formal fiscal reviews and/or fiscal audits of Contractor consistent with the requirements of Collaborative, the State of New Mexico and/or federal laws and regulations. As a result of such monitoring, review or audit activities, OptumHealth shall identify to Contractor any deficiencies or areas for improvement(s), and Contractor shall take appropriate corrective action.

12.5. Payment Processing. OptumHealth will make payment to the Contractor upon the receipt of a completed and accurate OHNM Invoice and performance requirements as detailed in each Statement of Work in this Contract but not to exceed the

budget identified for the Statement of Work and subject to the following provisions:

12.5.1. Invoices: Contractor shall provide to OptumHealth a letter listing those individuals who are authorized to sign Contractor's invoices under this Contract. The letter is due to OptumHealth upon signature of this Contract. Contractor is responsible for ensuring invoices issued against this Contract are signed by an authorized individual. The invoice shall be submitted on a monthly basis, accompanied by all required written reports (2 copies), and shall consist of the following:

12.5.2. Turnaround Time: Payment to Contractor will be processed by OptumHealth within forty (40) days of the receipt of a complete and accurate invoice, no later than eleven (11) calendar days after the close of the service month, or the first day of business thereafter. This may include transmitted and acceptance of the data required for payment, as appropriate.

12.5.2. Reimbursement of Contractor's Employees and Subcontractors: All payments obligated by OptumHealth shall be paid to Contractor. Contractor shall be solely responsible for payments to its employees, and Subcontractors who may have provided services. Contractor shall defend, indemnify, and hold OptumHealth harmless for any claims, damages, actions or judgments arising from any employee, student, volunteer, or Subcontractor of Contractor related to the provision of services to Consumers.

13.0. FRAUD AND ABUSE

13.1. Contractor shall have administrative and managerial procedures in place that are designed to guard against fraud and abuse. These procedures include:

13.1.1. Provisions that ensure that Contractor does not 1) operate any physician incentive plan as described in 42 CFR 422.208; and 2) does not contract with any Subcontractor operating such a plan;

13.1.2. A mandatory compliance plan;

13.1.3. Written policies, procedures, and standards of conduct, which articulate the Contractor's commitment to comply with all applicable federal and state standards.

13.1.4. Effective ongoing training and education for the compliance officer and staff;

13.1.5. Designation of a compliance officer that is accountable to senior management;

13.1.6. Effective lines of communication between the compliance officer and the OptumHealth's Fraud and Abuse Compliance Officer;

13.1.7. Enforcement of standards through well-publicized disciplinary guidelines;

13.1.8. Provision of internal monitoring and auditing; and

13.1.9. Provision for prompt response to detected offenses, development of corrective action initiatives, and notification of OptumHealth.

13.2. Contractor shall submit a current mandatory compliance plan and annual work plan to OptumHealth within ninety (90) calendar days of the signing of this Contract. The plan must be updated to address the provisions of the False Claims Act (31 USC 3729 et seq.).

13.3. Contractor must report fraud and/or abuse information to the OptumHealth Fraud and

Abuse Compliance Officer *as soon as it is discovered* including the source of the complaint, the party complained against, nature of fraud and/or abuse complaint, approximate dollar amount(s) involved, and the legal and administrative disposition of the case. Notice of fraud and abuse must be reported to the OptumHealth Fraud and Abuse Compliance Officer.

14.0. INCIDENT REPORTING

14.1. Contractor is required to notify OptumHealth about the following incidents involving Consumers being served under this Contract:

14.1.1. Death or serious injury of patients, clients, staff, or public citizens at a Collaborative facility, or a facility that Collaborative licenses, contracts with, and/or certifies.

14.1.2. Unauthorized leave of a mentally ill offender or a sexual violent offender from a mental health facility, or a Secure Community Transition Facility, which include Evaluation and Treatment centers, and the Recovery Response Center.

14.1.3. Alleged client abuse or client neglect of a serious or emergency nature by an employee, volunteer, licensee, contractor, or another client.

14.1.4. A natural disaster (to include earthquake, volcanic eruption, tsunami, urban fire, flood, an outbreak of communicable disease, etc.) presenting substantial threat to facility operation or Consumer safety.

14.1.5. Any breach or loss of Consumer data in any form which would allow for the unauthorized use of Consumer PHI.

14.1.6. Any violent act to include rape or sexual assault, or any homicide or attempted homicide committed by a Consumer.

14.1.7. Any allegation of financial exploitation.

14.1.8. Any attempted suicide that requires medical care that occurs at a facility that Collaborative licenses, contracts with, and/or certifies.

14.1.9. Any event involving a client or staff that is likely to attract media attention.

14.1.10. In addition to all incidents/events described above, the Contractor is required to utilize professional judgment and report incidents that fall outside the scope of this section.

14.2. Notification must be made to the OptumHealth Quality Manager designee during the work day in which the Contractor becomes aware of any of the events delineated above. If the event occurs after business hours, notice must be given as soon as possible during the next work day. Reporting must be in accordance with the OptumHealth Policies and Procedures Manual.

14.3. Contractor must notify the OptumHealth Compliance Officer within four (4) hours on a work day, and if on a weekend no later than four hours of the beginning of the next work day, of any incident that was referred to the Medicaid Fraud Control Unit.

14.4. Contractor and/or its Subcontractors shall notify the following agencies or any others when required by law: Adult Protective Services; Residential Care Services Complaint Resolution Unit; Child Protective Services; Department of Health; Local Law Enforcement; Medicaid Fraud Control Unit; New Mexico State Patrol; and or any other required Agency.

14.5. Contractor shall maintain policies and procedures regarding incident reporting and referrals consistent with all applicable state and federal laws, rules and regulations. The policy shall address the Contractor's oversight and review of these incidents. These policies and procedures shall be provided upon request to OptumHealth for review and approval.

14.6. Contractor shall comply with all OptumHealth policies and procedures regarding incident reporting and the process for incident reporting to OptumHealth.

14.7. OptumHealth may require the Contractor to provide additional information regarding efforts designed to prevent or lessen the possibility of future similar incidents.

14.8. Contractor, on behalf of Collaborative, shall respond in a full and timely manner to law enforcement inquiries regarding a person's eligibility, including that of a Consumer, to possess a firearm. Contractor shall inform OptumHealth about such inquiries per OptumHealth Policies and Procedures.

15.0. INSURANCE

15.1. Liability Insurance – Medical Malpractice or Professional Liability, and Comprehensive General.

15.1.1. (a) Contractor shall procure and maintain, at Contractor's sole expense, (a) medical malpractice or professional liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 in aggregate with a maximum deductible of $5,000, and

(b) Comprehensive general and/or umbrella liability insurance in the amount of $1,000,000 per occurrence and $1,000,000 in aggregate; and

(c) Contractor shall require that all health care professionals employed by or under contract with Contractor to render services to Consumers procure and maintain malpractice insurance unless they are covered under Contractor's insurance policies. Contractor's and other health care professionals' medical malpractice insurance shall be on either an "occurrence" or "claims made" basis provided that for a "claims made" policy, such policy must be written with an extended period reporting option under such terms and conditions as may be reasonably required by OptumHealth. Prior to the Effective Date of this Contract and at each policy renewal thereafter, Contractor shall submit to the OptumHealth Chief Financial Officer in writing evidence of all of the above required insurance coverage, and upon policy renewal.

15.2. Liability Insurance - Use of Motor Vehicles. If Contractor's employees and/or volunteers use motor vehicles in conducting activities, such as Consumer services, under this Contract, liability insurance covering bodily injury and property damage shall be provided by Contractor through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of $500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a $1,000,000 annual aggregate limit. If Contractor does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Contractor letterhead shall be submitted by the Contractor to OptumHealth within thirty (30) calendar days of execution of this Contract, and upon policy renewal.

15.3. Insurance or Bond for Officers, Directors and/or Employees. Contractor shall ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be bonded or be covered by fidelity insurance to provide protection against loss in an amount not less than $50,000. The insurance or bond must be secured for the term of the Contract and must name "OptumHealth Behavioral Health Solutions" as beneficiary. The bond or certificate shall show the bonding or insurance coverage, the designated beneficiaries, covered parties, and the amounts. If the Contractor chooses to purchase fidelity insurance, the coverage must include employee theft per loss, employee theft per employee, and theft (disappearance and destruction). Documentation of insurance or bond must be provided to the OptumHealth within thirty (30) calendar days of execution of this Contract, and upon policy renewal.

