

FIRST AMENDMENT TO THE AGREEMENT WITH FRED FINCH YOUTH CENTER
FOR
CRISIS RESPONSE IN-HOME STABILIZATION SERVICES,
THERAPEUTIC BEHAVIORAL SERVICES AND DAY TREATMENT SERVICES

THIS AMENDMENT, entered into this _____ day of _____,
2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and
FRED FINCH YOUTH CENTER (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on September 24, 2002, the parties hereto entered into an
agreement (hereinafter referred to as the "Original Agreement") for the furnishing of
certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend
and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the
Original Agreement is amended as follows:

1. Section 2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of
the services described in Schedule A, the amount that County shall be
obligated to pay for services rendered under this Agreement shall not
exceed TWO MILLION SEVEN HUNDRED EIGHTY-TWO THOUSAND
SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$2,782,765) for the contract
term.

2. Section 4. Hold Harmless is hereby amended by the addition of the
following:

Contractor shall indemnify and save harmless County, its officers, agents,
employees, and servants from all claims, suits, or actions of every name,
kind and description, brought for, or on account of any sanctions,

penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

3. Section 10. Compliance with Applicable Laws is hereby amended by the addition of the following:

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

4. Section 13. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2002 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

5. Schedule A is hereby deleted and replaced with the Schedule A attached hereto.

6. Schedule B is hereby deleted and replaced with the Schedule B attached hereto.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including but not limited to all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including but not limited to all monitoring and evaluation requirements, shall be applicable to all amendments herein.

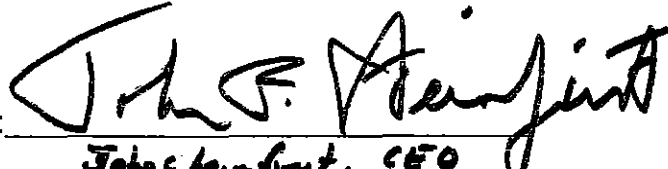
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with Contractor, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

FRED FINCH YOUTH CENTER

By: _____
Rose Jacobs Gibson, President
Board of Supervisors, San Mateo County

By: 
John F. Steinfort, CEO

Date: _____

Date: November 18, 2003

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

FRED FINCH YOUTH CENTER JULY 1, 2002 - JUNE 30, 2004

I. SERVICES

In full consideration of the payments herein provided for, Contractor shall provide Crisis Response In-Home Stabilization Services, Therapeutic Behavioral Services (TBS), and Day Treatment Intensive Services. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

A. Crisis Response In-Home Stabilization Services (Bridges of San Mateo Program)

For each year (July 1 - June 30) of the period July 1, 2002, through June 30, 2004, Contractor shall provide crisis response in-home stabilization services to sixty (60) unduplicated seriously emotionally disturbed (SED) youth. This service will provide an immediate treatment alternative to acute emergency and inpatient psychiatric facilities to youth who are not a danger to themselves or others, i.e., W&I Code 5150 criteria. This service will also provide intensive in-home services to youth who are recently discharged from a psychiatric hospital, at risk for group home placement, and in need of additional support to stabilize and transition into the community.

1. This program, hereinafter referred to as "Bridges of San Mateo," shall be available to such eligible clients of the Mental Health Services Division, hereinafter referred to as "Division," of the County Health Services Agency, hereinafter referred to as "Agency," as may be referred to the program by Division staff so authorized by the Director of Mental Health Services.
2. Eligibility for admission to Bridges of San Mateo shall be confined to youth with psychiatric disturbances; such youth shall be identified according to the following criteria:
 - a. County youth ages five (5) through eighteen (18) who are SED and:
 - 1) Are at imminent risk of hospitalization,