15.4. Workers' Compensation Insurance. Contractor shall comply with the provisions of the State of New Mexico worker's compensation law and regulations. Upon request, Contractor shall provide documentation to OptumHealth of its having current workers' compensation insurance coverage, or being lawfully self-insured for workers' compensation under the law, by providing the appropriate documentation from the New Mexico State Department of Labor and Industries (L&I) within thirty (30) calendar days of execution of this Contract.

16.0. LAWS

16.1. Applicable Laws, Rules, and Regulations. Contractor shall provide services described in this Contract in accordance with all applicable state and federal laws and regulations, including but not limited to the New Mexico State Statutes and Administrative Code. Contractor and all of its Subcontractors under this Contract must comply with 42 CFR 438.214 as enacted or amended. Contractor shall fulfill its obligations relating to the implementation of the Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated thereunder, 45 CFR 160, 162 and 164, and the American Recovery & Reinvestment Act of 2009 (ARRA), including ARRA's Health Information Technology for Economic and Clinical Health Act ("HITECH Act") provisions. Where more stringent, Contractor shall follow 42 CFR Part 2 and applicable New Mexico State law. Contractor shall comply with all state and federal professional and facility licensing, certification and registration standards that apply to services under the terms of this Contract; and New Mexico State Office of Insurance Commissioner's laws, rules and regulations.

16.2. Effects of New Statutes, Rules, and Regulations and Changes of Conditions. The Parties agree to re-negotiate this Contract if either Party would be materially adversely affected by continued performance as a result of a change in laws, rules, or regulations; a requirement that one of the Parties comply with an existing law, rule, or regulation contrary to the other Party's prior reasonable understanding; or a change in OptumHealth's arrangements with the Collaborative. The Party affected must promptly notify the other Party of the change or required compliance and its desire to re-negotiate this Contract. If a new Contract is not executed within thirty (30) calendar days of receipt of the re-negotiation notice, the Party adversely affected shall have the right to terminate this Contract upon forty-five (45) calendar days prior written notice to the other Party. Any such notice of termination must be given within ten (10) days following the expiration of the thirty (30) calendar day re-negotiation period.

16.3. Governing Law and Venue. This Contract is and shall be construed as being executed and delivered within the State of New Mexico, governed and construed in accordance with applicable state and federal, statutes rules and regulations, and it is mutually understood and agreed by each Party hereto that all modifications shall be governed by the laws of the State of New Mexico, both as to interpretation and performance.

16.4. Laws, Regulations and Licenses. Contractor shall maintain in good standing with all federal, state, and local licenses, certifications, accreditations, and permits – without sanction, revocations, suspension, censure, prohibition, or material restriction – which are required to provide health care and mental health services according to the laws of the jurisdiction in which services are provided, and shall comply with all applicable state and federal laws, rules, and regulations. Contractor shall require that all health care and mental health professionals employed by or under contract with the Contractor to render services to Consumers comply with this provision.

16.4.1 Within ten (10) calendar days of Contractor's knowledge, the Contractor shall notify OptumHealth in the event of a loss or material restriction of any program or facility or health profession license, certification, or registration of Contractor of any employee, volunteer or student at Contractor's program(s), Contractor's facility/facilities, or of a Subcontractor.

16.4.2. Failure to comply with the Licensing and Certification Section shall result in a corrective action, and may lead to termination of this Contract.

17.0. LIABILITIES OF THE PARTIES

17.1. Damages. Any and all damages, claims, liabilities, judgments, attorney fees, and fines which may arise as a result of Contractor's or its employee's or Subcontractor's negligence or intentional wrong-doing shall be the sole responsibility of Contractor.

17.2. Indemnify and Hold Harmless. Contractor shall indemnify and hold OptumHealth, Collaborative, and Consumers harmless from and against all claims, damages, causes of action, costs or expense, including court costs and reasonable attorney fees, to the extent proximately caused by any negligent act or other wrongful conduct of Contractor, its employees, students, volunteers, and agents, arising in connection with this Contract. This clause shall survive the termination of the Contract for any reason, including breach due to insolvency by either Party. This clause shall survive the termination of the Contract for any reason, including breach due to insolvency by either Party.

18.0. NOTICES

18.1. Notices – In General. Contractor shall notify OptumHealth within ten (10) days of knowledge of any of the following:

18.1.1. Change in Contractor's name, address (mailing address or physical location), name(s) of representatives or designees that should receive certain Contract related notices or communications, ownership, or Federal Tax ID number;

18.1.2. Changes in liability insurance carriers, termination of, renewal of or any other material changes in Contractor's liability insurance or other applicable insurances, including reduction of limits, erosion of aggregate, changes in retention or non-

payment of premium;

18.1.3. Action which may result in or the actual suspension, sanction, revocation, condition, limitation, qualification, or other material restriction on Contractor's licenses, certifications or permits by any government or applicable licensing, certifying, disciplinary, regulatory or accrediting agency, under which Contractor is accredited, certified, or regulated by or authorized to provide health care or mental health services, or the performance or its employees, Subcontractors, or any suspension, revocation, condition, limitation, qualification, or other material restriction of the health professional licensing credential (e.g., license, certification, registration) of Contractor's employees.

18.1.4. Contractor's employee, student, or volunteer with unsupervised access to Consumers that is indicted, arrested, or convicted of a felony or for any criminal charge related to the practice of health care or mental health services;

18.1.5. Contractor's claims or legal actions for professional negligence or bankruptcy;

18.1.6. Contractor's termination, for cause, from Collaborative or any other state or county agency, or other entity for which it provides Consumer services similar to this Contract;

18.1.7. Any occurrence or condition that might materially impair the ability of Contractor to perform its duties under this Contract; or

18.1.8. Any condition or circumstance that may pose a direct threat to the safety of Consumers, Contractor, Contractor's staff, OptumHealth employees, or other applicable state employees.

18.1.9. Failure to comply with this provision may result in corrective action, and may result in immediate termination of this Contract.

18.2. Notices - Method and Delivery. Unless otherwise specified in this Contract, each and every notice and communication to the other Party shall be in writing. All written notices or communications shall be deemed to have been given when delivered in person; or, on the date mailed, if delivered by first-class mail, proper postage prepaid and properly addressed to the appropriate party at the address set forth on the signature page of this Contract, or to another address of which the sending party has been notified, including without limitation, to the OptumHealth Executive Director or designee at the address for notice as identified in the OptumHealth Policies & Procedures Manual.

19.0. QUALITY IMPROVEMENT, PROGRAM MONITORING AND UTILIZATION REVIEW

19.1. Quality Assurance. Contractor shall maintain internal policies and procedures that emphasize Quality Assurance with measurable outcomes. Contractor shall also participate, as requested by OptumHealth, in system development, implementation and on-going process of quality improvement, program monitoring and utilization reviews.

19.2. Quality Assurance / Management Plan. Contractor shall maintain and update annually its Quality Assurance/Management Plan in compliance and submit it to OptumHealth within thirty (30) calendar days of the signing of this Contract. This plan must meet the requirements of OptumHealth and Collaborative.

19.3. Quality Review Activities. Contractor shall cooperate with Quality Review Activities

and provide access to their facilities, personnel and records. Contractor must provide unencumbered access to the Quality Review Team (QRT) and other quality review activities as needed or requested by OptumHealth and/or the Collaborative.

19.4. Utilization Management and Quality Improvement – Access to Information and Records. In order to perform its utilization management and quality improvement activities, OptumHealth shall have access to such information and records, including billing and reimbursement claims, within seven (7) calendar days from the date the request is made, except that in the case of an audit by OptumHealth , such access shall be given at the time of the audit. If requested by OptumHealth, Contractor shall provide copies of such records free of charge. During the term of this Contract, OptumHealth shall have access to and the right to audit information and records. Said rights shall continue following the termination hereof for the longer of three (3) years or for such period as may be permitted by applicable state or federal law, regulatory authority or protocols.

20.0. RECORDS

20.1. Records Maintenance. Contractor shall maintain an adequate record keeping system for recording services, charges, dates, and other commonly accepted information elements for services rendered to Consumers. Contractor's medical, mental health, treatment, fiscal, and administrative records shall be maintained consistent with the standards of the community and in accordance with OptumHealth Policies and Procedures Manual, and all applicable state and federal laws, rules, and regulations.

20.2. Records Retention. Contractor shall retain records for any period as required by OptumHealth's contracts with Collaborative and the law. Contractor shall ensure that it has internal policies and procedures that include the requirement to retain all books, records, documents and other material relevant to this Contract for a period of not less than ten (10) years after the termination hereof in compliance with Medicaid records retention standards. Contractor may choose to retain records for a longer period. If any audit, claim, inspection, litigation, other legal action, or a review involving the records set forth is started before expiration of the ten (10) year period, the records shall be maintained until completion and resolution of all issues arising there from or until the end of the ten (10) years, whichever is later.

21.0. SERVICE REQUIREMENTS

21.1. Coverage and Provision of Services. Contractor shall follow the Collaborative and OptumHealth provisions for the coverage and provision of services to Consumers under this Contract. Contractor shall provide services described in each respective Statement of Work that is part of this Contract.

21.1.2. Customer Service. The Contractor shall provide customer service to Consumers that is customer-friendly, flexible, proactive, and responsive to Consumers, families, and stakeholders.

21.1.3. Professional Scope of Practice. Contractor shall prohibit an individual employee, student, or volunteer from providing mental health or related services that are not

within that individual's professional scope of practice as defined under all applicable laws, rules or regulations. Further, Contractor shall only permit a student, employee, or volunteer to provide mental health or related services that are within the individual's clinical expertise.

21.1.4. Referrals. Contractor shall accept all Consumers that call in to the Crisis Call Center including those referred to by OptumHealth or according to the OptumHealth Policies & Procedures Manual, or other documents established by OptumHealth.

21.1.5. Standard of Care. OptumHealth Policies and Procedures Manual, including without limitation, OptumHealth 's quality assurance and improvement standards and procedures, shall dictate services provided by Contractor or otherwise diminish Contractor's obligation to freely communicate with and/or provide services to Consumers in accordance with the applicable standard of care.

21.1.6. Where a Consumer's health care needs are identified Consumers of all ages are referred to physical health care, diagnostic services, treatment, and other measures as appropriate within five (5) calendar days of the call that provides the basis for the referral. These referrals will be documented in the Consumers' files.

22.0. STATEMENTS OF WORK

All services provided under this Contract are confirmed and described in a Statement of Work that is signed by both Parties. Contractor may have one or more Statements of Work under this Contract. Each Statement of Work has a Contract Term specified, showing contract start and end dates. Changes to a Statement of Work must be made by a written Amendment signed and dated by both Parties.

23. SUBCONTRACTS

Contractor shall not subcontract services unless Contractor has received the prior written approval of OptumHealth. Contractor shall be responsible for the acts and omissions of any of its Subcontractors under this Contract that are so approved.

23.1. OptumHealth must approve of Contractor's Subcontracts *prior* to their execution.

23.2. OptumHealth must be provided with copies of all of Contractor's most current, fully executed Subcontracts no later than ninety (90) calendar days after the effective date of this Contract, and any and all fully executed amendments thereafter within fifteen (15) calendar days.

23.3. Within thirty (30) days of signing this Contract, Contractor shall submit to OptumHealth 8 an Annual Subcontractor Monitoring Plan. The Monitoring Plan, which may be in the Contractor's own format, must include:

23.3.1. The name of each Subcontractor;
23.3.2. List of specific contracted services;
23.3.3. Detailed compensation arrangement between Contractor and Subcontractor;

23.3.5. Any corrective action taken by Contractor against Subcontractor within past 18 months; and

23.3.6. Corrective action plan by Subcontractor to address issues / any outstanding issues.

24.0. TERM

This Contract shall become effective upon signature of both Parties on the Signature Page, or at 12:00 a.m. on December 1, 2012 Pacific Standard Time (PST), whichever occurs later. The term of this Contract expires on December 31, 2013, unless the Parties amend this Contract.

25.0. TERMINATION

This Contract may be terminated by:

25.1. Mutual Contract. OptumHealth and Contractor may mutually agree in writing to terminate this Contract.

25.2. Material Breach. Either Party, in the event of a material breach of this Contract by the other Party, upon thirty (30) calendar days prior written notice to the other Party. The written notice shall specify the precise nature of the breach. In the event the breaching Party cures the breach to the reasonable satisfaction of the non-breaching Party, within thirty (30) calendar days after the non-breaching Party's written notice, this Contract shall not terminate.

25.3. Concern for Health & Safety. OptumHealth may immediately terminate this Contract if OptumHealth determines, in its sole discretion, that the health, safety, and/or welfare of Consumers may be jeopardized by the continuation of this Contract.

25.4. Other. In addition to its termination rights under this Contract, OptumHealth shall have the right to immediately terminate this Contract if required by the Collaborative or to revoke any functions or activities delegated to the Contractor or impose other sanctions if in its sole judgment OptumHealth determines that Contractor's performance is inadequate.

25.5. Consumers and Termination.

25.5.1. Continuation of Services. At the option of OptumHealth, Contractor shall continue to provide services authorized by OptumHealth to Consumers who are receiving services from Contractor as of the effective date of the termination of this Contract, until services can be satisfactorily transferred to another Contractor or the State of New Mexico . OptumHealth shall continue to reimburse Contractor for such services at Contractor's rate(s) under this Contract in accordance with any such extension amendment.

25.5.2. Contractor Communications with Consumer. Contractor agrees to cooperate in providing information that may be required about this transition by Collaborative. If requested, Contractor must ensure that Consumers receiving services from Contractor receive thirty (30) calendar days written notification of termination by Contractor.

25.5.3. OptumHealth Communications with Consumers. Contractor acknowledges and agrees that OptumHealth has the right to inform Consumers of Contractor's termination and/or the notice of termination to Contractor, and agrees to cooperate in good faith with OptumHealth in matters concerning the termination/transition, and agrees to hold OptumHealth harmless for exercising its rights hereinunder.

25.5.4. Transfer of Consumers. During periods of notice of termination, OptumHealth reserves the right to transfer Consumers to another Contractor, and Contractor agrees to cooperate and assist with such transfers.

Statement of Work #1

For ProtoCall Services, Inc.

December 1, 2012 to December 31, 2013

I. OVERVIEW

Contractor shall provide Crisis Line services twenty-four (24) hours a day, seven (7) days a week, 365 days a year through a local Toll Free 1-800 number. These services can also be accessed through TTY/TDD and interpreter services are available via Contractor's multi-lingual language line. Crisis Line staff will provide an initial triage assessment for care. The Crisis Line staff will provide information and referral(s) to the appropriate community resources as needed in order to assist an individual dealing with a current or potential crisis situation. When determined to be necessary, the Crisis Line staff will call local law enforcement and/or other community service providers to request a dispatch to ameliorate an individual's crisis and/or assist with an individual's mental health needs.

ProtoCall Services, Inc. (ProtoCall) shall provide counseling staff to perform these services as well as operate a call center based in New Mexico. The NM Crisis and Access Line will provide both mental health and substance abuse crisis line services through a single, professionally staffed phone number, accessible 24 hours a day across the entire state for all New Mexicans. There is currently no statewide crisis line in New Mexico.

The line will function as a central point of access and will coordinate with provider agencies, respite care, warm lines, emergency rooms, law enforcement agencies and correctional facilities to help ensure access to the right care at the right time for those in a crisis.

The line will be answered by trained, professional staff who will provide: telephone triage and crisis intervention, coordination with public mental health and substance abuse systems and immediate phone support to individuals and families in crisis. It is anticipated that the NM Crisis and Access Line will eventually receive approximately 4,000 calls per month. Each call will represent a New Mexican who can now have quicker access to the right resources they need during one of life's most difficult times.

ProtoCall shall implement and manage a fully integrated central point of telephonic access serving 2+ million residents of the state of New Mexico. Services will be provided from a new Albuquerque call center integrated with ProtoCall's other call center locations.