- 2) Are at imminent risk of group home placement,
 - 3) Are recently released from a psychiatric hospital and in need of additional support to stabilize in the community,
 - 4) Have a history of recent psychiatric hospitalization and high risk of re-hospitalization without additional support, or,
 - 5) Are experiencing a crisis in the home and requiring in-home services to stabilize the family situation. All youth presenting as imminently dangerous to themselves or others or who are gravely disabled (meeting W&I Code 5150 criteria) will be excluded from immediate referral to this program and will be referred for hospitalization.
- b. All referrals shall be made by the Mental Health Services Division Youth staff with the Youth Case Management Supervisor prioritizing the referrals.
3. Each youth referred to Bridges of San Mateo, as hereinabove described shall receive the following services:
- a. Comprehensive Intake Services
- 1) If a referral is made while a youth is at Psychiatric Emergency Services (PES), the Bridges of San Mateo's therapist will respond within five (5) minutes by phone and within thirty (30) minutes in person.
 - 2) If the youth is sent home from PES with a referral to Bridges of San Mateo, in-home services will begin within twenty-four (24) hours of discharge.
 - 3) If the youth is discharged from an inpatient psychiatric unit with a referral to Bridges of San Mateo, in-home services will begin within twenty-four (24) hours of discharge.
 - 4) All other referrals to the program will also involve contact with the family within forty-eight (48) hours of referral.
 - 5) An initial treatment plan will be completed within five (5) days of first contact with the youth in their home.
 - 6) Intake Services will be available seven (7) days a week, twenty-four (24) hours a day.
- b. Staffing for this program is 5.50 FTE:

- 1) 1.0 FTE Licensed Clinician/Project Coordinator (at least two [2] years post-licensure experience)
- 2) 4.0 FTE Therapist/Case Manager (licensed or waived master's level with at least one [1] year of continuous non-internship working with SED children or youth. At least one [1] therapist/case manager will be Spanish-speaking.)
- 3) .50 FTE Clerical Staff

Clinical Staff will carry pagers and be available seven (7) days a week, twenty-four (24) hours a day, including holidays to provide crisis response and intervention to the families.

Staff will be culturally competent and capable of working with a culturally diverse population. Contractor will provide interpreter services, if needed, to youth and families in the program to ensure that all families can utilize the intensive in-home services.

c. Intensive Clinical Services

- 1) Staff will provide outcome-driven assessments of youth and their families that examine their needs and strengths in all relevant areas, i.e., living arrangement, educational, vocational, medical, psychological, emotional, legal, social, and recreational.
- 2) The program will provide short-term or brief individual and family counseling, crisis intervention, case management, and psycho-educational training.
- 3) Services will be provided in the family's home or other locations convenient to family members, such as school, a job site, a neighborhood restaurant, or community center. Coverage will be provided seven (7) days a week and home visits can be scheduled on Saturday and Sunday.
- 4) Services will be provided to an estimated sixty (60) unduplicated SED youth per year. Length of stay in the program will vary based on the acuity level of the youth and proposed treatment plan. Youth may be re-referred to the program if a crisis re-emerges.

- 5) Staff will maintain ongoing contact with Child and Youth System of Care staff, primarily Youth Case Managers. Staff will also maintain contact with other County Agency personnel and community-based agency providers involved with the youth.
 - 6) Staff will have access to flexible funds within existing Bridges of San Mateo budget. Any extraordinary expenses would require that Bridges of San Mateo staff apply for these funds through the existing flexible funds youth protocol.
4. Contractor shall provide services to sixty (60) unduplicated SED youth per year during the term of this Agreement, provided that demand for such quantity of services exists, demand to be determined by the number and needs of eligible persons referred to Contractor by authorized referral sources herein defined.
5. Individual records shall be kept on each youth at Fred Finch Youth Center according to County Mental Health Services standards. Records must be legible and kept in detail consistent with appropriate medical and professional practice in order to: a) permit effective internal professional review and external medical audit process; and b) facilitate an adequate system for follow-up of treatment.
6. Individual records shall also include:
 - a. An initial treatment plan. Within five (5) days of receiving a referral, program staff will convene a treatment team meeting to include County Mental Health and other agency staff, family, extended family, and other caregivers, resource people from community organizations, teachers and others as appropriate. An initial treatment plan will be completed at this meeting.
 - b. Referring worker satisfaction surveys to provide Contractor with feedback about staff experiences with Bridges of San Mateo staff and perceptions of client outcomes. Surveys to be provided to staff within ten (10) days of client discharge.
 - c. Parent or caregiver satisfaction survey to be provided to family within ten (10) days of discharge.
 - d. Discharge summary to be completed within ten (10) days of youth's last contact with Bridges of San Mateo and copy to be sent to the referring worker.