II. GOALS AND OBJECTIVES

A. Provide Central and Primary Behavioral Health Access Line for all Crisis services in the State of New Mexico including:

- Provide crisis intervention via phone
- Increase access to urgent and emergent resources
- Help reduce wait times for those seeking services
- Connect New Mexicans with the right resources at the right time
- Build capacity to best manage future growth
- Develop data to better understand New Mexico's needs and how to allocate resources.

B. Assist individuals who may be experiencing a crisis to access support and services as quickly as possible and as outlined in the Optum Health Policies and Procedures Manual.

C. To coordinate with existing Core Service Agency after-hour lines that are currently in place.

III. SERVICE REQUIREMENTS

The Contractor shall:

A. ProtoCall will operate a toll-free access statewide crisis and access line available 24 hours/365/366 days a year for callers from any location in New Mexico with TTY/TDD access for individuals who are deaf and/or hearing impaired. Provide access and availability to twenty-four (24) hour language translation/interpreter services. ProtoCall will contract with an interpreter service to ensure prompt access to interpreter services. The Crisis and Access Line will be staffed exclusively by Masters level and above clinicians

B. Provide sufficient staffing in order to provide for immediate telephone response to callers (within thirty (30) seconds at least 90% of the time).

C. Provide timely and effective assessment and intervention support to individuals experiencing a crisis situation. Ensure that all communication is provided in a respectful manner utilizing a Solution-Focused approach which supports the positive aspects or solutions that are available to the individual. Provide information and referral to community resources; crisis intervention supports; and crisis triage risk assessment as needed. Provide advocacy for the individual(s) as the situation dictates. Ensure that the process is user friendly, is customer service focused, and provides effective risk management.

D. Contractor will, where and when appropriate, identify Consumers that they deem to be at risk, or may become, "at risk" and refer them to the local Core Service Agency or other provider as appropriate within one (1) business day.

E. Provide a "Seamless Service" approach through providing next business day notification, reports, linkages, and follow-up recommendations to OptumHealth and the network provider who Contractor referred the Consumer to who have contacted the Crisis Line.

F. Ensure that all Crisis Line staff are trained in the principles of harm reduction, trauma-informed care, strength-based recovery and resiliency oriented language and communication, the use of natural supports, major mental health disorders, crisis intervention, suicidal and homicidal assessment, substance abuse, co-occurring disorders, domestic violence, use of psychotropic medications, cultural competence, Involuntary Treatment Act (ITA) rules and regulations, confidentiality, HIPAA, and the any related NMAC.

G. Provide twenty-four (24) hour staff supervision by a qualified mental health professional. Specifically, staff supervision is provided by a person with a master's degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such person has, in addition, at least two years of experience in direct treatment of persons with mental illness or emotional disturbance, as gained under the supervision of a mental health professional.

H. Coordinate with community service providers, as available, regarding the synchronization

of seamless telephone connection(s) and service coordination between Contractor and providers or community service providers that Contractor connects the Consumer to.

Identify and maintain a current list of community primary crisis service contacts for OptumHealth by network provider and/or community service provider for the seamless coordination of services.

ProtoCall shall hire and train a sufficient number of clinical staff (Masters level or above) to answer the eventually expected 4,000 monthly calls. This volume is expected to require the additional clinical staffing equivalent of 9.8 FTE.

The initial billing period is based on $72,000 per month for an anticipated average of 4,000 calls per month during minimum initial term of 6 months. Adjustments to estimated capacity requires and costs can be made as follows: At any point after the initial 6 months of actual operations, and with a minimum 90 day notice, the *minimum* monthly fee can be adjusted downward based on the actual usage and according to the following unit rates:

Monthly call volume and unit cost:
up to 2000 calls @ $22.50/call = $45,000
up to 3000 calls @ $19.00/call = $57,000
up to 4000 calls @ $18.00/call = $72,000
up to 5000 calls and above @ $17.00/call

Hire and train a New Mexico based Program Manager. Hire and train a New Mexico based Resource Coordinator. Assign a dedicated Relationship Manager and a dedicated Project Manager.

Create a dedicated and customized call handling database for New Mexico, for use by ProtoCall clinicians. Make available to ProtoCall clinicians the New Mexico Social Services Resource Directory. Creation of a comprehensive, statewide referral database for use on the crisis line. OptumHealth New Mexico may have full rights to any resource and referral database, and will retain those rights upon termination of the contract.

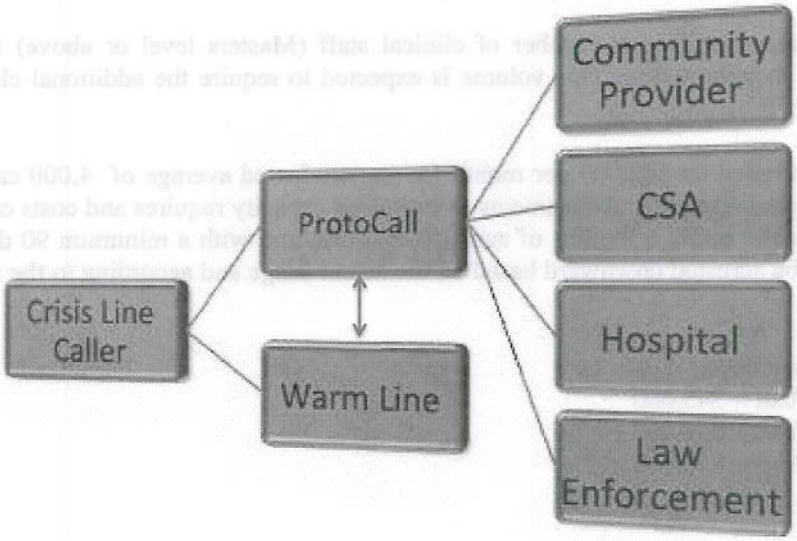
Documentation of every call received on the New Mexico Statewide Crisis and Access Line will be completed in ProtoCall's proprietary software which shall also include the recording of each call (when recording is permitted by the caller).

Provide Optum Health New Mexico with access to all call records via a secure, web-based inbox.

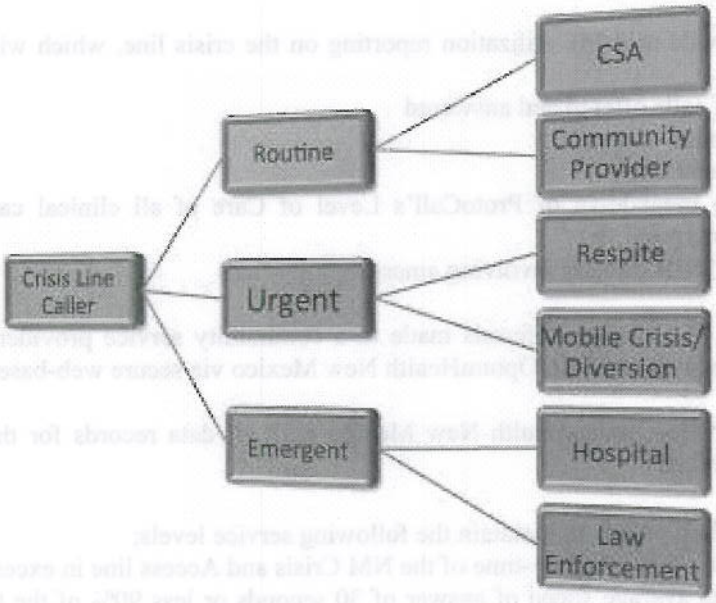
Complete a New Mexico focused cultural diversity training for all ProtoCall clinicians. Training must be prior approved by Optum and the State.

Prior to the execution of this Contract, Contractor shall disclose any contracts or arrangements it has with other providers or entities located in the State of New Mexico to ensure there is no conflict of interest present. By executing this Agreement, Provider is certifying and representing to OptumHealth New Mexico that by executing this Contract, Contractor is not in violation of any contractual relationship it has.

Centralized crisis/access line



Level of Care Based Referrals



Description of facilities and activities to be based in New Mexico

- ProtoCall will establish and operate a call center in New Mexico
- ProtoCall will enter into a signed lease agreement with a secure facility in New Mexico
- ProtoCall will supply a minimum of 8 call center work stations, including all furniture, phones, and computers necessary to operating the crisis line
- ProtoCall will provide full redundant capabilities to the New Mexico location
- ProtoCall will provide full call handling integration between the New Mexico location and existing call centers in Portland, OR, and Grandville, MI.
- ProtoCall will maintain relationships with the established CSA's in New Mexico for the purposes of:
  - Coordination of care
  - Ensuring accuracy of referral and resource information used by ProtoCall clinicians
- ProtoCall will advise OHNM prior to interviewing any Optum and/or UHG applicants. The parties will mutually resolve any issues related to ProtoCall's desire to hire current OHNM staff.

Maintenance Services

- ProtoCall shall provide the following ongoing maintenance services:
- ProtoCall shall make best efforts to correct all known errors in the crisis line call handling and referral databases
- ProtoCall shall maintain a continuous, ongoing effort to seek out updates and best information to include in the crisis line call handling and referral databases
- ProtoCall will respond to any inquiry about a call by a consumer or Optum Health New Mexico.

- ProtoCall shall be available during normal business hours to resolve problems or answer questions regarding crisis and access line operations

IV. Tracking, Data and Reporting

- ProtoCall will provide monthly utilization reporting on the crisis line, which will include, at minimum;
  - Number of calls offered and answered
  - Average speed of answer
  - Abandonment rate
  - Percentage breakdown of ProtoCall's Level of Care of all clinical calls (Routine, Urgent, Emergent)
  - Number of calls directly involving emergency services

- Individual reports of consumer referrals made to a community service provider or CSA for tracking will be made available to OptumHealth New Mexico via secure web-based inbox.

- ProtoCall will provide Optum Health New Mexico with all data records for the Crisis and Access Line upon request

- ProtoCall will use best efforts to maintain the following service levels;
  - Maintain an operational up-time of the NM Crisis and Access line in excess of 99.5%
  - Maintain an average speed of answer of 30 seconds or less 90% of the time and less than 5% abandonment, and 0% blocked or busy calls.

B. Contractor shall submit a monthly report by the 10th day of the month. Data to be included is outlined in the attached Deliverables Table.

C. Contractor shall provide all contract deliverables for this Statement of Work according to the attached DELIVERABLES TABLE.

D. Provide reporting requirements and deliverables described in this Statement of Work to OptumHealth in a complete, accurate and timely manner.

- (Reporting, workflows and procedures specifications must meet contractor's requirements and be prior approved)

V. PAYMENT

The total amount of consideration which shall be paid under this Statement of Work #1 for the Contract term is $900,200 which comprises $36,200 for start- up costs and $864,000 for January 7, 2013 (Go Live) to December 31, 2013. The $864,000 is based on an average call in volume of 4000 calls monthly at a cost of $18.00 a call. Start-up costs will be paid as follows: upon mutual execution of this Contract, $25,000 may be invoiced with the remainder invoiced upon successful start-up of the Call Center and Go Live on January 7, 2013. Thereafter, Contractor may bill OptumHealth on a monthly basis for $72,000 inclusive of any gross receipt or sales taxes. Contractor shall use the OHNM approved Invoice when submitting payment to OptumHealth.

VI. CALL CENTER PERFORMANCE MONITORING

A. ProtoCall will staff the New Mexico Crisis and Access line with 9.8 FTE in anticipation of 4,000 calls per month. Best efforts have been used to anticipate the potential volume, distribution and type of call, and the corresponding level of staffing required to maintain call center response standards. ProtoCall monitors performance levels on a daily basis, in 30-minute increments, to evaluate call center accessibility and assess staffing requirements.

B. Performance standards include meeting the following thresholds on a monthly basis:
   1. 90% of inbound calls answered within 30 seconds
   2. Calls abandonment =/< 5%
   3. 0% of calls blocked or busy
   4. These performance metrics will be tabulated monthly and reported to Optum NM on or before the 5th of the following month.

C. In the event that any call center metric does not meet or exceed its threshold in any reporting period, a *corrective action plan* describing ProtoCall's steps to address the deficiency will be submitted to OHNM within 15 calendar days.

D. In the event that a deficiency persists for a second consecutive reporting period, a holdback [implies payment after satisfaction of certain conditions] (credit) of five percent (5%) of the base monthly fee, for that, and any subsequent month in which the deficiency persists, shall be applied. If corrected in the subsequent month, the holdback will be credited and paid to ProtoCall. Notwithstanding the foregoing, once ProtoCall has missed the performance metrics in 2 consecutive months, in the event that ProtoCall does not meet the above performance metrics again, for any month in which that occurs, five percent (5%) will be deducted from the monthly payment due to ProtoCall.

E. The call volume on the New Mexico Crisis and Access Line may at times experience sudden increases in volume, such as may result from natural disasters, public health crises, unanticipated media coverage, etc., and such events may cause call center performance metrics to fall below standards. In such events, ProtoCall shall use best efforts to respond accordingly to maintain the highest possible accessibility. It is understood that, in months where the number of calls rises above 125% of the anticipated volume, performance guarantees will not apply. In any such period, the corrective action plan describing the event(s), analysis of potential impacts in the future, and ProtoCall's response, will be submitted to OHNM. If it is determined that call volume increases are expected to be permanent, ProtoCall's corrective action plan may include the recommendation to expand the number of calls and call center personnel planned for in this Scope of Work.

VI Contractor Proposal

The Contractor's proposal is attached as Attachment A and is incorporated herein by this reference.

Attachment A

ProtoCall Services, Inc. Proposal

Project Name: NM Statewide Crisis & Access Line

Responding Agency: ProtoCall Services Inc.

621 SW Alder, Suite 400
Portland, OR 97205

Date October 19, 2012

INTRODUCTION

The need for a statewide crisis network for those who may be dealing with a mental health or substance abuse crisis is clear. According to the CDC, New Mexico has the 2nd highest suicide rate in the country with 20.4 suicide per 100,000 residents. In addition, a 2008 SAMHSA brief, the percent of total admissions of individuals with psychological problems has more than doubled in New Mexico since 1992.

In response to House Joint Memorial 17, a committee was formed and directed to review and make recommendations for how to best serve mental health consumers who find themselves in crisis. One of the committee's top priorities was the development of a statewide crisis line which is now known as the New Mexico Crisis and Access Line Project. The NM Crisis and Access Line will provide both mental health and substance abuse crisis line services through a single, professionally staffed phone number, accessible 24 hours a day across the entire state for all New Mexicans. There is currently no statewide crisis line in New Mexico.

The central goals of the NM Crisis and Access Line will be to:

- Provide crisis intervention via phone
- Increase access to urgent and emergent resources
- Help reduce wait times for those seeking services
- Connect New Mexicans with the right resources at the right time
- Build capacity to best manage future growth
- Develop data to better understand New Mexico's needs and how to allocate resources.

The line will function as a central point of access and will coordinate with provider agencies, respite care, warm lines, emergency rooms, law enforcement agencies and correctional facilities to help ensure access to the right care at the right time for those in a crisis.

The line will be answered by trained, professional staff who will provide: telephone triage and crisis intervention, coordination with public mental health and substance abuse systems and immediate phone support to individuals and families in crisis. It is anticipated that the NM Crisis and Access Line will eventually receive approximately 4,000 calls per month. Each call will represent a New Mexican who can now have quicker access to the right resources they need during one of life's most difficult times.

ProtoCall proposes to implement and manage a fully integrated central point of telephonic access serving 2+ million residents of the state of New Mexico. Services will be provided from a new Albuquerque call center integrated with ProtoCall's Portland, OR, and Grandville, MI, locations. The line will be professionally staffed by exclusively masters level and above clinicians and operated 24 hours a day, 7 days a week.

ProtoCall is the most recognized partner for helping behavioral health providers ensure 24/7 access to care. In the past 10 years, ProtoCall has responded to nearly 4 million phone calls and nearly 1.5 million clinical assessments. ProtoCall is certified by the American Association of Suicidology, (the first privately-held provider to achieve this recognition) CARF, and is licensed by the state of Washington as a provider of crisis mental health services.

In its role within the NM Statewide Crisis and Access Line, ProtoCall will leverage this experience managing behavioral health crisis line and access services in communities nationwide to effectively integrate services and work collaboratively across the New Mexico system of providers and CSAs.