7. Contractor shall report (at monthly intervals) state-required client data on caseload, units of service and other evaluation data to the Division's Management Information System (MIS) Unit. Client registration will be completed within five (5) days of initial contact with client. The data shall become incorporated into a year-end report, which shall include such information as Director requires to permit reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.
8. Contractor shall complete and submit a quarterly statistical report summarizing data relevant to the youth in the program, i.e., number of referrals, source of referrals, lengths of stay, hours of service, and percentages of youth maintained in their family homes.
9. Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained:
a) until one (1) year beyond the person's eighteenth (18th) birthday, or
b) for a period of seven (7) years beyond the date of discharge, whichever is later.
10. Contractor shall participate in State of California required evaluation activities, as indicated.

B. Therapeutic Behavioral Services (July 1, 2002 – June 30, 2003)

Therapeutic Behavioral Services (TBS) are one (1) to one (1) therapeutic contacts between a mental health provider and a beneficiary for a specified short-term period of time that are designed to maintain the child/youth's residential placement at the lowest appropriate level by resolving target behaviors and achieving short-term treatment goals. A contact is considered therapeutic if it is intended to provide the child/youth with skills to effectively manage the behavior(s) or symptom(s) that is the barrier to achieving residence in the lowest appropriate level.

The person providing Therapeutic Behavioral Services (TBS) is available on-site to provide individualized one (1) to one (1) behavioral assistance and one (1) to one (1) interventions to accomplish outcomes specified in the written treatment plan. A necessary component of this service activity is having the staff person on-site and immediately available to intervene for a specified period of time. The expectation is that the staff person will be with the child/youth for a designated time period which may vary in

length and may be up to twenty-four (24) hours a day, depending upon the needs of the child/youth.

Two important components of delivering TBS are: 1) making collateral contacts with family members, caregivers, and others significant in the life of the beneficiary; and 2) developing a plan clearly identifying specific target behaviors to be addressed and the interventions that will be used to address the target behaviors.

1. Contractor shall provide of up to thirty thousand (30,000) units of Therapeutic Behavioral Services (TBS) during this period. One (1) unit equals one (1) minute of mental health service.
2. Contractor shall provide Therapeutic Behavioral Services (TBS) authorized by the San Mateo County Mental Health Division Deputy Director of Youth Services or designated TBS authorizer, to youth up to age twenty-one (21). These services shall be provided to full scope Medi-Cal beneficiaries, and also to other clients for whom the Mental Health Plan (MHP) has assumed responsibility. Services shall be provided in the beneficiary's first language.
 - a. Services will be pre-authorized by Deputy Director of Youth Services or designated TBS authorizer.
 - b. The amount of service provided to youth will vary based on individual needs. Authorization will specify the number of hours of TBS according to the individual youth's needs.
3. Services shall be available on-site to provide individualized one (1) to one (1) behavioral assistance and behavioral interventions.
4. Treatment Plan and Documentation Requirements
 - a. Services provided shall be specified in a written treatment plan using a format provided or approved by County. Therapeutic Behavioral Services (TBS) will be identified on the overall Client Treatment and Recovery Plan. There must be an additional written plan for TBS as a component of the overall Client Plan, which identifies all of the following:
 - 1) Specific target behaviors or symptoms that are jeopardizing the current placement or presenting a barrier to transitions, e.g., tantrums, property destruction, assaultive behavior in school.
 - 2) Specific interventions to resolve the behaviors or symptoms, such as anger management techniques.