- **Clinical and Operational Training** – ProtoCall has significant expertise in the development and delivery of training to the crisis line clinician. Tools for training include web-based e-learning, live and pre-recorded simulation-based training and practice algorithms, pre and post-training testing tools, and others. ProtoCall's training approach has been developed and successfully deployed for more than 60 clinicians in the last 24 months alone.
- **Recruiting, Hiring, and Retention** –ProtoCall is a significant employer and training organization in the local Portland market. In addition to its carefully designed training, ProtoCall has devoted significant attention to its branding as an excellent place to work and develop. Well-designed HR policies, a strong attention to detail, and a commitment to our employees –key to any successful implementation –are attributes that the NM Crisis and Access Line project can look to obtain in ProtoCall as its partner. As a growing company, ProtoCall would seek to expand its presence in New Mexico beyond this line, and ultimately be a net creator of jobs in the region.

TELEPHONE CRISIS SERVICES

ProtoCall has operated around-the-clock since being formed as a division of Metro Crisis Intervention Services (MCIS) in 1992. The continuous provision of professional telephonic professional behavioral health crisis response services is our unique specialty.

This experience and proven ability will be the basis for ProtoCall's implementation of the 24/7 Crisis and Access Line operation within the NM project. The Albuquerque call center will located nearby existing OHNM offices to facilitate collaboration, training and knowledge transfer, and the potential for resource sharing and other synergies.

ProtoCall is highly capable of coordinating crisis care for consumers across continuums of care and providing guidance and consultation to consumers, families, first responders and facility personnel. This experience, along with the software tools to support clinicians' access to real-time referral information and protocols, will be the core of meeting and exceeding these requirements.

CLINICAL APPROACH

ProtoCall's clinical approach consists of a Solution Focused Crisis Intervention model that emphasizes the development of rapport or "good contact" with the consumer, clinical assessment, and a collaborative process of identifying "exceptions" to the consumer's problem situation to assist in problem solving. An assumption in solution-focused approaches is that the consumer has the necessary resources to find solutions to concerns. The goal is to expand the consumer's frame to include the moments when solution trials have succeeded. This strength based approach is highly client centered and supports consumers in recovery. It is empirically supported by a study

published in 2007 in Suicide & Life Threatening Behavior, in which thousands of telephone crisis calls across multiple organizations were monitored and assessed (Mishara, B.L., Chagnon, F., Daigle, M., Balan, B., Raymond, S., Marcoux, I., Bardon, C., Campbell, J.K., and Berman, A. (2007), Which Helper Behaviors and Intervention Styles are Related to Better Short-Term Outcomes in Telephone Crisis Intervention? Results from a Silent Monitoring Study of Calls to the U.S. 1-800-SUICIDE Network. Suicide and Life-Threatening Behavior, 37: 308-321.) The study data only supported the effectiveness of a model focusing on the combination of good contact and collaborative problem solving. Models focusing purely on reflective listening, or models focusing on advice giving were not supported.

The goal of our counselors is not to become the caller's "therapist" or to interfere in the "therapeutic process", rather to provide callers with a response that manages risk, is user-friendly and customer-service focused. Hence, our use of a solution-focused clinical model has been adapted for use in our more narrowly focused intake and crisis assessment role.

ProtoCall's Solution Focused model embraces a Recovery and Harm Reduction model by focusing on consumer short-term goals, but always in the light of their long term goals.

ProtoCall's clinical philosophy, training, and approach reinforce individual self-determination. Utilization of least restrictive alternatives through safety planning is at the core of the crisis intervention and de-escalation process. Safety planning consists of helping the caller generate: Behavioral Plans, in-the-moment coping strategies usually familiar to and effective for the caller; Safety Plans, activities which mitigate previously identified safety concerns; and Contingency Plans, activities which the caller can fall back on if their Safety Plan becomes ineffective or unobtainable.

ProtoCall's clinical approach is an exemplar of Trauma Informed Care. ProtoCall's counselors are all trained in telephone trauma response, and use this expertise to recognize the impact of trauma on callers. They are aware of the prevalence of histories of trauma in clients in Behavioral Health systems, and use this knowledge to build rapport and create a supportive clinical environment that allows consumers to focus on present situations and goals. ProtoCall clinicians have basic training in the principles of DBT, and use these principles to maintain collaborative and client centered attitudes toward consumers who may present in high distress and with potentially antagonistic relationships toward helping professionals.

STAFFING AND SUPERVISION

ProtoCall proposes to manage the Crisis and Access line with an emphasis on local coordination, and the support and resources of the larger organization. Clinical and Operational Leadership will be developed in New Mexico with the support of ProtoCall's existing leadership team. A clinical site manager and resource coordinator will be hired to promote clinical excellence as well as local knowledge.

DEPTH OF CALL CENTER STAFFING

ProtoCall has extensive experience in the use and distribution of resources across Master's level and licensed clinicians to ensure efficient and effective allocation and client access. ProtoCall's current requirements for call center staff meet and exceed those competencies specified in section.

Call center staffing levels are determined an adjusted based on actual and predicted demand which will vary over time and seasonally. ProtoCall will use is current expertise in workforce management and it knowledge of call volume patterns across 38,000 monthly calls in its current operation, to determine adequate staffing levels.

The NM Crisis and Access Line will have the benefit of automatically routing calls to the Portland and Grandville contact centers during periods of peak demand or diminished capacity to avoid call handling delays. Immediate access to care will always be prioritized. Calls redirected to the Portland and Grandville locations will be handled by staff with the same qualifications, training, and resource information.

PROVEN EXPERIENCED SUPERVISION

ProtoCall has developed a supervision model that is customized to the needs of a clinical call center. It incorporates both individual and group supervision. Individual supervision occurs both "in the moment" and monthly. In the moment supervision is one of the most effective learning tools for a call center clinician. Clinicians will have access to consultation with a supervisor 24 hours a day. Rapid consultation about a clinical call during the call, or debriefing after a call, can prepare a clinician for similar future situations.

Individual supervision is scheduled on a monthly basis. These sessions focus on individual clinician progress and development. As referenced in the discussion of QA, all clinicians will be expected to develop individualized clinical goals. These goals are discussed monthly in supervision with their direct supervisor.

Group supervision occurs three times a month; combined with the individual supervision, it provides effective weekly supervision for all clinicians, in addition to the "in the moment" supervision. ProtoCall also provides group licensure supervision to clinicians that are in licensure process.

ProtoCall also schedules regular large group trainings, with speakers from the community or from within the organization. All group trainings are digitally recorded and available on ProtoCall's intranet for clinicians who were not able to attend. NM Crisis and Access clinicians would be able to access the trainings physically provided in Portland (and vice-versa), as well as attend trainings physically in Albuquerque. It will be important to have trainings provided by community partners, and those partners would be invited to attend other trainings.

STAFF RECRUITMENT AND TRAINING RECRUITING

ProtoCall has 20 years of experience in recruiting professional call center staff. The lessons learned during that time period will be applied to recruiting qualified staff for the Albuquerque call center, and we will be on the alert for any indicator that there is a need to adjust the approach based on geographical or cultural differences.

INTERVIEWING

Applicants from all advertising avenues will enter into an extensive competency based interview process. Telephone crisis response is not a job that is suited for all clinicians. We have developed an interviewing process that increases the likelihood that successful candidates will be able to benefit from the training and will develop, or further hone, the skills and characteristics necessary to be productive and satisfied in these positions.

There are three stages in the interview process. An initial conference call interview satisfies two objectives. It provides a cost effective method to educate candidates on the work, allowing self-selection of those candidates who believe that they can manage the challenges of shift work, telephone only contact, and a crisis environment. It also allows for initial assessment of the candidates' telephone voice and presentation, before the interviewer has other information that would be gathered in a face to face interview. We value an initial assessment that is most similar to the experience of a client who would be speaking to the candidate on a crisis call.

The second stage is a clinical interview. This stage assesses the candidates clinical preparation and ability to learn new clinical approaches if necessary. This is a thorough interview, focusing on experience and/or openness to a brief solution focused model, clinical background and experience, and "teach-ability."

The third stage is an operational interview. In our 20 years of experience in hiring call center clinicians, we have learned that many otherwise excellent clinicians are not capable of the necessary multi-tasking, and the integration of technology and clinical practice.

We have created a call center simulation tool to directly assess candidates' readiness to multi-task and manage technology. Our call center software has an interview and training mode. The training mode allows the candidate to sit down in front of a computer and experience a simulated "call." The candidate hears a recording and interacts with the recording, asking questions, and entering information into the software. This allows an interviewer/observer to evaluate the candidate's comfort with technology, computer based documentation, and multi-tasking, and listen to the candidate's voice tone. As you can imagine, this creates an intense and even anxiety-provoking interview experience, which allows the interviewer to assess candidates' ability to manage their emotions during a stressful experience.

TRAINING

ProtoCall provides an extensive and thorough training process for all clinicians, regardless of their background and experience. This training content has been developed based on feedback from hundreds of clinicians and their supervisors. It is focused on developing consistency across all clinicians, and creating a consistent experience for the caller.

Clinicians are trained in ProtoCall's Solution Focused Crisis Intervention model, which emphasizes the development of rapport or "good contact" with the client, clinical assessment, and a collaborative process of identifying "exceptions" to the client's problem situation to assist in problem solving. This strength based approach is highly client centered and supports clients in recovery. It is empirically supported by a study published in 2007 in Suicide & Life Threatening Behavior, in which thousands of telephone crisis calls across multiple organizations were monitored and assessed. The study data only supported the effectiveness of a model focusing on the combination of good contact and collaborative problem solving. Models focusing purely on reflective listening, or models focusing on advice giving were not supported.

The training also focuses on competencies of Clinical Call Center work that differ from face to face clinical work. It prepares clinicians to assess and intervene without the visual cues and body language communication that is available in face to face settings. It also focuses on developing competency with ProtoCall's technology, and on the development of efficiency necessary to thrive in an environment of variable and unpredictable call demand. It also provides a review of general clinical areas, including client populations, cultural issues, risk assessment, substance abuse, and others. Lastly, it emphasizes specific training on suicide assessment and intervention.

The training process is an initial four week interactive "training lab" environment, followed by ongoing mentoring and supervision. The first three months are considered to be active on the job training, with a training "checklist" completed at the end of three months. The employee is on orientation for a total of six months, with regular assessment occurring during this time. Subsequent formal assessment and evaluation occurs at the end of the first full year, and annually thereafter.

ProtoCall's training lab process is based on the principles of "fluency building." The approach is modeled on the work Dr. Carl Binder of Binder-Riha Associates, who provided consultation to ProtoCall in the development of the

model. Dr. Binder's work is well known in the field of Performance Improvement.

Fluency building differs from most training approaches and allows for a more rapid ramp up of new clinicians. It is based on the premise that successful training must result in competence, rather than just knowledge. Competence results from the integration of knowledge into practice in such a way that the appropriate actions become automatic. This is essential in a Clinical Call Center environment, because clinicians' efficiency depends on their ability to make rapid decisions, using technology to follow decision rules, document information, all while maintaining rapport with clients. Adequately preparing clinicians for this is not only essential for good clinical practice and client satisfaction, it also has a significant impact on clinician job satisfaction and retention. ProtoCall has developed its software program to assist in fluency building. It allows for simulated experience so that clinicians can practice with the computer, rather than learning "on" actual clients.

New clinicians do not talk with actual clients for the first week of the training process. There are lectures and discussion, followed by relevant simulation exercises in the software. The clinicians listen to recordings, follow software instructions, and record their conversation with the simulated "client." This creates a level of consistency in practice and documentation that is otherwise difficult to achieve.

The simulations are integrated with classroom training, focusing on the content listed above. Additionally, the training will include specific procedures and resources unique to the State of New Mexico. The fluency approach will provide clinicians with a comfort with these procedures and resources, even before they have the opportunity to use them with live callers.

During the final three weeks of the training lab process, new clinicians are transitioned from simulations, to the experience of taking real clinical calls.

This model of progressive independence, with feedback and supervision, also contributes to consistency in call handling practice and quality. Progressive call taking training will take place with live calls from New Mexico and from ProtoCall's other lines across the nation. However, the initial hiring for the project will occur before the Crisis and Access line is functioning.

ONGOING TRAINING AND SUPERVISION, AND RETENTION

ProtoCall has learned that retention begins with satisfied, competent clinicians. Telephone crisis work can be intense and emotionally exhausting. Unlike ongoing face to face clinical practice, telephone crisis clinicians rarely experience the reward of watching clients improve over time. Crisis workers encounter clients in their times of deepest pain and suffering, and this experience can contribute to burnout, compassion fatigue, and vicarious traumatization. This is best addressed by training, supervision, and a positive team environment.

ProtoCall's initial training assists in this process by using leading edge approaches to maximize the clinician experience of helpfulness and efficacy. Despite the challenges mentioned above, well trained clinicians can experience consistent "success" on telephone crisis calls because they understand the limits of their "treatment plans." Telephone crisis clinicians who understand their role in a larger continuum of behavioral health delivery can focus on small changes and shifts in client experience within the call itself. Their training also prepares them to be more effective on calls, and to educate clients on the obtainable goals on calls. This seemingly small factor can have a significant impact on long term job satisfaction and retention.

Ongoing supervision and training is equally important. The structure and content of supervision in a clinical call center environment differs from that provided in many other clinical environments. Clinicians are not carrying

ongoing case loads, so supervision cannot center on the progress of clients, and preparation for the next session, as it does in many other clinical settings. Moreover, clinicians in the call center effectively "share" clients, and therefore there is an increased need for consistency that is not present in other settings. Supervision must address this.

ProtoCall's commitment to training extends to individual continuing education. ProtoCall has a contract with Essential Learning, the largest provider of online continuing education for clinicians. ProtoCall requires all clinicians to use Essential Learning for certain training topics, including HIPAA, Client Rights, and Cultural Diversity. Additionally Essential Learning is provided at no cost to all clinicians, to encourage them in continued education, and to assist them in meeting the continuing education requirements of their licenses, if applicable.

A positive employee culture and team environment is a crucial factor in clinician retention. ProtoCall has focused strongly in this area, and will apply the same approach to the NM Crisis & Access Line project. Clinician exit interviews regularly report that clinicians regret leaving the positive culture of ProtoCall, and cite the team environment and support as a major factor in their job satisfaction.

CONSUMER AND PEER WARM LINE SERVICES

ProtoCall welcomes the opportunity to work in conjunction with consumer warm line services. We believe that such lines offer an excellent complement to a professional service, and creates a fuller continuum of services. We have worked alongside warm lines in several disparate parts of the United States, and have benefited from the experience. This is very beneficial for professional clinicians who work primarily with clients in crisis. It assists in optimism and perspective, and can be a preventative factor in burnout. ProtoCall has had clients in recovery provide trainings for its Portland clinicians; the relationships with peer warm lines will provide a stronger, integrated service.

ProtoCall's phone system has the capability for seamless transfers to any of the existing and future peer lines in New Mexico. We believe that the caller's involvement and self-determination, is crucial, in most cases, in determining the appropriate line. We will also participate in consultation for any warm line programs that we work with, and allow for these lines to hand-off calls that should be transferred back to the Crisis and Access Line, based on the assessment of risk during the call.

OPERATIONAL CAPACITY

ProtoCall organizational experience spans the management of both public and private, non-profit and for-profit projects and enterprises. As such we are uniquely positioned to bring a long history of a social service-driven mission to a sophisticated business approach to ensuring high quality, sustainable operations for the community of stakeholders.

We are able to assist in the development of community public relations and information campaigns in the Optum Pierce County crisis line campaign, and would look forward to doing the same in New Mexico. Community presentations and Mental Health First Aid trainings to the community is also within our competencies.

The development of resource databases and directories is an ongoing part of our work with community mental health centers and linkages with other providers is commonplace. ProtoCall will participate in resource mapping efforts already underway with the State of New Mexico and OHNM. Additionally, ProtoCall will hire a full time position to assist with resource identification across the state, as well as ensure updates are made in a timely fashion. ProtoCall would also make public any resource guide or database such that the larger community can

benefit.

It is ProtoCall's standard practice to collaborate with each of its partners in the development of levels of care and triage protocols that effectively ensure appropriate access for consumers. The nature of the NM Crisis and Access Line project allows for an even deeper collaboration in system design. ProtoCall would anticipate early and significant involvement in this process. Examples of already-established crisis triage protocols include the suicide and general assessment standards used with existing CSA's in New Mexico.