- 3) Specific outcome measures that can be used to demonstrate that the frequency of targeted behaviors has declined and has been replaced with adaptive behaviors.
 - 4) The TBS plan shall be developed, signed and dated by the TBS staff member, and co-signed by the supervising mental health clinician.
- b. The TBS Plan must be reviewed monthly by the Deputy Director of Youth Services or designee to ensure that TBS continue to be effective for the beneficiary in making progress towards the specified measurable outcomes. The TBS component of the plan should be:
 - 1) Adjusted to identify new target behaviors, interventions and outcomes as necessary and appropriate; and
 - 2) Reviewed and updated as necessary whenever there is a change in the child/youth's residence.
 - c. Child/youth shall be re-evaluated for a more appropriate placement.
 - d. Progress Notes: Significant interventions that address the goals of the client treatment plan must be documented. In the progress note, the time of the service may be noted by contact/shift. As with other MHP progress notes, staff travel and documentation time are included with direct service time; on call time may not be claimed.
5. Services shall be available up to twenty-four (24) hours a day, seven (7) days a week as authorized.
 6. Service Delivery and Staffing Requirements
Therapeutic Behavioral Services (TBS) must be provided by a licensed practitioner of the healing arts or by trained staff members who are under the direction of a licensed practitioner of the healing arts. The qualifications of organizational provider staff delivering this service will be determined by the MHP and may include non-licensed staff. The individuals providing this service must be available on-site to intervene with the child/youth as needed. Commensurate with scope of practice, Therapeutic Behavioral Services (TBS) may be provided by any of the following staff:
 - a. Licensed Physician
 - b. Licensed/Wavered Clinical Psychologist
 - c. Licensed/Registered Clinical Social Worker

- d. Licensed/Registered Marriage and Family
- e. Registered Nurse
- f. Licensed Vocational Nurse
- g. Licensed Psychiatric Technician
- h. Occupational Therapist

Regarding staff with other education/experience qualifications: the San Mateo County staffing guideline shall be for TBS staff to have a minimum of a Bachelor's Degree in a mental health related field. TBS workers shall be licensed practitioners of the healing arts or trained staff members who are under the direction of a licensed practitioner of the healing arts.

- 7. TBS services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement. To qualify for Medi-Cal reimbursement for Therapeutic Behavioral Services (TBS), a child/youth must meet the criteria in Sections a., b, and c.
 - a. Eligibility for TBS: must meet criteria one (1) and two (2).
 - 1) Full-scope Medi-Cal beneficiary, unless authorized eligible by San Mateo County Mental Health Services, under twenty-one (21) years,
 - 2) Meets State medical necessity criteria for Medi-Cal Program.
 - b. Member of the Certified Class: must meet one of the following criteria
 - 1) Child/youth is placed in a group home facility of RCL 12 or above and/or a locked treatment facility for the treatment of mental health needs which is not an Institution for Mental Disease which disqualifies them from receiving federally reimbursed Medi-Cal services; or
 - 2) Child/youth is being considered by the county for placement in a facility described in B.1 above; or
 - 3) Child/youth has undergone at least one (1) emergency psychiatric hospitalization related to his/her current presenting disability within the preceding twenty-four (24) months; or
 - 4) Child/youth previously received TBS while a member of the certified class.
 - c. Need for TBS – must meet criteria one (1) and two (2).
 - 1) The child/youth is receiving other specialty mental health services, and

- 2) It is highly likely in the clinical judgment of the mental health provider that without the additional short-term support of TBS that:
 - a) The child/youth will need to be placed in a higher level of residential care, including acute care, because of a change in the child/youth's behaviors or symptoms which jeopardize continued placement in current facility; or
 - b) The child/youth needs this additional support to transition to a lower level of residential placement. Although the child/youth may be stable in the current placement, a change in behavior or symptoms is expected and TBS are needed to stabilize the child in the new environment. (The MHP or its provider must document the basis for the expectation that the behavior or symptoms will change.)

C. Therapeutic Behavioral Services (July 1, 2003 – June 30, 2004)

Therapeutic Behavioral Services (TBS) are one-to-one therapeutic contacts between a mental health provider and a beneficiary for a specified short-term period of time that are designed to maintain the child/youth's residential placement at the lowest appropriate level by resolving target behaviors and achieving short-term treatment goals. A contact is considered therapeutic if it is intended to provide the child/youth with skills to effectively manage the behavior(s) or symptom(s) that is the barrier to achieving residence in the lowest appropriate level.

The person providing TBS is available on-site to provide individualized one-to-one behavioral assistance and one-to-one interventions to accomplish outcomes specified in the written treatment plan. A necessary component of this service activity is having the staff person on-site and immediately available to intervene for a specified period of time. The expectation is that the staff person will be with the child/youth for a designated time period which may vary in length and may be up to 24 hours a day, depending upon the needs of the child/youth. Services shall be available up to 24 hours a day, seven days a week as authorized.