CALL HANDLING SOFTWARE

Our proprietary software program was developed internally and continues to be improved based upon feedback from our clinicians across 1.5 million intakes and interventions. The functionalities of this program were designed specifically to accommodate call center needs, such as

- Accessing and importing caller history in real time
- Client alert system for client-specific interventions
- Consistent information gathering, call documentation and reporting
- Functionalities to aid in call center workflow and documentation, such as an electronic "scratchpad," procedural prompts and alerts.
- Consistent access to information such as local resources, phone numbers, hospital procedures, etc.
- Accommodates internet access from within the call handling screens (e.g. hyperlinks to external and internal web sites)

TELECOMMUNICATION TOOLS

ProtoCall is experienced in the management and administration of a complex telecommunications infrastructure. The telecommunications infrastructure for the NM Crisis and Access Line will leverage ProtoCall's existing Avaya Contact Center system, which includes a hosted PBX solution that includes multi-line call forwarding and conferencing, voicemail, silent monitoring, call recording, ACD administration, expert agent selection, real time and historical call data, and performance reporting (speed of answer, abandonment rate, etc).

DISASTER RECOVERY

Disaster recovery will be enhanced by a remotely hosted network in a secure data center facility. This means that the both the phone and network functionality can be promptly relocated in the event of a facility failure. The remotely hosted database is also duplicated and fully backed up.

In addition to fully redundant phone and network services, ProtoCall's proposal leverages our existing call centers in Portland and Grandville, ensuring that redundancy is met through staffing as well as technology. ProtoCall's Portland and Michigan based clinical staff will have the same qualifications and technology to seamlessly respond to calls in a disaster or overflow situation.

QUALITY ASSURANCE

Quality Assurance is the foundation of a successful, long term, call center operation. It is crucial for maintaining consistency, and giving clinicians a structure which helps keep them focused on their own desire for high quality work. ProtoCall has an established Quality Assurance program that it will extend to the NM Crisis and Access Line.

The first step in Quality Assurance is strong, consistent, supervision. Clinicians must know that their supervisors care about quality, and this must be reinforced daily. High quality work must be "called out" and it must be clear to clinicians that every person in the organization's management team values quality.

Review of call documentation is the first step. ProtoCall's primary business model is that of "out-sourced" call center work. Therefore, every piece of documentation is read by the contracting customer. In effect, the customer's staff become additional Quality Assurance staff, who are able to confirm the accuracy of demographics and clinical information. This has been a great advantage, providing a regular feedback loop for clinicians.

ProtoCall's phone system allows for silent monitoring of any and all calls. This is used in multiple ways, and will be similarly utilized in the NM Crisis and Access Line project. New clinicians monitor the calls of senior clinicians to learn by example. Senior clinicians and supervisors monitor the calls of new clinicians, to provide feedback.

Outside of training, call monitoring has two primary uses for ProtoCall. "On demand" call monitoring can happen at the request of a clinician who is struggling with a call, or who is seeking feedback about their work. It can also happen at the discretion of a supervisor or senior peer, who hears a clinician seeming to struggle. ProtoCall encourages an environment in which all clinicians are invited to listen to each other to provide support, and to learn new strategies.

In addition to documenting "on demand" instances of call monitoring, ProtoCall's supervisors engage in Quality Assurance call monitoring on a random basis. The QA policy mandates a minimum of monthly, documented, call monitoring referred to within ProtoCall as "Real Time Supervision." ProtoCall's supervisors have access to a computerized check list of desirable and un-desirable clinical behaviors. The form also has a narrative section for more extensive discussion of the monitored call. Supervisors discuss the call with the clinician, as soon as possible after its completion. We believe that clinicians are most likely to grow and address weaknesses when they believe they are valued, and that there positive behaviors are noticed and encouraged.

ProtoCall has an established Adverse Incident process, and a Sentinel Event Process. The Adverse Incident process addresses calls in which there has been a death, serious injury, or suicide attempt. All calls meeting these criteria are reviewed at the senior management level. ProtoCall's Sentinel Event process reviews all calls that meet the following criteria:

- The call involves ProtoCall overriding client self-determination, i.e. providing services against the desire of the client. Examples of this would be:
    - Emergency personnel dispatch **which is involuntary. Involuntary dispatches include instances in which the clinician does not have the explicit verbal consent of the client.**
    - "Duty to Warn" situations
    - Notifications to appropriate agencies of potential abuse/harm to children or elders, **when it is clear that the client is not in favor of this notification (the mandate to report abuse is in tension with the client's desire). This includes instances in which the limits of confidentiality were not discussed with the client.**
    - Talking to a person other than the client (friend, spouse), when the client does not want this to happen
- Clinician requests review, for any reason

All Sentinel Events are reviewed by a supervisor, who can request additional review by senior management. Feedback is provided to clinicians on every Sentinel Event, covering:

- Appropriate assessment of the situation
- Demonstration that alternate levels of intervention were explored
- Appropriate intervention
- Respect for client self-determination where applicable
- Complete documentation including, but not limited to:

- Presenting situation
- Decision-making rationale
- Consultation with appropriate ProtoCall staff
- All interventions

Adverse Incidents and Sentinel Event Reviews are two of the sources of Quality Initiatives. It is very common for such cases to result in updates and/or adjustments to the New Hire Training material.

Training has been discussed previously, however, it is important to note that training, individual clinician clinical goals and group supervision are all crucial elements of Quality Assurance. Training and group supervision carry out the message of Quality Initiatives. Individual clinician clinical goals keep clinicians focused on their own quality; setting regular measurable goals feeds the growth process.

COMPANY STRUCTURE

ProtoCall is incorporated in Oregon as a privately-held subchapter S corporation. The principal business venture involves the design and provision of 24 hour access to professional behavioral health access and crisis intervention services to providers such as community mental health centers and regional systems of care, managed behavioral health organizations, EAPs and university counseling centers.

Our headquarters, and administrative oversight for the project, is located at:

621 SW Alder Street
Suite 400
Portland, OR 97205

EXPERIENCE

ProtoCall Services, Inc. was founded as a division of Metro Crisis Intervention Services (MCIS), a non-profit, tax-exempt corporation in Portland, Oregon, to provide an additional funding source to the agency's primary service, the community-based Crisis Line. The Metro Crisis Line's role in the Portland Metro area included the training and management of a volunteer-based suicide crisis hotline receiving over 100,000 calls per year. Services at MCIS also included I&R, coordination of regional psychiatric bed availability, liaison with local law enforcement, secure mental health transportation teams, community outreach and public awareness campaigning.

In 1988, Metro Crisis extended its professionally-staffed capacity to assist other behavioral health organizations in providing their own clients with after-hours access to crisis services. This service expanded rapidly in the Pacific Northwest and in 1992 formed the framework for a division of the agency that was named ProtoCall Services, Inc.

Since that time, ProtoCall has expanded into a 24-hour Intake and Assessment, Crisis Response and Triage Service used by more than 200 Comprehensive Mental Health Clinics, Managed Behavioral Health Organizations, and EAPs nationwide. In 1997, the Board of Directors elected to incorporate ProtoCall Services Inc. as a separate entity.

As a private, for-profit corporation, ProtoCall Services, Inc. continues to provide quality, seamless response using state-of-the-art technology to a variety of behavioral healthcare providers nationwide. Today, ProtoCall, with our emphasis on seamless service, clinical excellence and customer service, responds to nearly 400,000 calls each year.

The members of the leadership team at ProtoCall Services, Inc. have tenures that span the management of the non-profit crisis line, the transition from a volunteer crisis line to a professional crisis service, as well as the public/private partnership between the original non-profit that continued for nearly 10 years following the privatization of ProtoCall Services, Inc.

We believe that the goals of New Mexico Crisis and Access Line project are very much in line with ProtoCall's long established mission of service:

We provide timely, effective assessment and intervention to people in times of crisis, and ensure continuous, quality access to professional behavioral health and wellness services.

EXECUTION PAGE

By signing below, the signatory for the Provider represents that he is an authorized signatory for the Provider.

Provider	
Name of Provider (Please Print or Type): Proto Call Services, Inc.	
Authorized Signature:	**Date:** 12/7/2012
Name (Please Print or Type): Phil Evans	
Title (Please Print or Type): President and CEO	
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OptumHealth New Mexico	
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