Two important components of delivering TBS are:

- Making collateral contacts with family members, caregivers, and others significant in the life of the beneficiary; and

- Developing a plan clearly identifying specific target behaviors to be addressed and the interventions that will be used to address the target behaviors.

Contractor shall provide TBS authorized by the San Mateo County Mental Health Division Deputy Director of Youth Services or designated TBS authorizer, to clients up to age twenty-one (21). These services shall be provided to full scope Medi-Cal beneficiaries, and also to other clients for whom the Mental Health Plan (MHP) has assumed responsibility. Services shall be provided in English and Spanish.

1. Authorization

Contractor shall request payment authorization for TBS from the County. Authorization is required in advance of the provision of TBS included in the authorization request. Services will be authorized by Deputy Director of Youth Services or designated TBS authorizer.

a. Initial Authorization

Initial authorization may not exceed 30 (thirty) days or 60 (sixty) hours, whichever is less. Initial authorization will cover:

- 1) Initial TBS assessment, which must address symptom(s) or behavior(s) that TBS will address;
- 2) Developing an initial TBS client plan, which must include at least one TBS intervention; and
- 3) Initial delivery of direct one-to-one TBS.

b. Reauthorization

- 1) Reauthorization may not exceed sixty (60) days or one hundred twenty (120) hours, whichever is less.
- 2) If initial authorization was for thirty (30) days or sixty (60) hours, the assessment and client treatment plan must be completed for the first reauthorization to be authorized. The client treatment plan must meet the criteria specified in Client Treatment Plan and Documentation Requirements (I.C.3.).
- 3) When initial payment authorization includes one-to-one TBS that are fully supported by a completed TBS assessment and TBS client treatment plan, services may be approved for sixty (60) days or one hundred twenty (120) hours, whichever is less.
- 4) Reauthorization will be based upon clear documentation of:

- a) Client progress toward specific goals and timeframes of client plan.
- b) Strategy to decrease intensity of services, initiate transition plan, and/or terminate services when TBS has promoted progress toward measurable outcomes identified in the TBS client plan; or client has reached plateau in benefit effectiveness.
- c) If applicable, lack of client progress toward specific goals and timeframes in client plan, and changes needed to address the issue(s). If the TBS being provided has been ineffective and client is not progressing toward identified goals, possible treatment alternatives, and the reason that only additionally requested TBS will be effective, and not identified alternative(s).
- d) Review and update of TBS plan to address significant changes to client environment (e.g., change of residence).
- e) Provision of skills/strategies to parents/caregivers to provide continuity of care when TBS is discontinued.

Contractor must initiate reauthorization no less than ten (10) days prior to the end of the authorized service period.

- c. Contractor shall monitor the number of hours and days TBS are provided, and shall be responsible for requesting reauthorization according to the timelines identified in 1.b.

2. Assessments

- a. Assessments must be done initially and periodically, and may be part of the clients' overall assessment or a separate process to determine the need for TBS. The assessment must be completed using a format provided and approved by the County. The assessment must identify that client:
 - 1) Meets medical necessity criteria;
 - 2) Is full scope Medi-Cal under twenty-one (21) years of age;
 - 3) Is a member of the certified class;
 - 4) Needs specialty mental health services in addition to TBS; and
 - 5) Has specific behaviors and/or symptoms that require TBS.

- b. Assessments must:
- 1) Identify the client's specific behaviors and/or symptoms that jeopardize current placement and/or symptoms that are expected to interfere with transitioning to a lower level of placement.
 - 2) Describe the critical nature of the situation, severity of the clients' behaviors and/or symptoms, other less intensive services that have been tried and/or considered, and why TBS would be appropriate.
 - 3) Provide sufficient clinical information to support the need for TBS.
 - 4) Identify what changes in behavior and/or symptoms TBS is expected to achieve and how the child's therapist or treatment team will know when these services have been successful and can be reduced or terminated.
 - 5) Identify skills and adaptive behaviors that the client is using now to manage the problem behavior and/or is using in other circumstances that could replace the specified problem behaviors and/or symptoms.

3. Client Treatment Plan and Documentation Requirements

- a. Services provided shall be specified in a written treatment plan using a format provided or approved by County. There must be a separate written plan for TBS as a component of the overall Client Treatment Plan. The TBS client treatment plan shall include the following criteria:
- 1) Specific target behaviors or symptoms that jeopardize the current placement or present a barrier to transition to a lower level of care (e.g., tantrums, property destruction, assaultive behavior in school).
 - 2) Specific interventions to resolve targeted behaviors or symptoms, such as anger management techniques.
 - 3) Specific description of changes in behaviors and/or symptoms that interventions are intended to produce, including a time frame for those changes.
 - 4) Specific outcome measures that can be used to demonstrate that the frequency of targeted behaviors has declined and has been replaced with adaptive behaviors.
 - 5) The TBS plan shall be developed, signed and dated by the TBS staff member, and co-signed by the supervising mental health clinician.

- b. The TBS Plan must be reviewed monthly by the Deputy Director of Youth Services or designee to ensure that TBS continue to be effective for the beneficiary in making progress towards the specified measurable outcomes. The TBS plan should be:
 - 1) Adjusted to identify new target behaviors, interventions and outcomes as necessary and appropriate; and
 - 2) Reviewed and updated as necessary whenever there is a change in the child/youth's residence.
- c. As TBS is a short-term service, each mental health client treatment plan that includes TBS must include a transition plan from the inception of this service to decrease and/or discontinue TBS when no longer needed, or appear to have reached a plateau in benefit effectiveness.
- d. When applicable, the client treatment plan must include a plan for transition to adult services when the beneficiary turns 21 years old and is no longer eligible for TBS. The plan shall address assisting parents and/or caregivers with skills and strategies to provide continuity of care when this service is discontinued.
- e. For clients between the 18 and 21 years of age notes regarding any special considerations should be taken into account, e.g. the identification of an adult case manager.
- f. If the TBS are intensive and last for several months without observable improvement towards the treatment goals, the client shall be re-evaluated for a more appropriate placement.
- g. **Client Plan Addendum**
A client plan addendum shall be used to document the following:
 - 1) Significant changes in the client's environment since the initial development of the TBS client treatment plan.
 - 2) When TBS has not been effective and the client is not making progress as expected. There must be documented evidence in the chart and any additional information indicating the consideration of alternatives.

h. Progress Notes

Progress notes are required each day TBS is delivered and must include a comprehensive summary covering the time that services were provided. In the progress note, the time of the service may be noted by contact/shift. As with other MHP progress notes, staff travel and documentation time are included with direct service time; on call time may not be claimed. The following must be clearly documented:

- 1) Occurrences of specific behaviors and/or symptoms that jeopardize the residential placement or prevent transitions to a lower level of placement;
- 2) Significant interventions identified in the client treatment plan;
- 3) Progress in stabilizing behaviors and/or symptoms by changing or eliminating maladaptive behaviors and replacing them with adaptive behaviors.

4. Service Delivery and Staffing Requirements

a. TBS must be provided by a licensed practitioner of the healing arts or by trained staff members who are under the direction of a licensed practitioner of the healing arts. The qualifications of organizational provider staff delivering this service will be determined by the MHP and may include non-licensed staff. The individuals providing this service must be available on-site to intervene with the child/youth as needed.

b. Commensurate with scope of practice, TBS may be provided by any of the following staff:

- 1) Licensed Physician
- 2) Licensed/Waivered Clinical Psychologist
- 3) Licensed/Registered Clinical Social Worker
- 4) Licensed/Registered Marriage and Family Therapist
- 5) Registered Nurse
- 6) Licensed Vocational Nurse
- 7) Licensed Psychiatric Technician
- 8) Occupational Therapist
- 9) Staff with other education/experience qualifications.

The San Mateo County staffing guideline shall be for TBS staff to have a minimum of a Bachelor's Degree in a mental health related field. TBS workers shall be licensed practitioners of the healing arts or trained staff members who are under the direction of a licensed practitioner of the healing arts.

- c. TBS is not to supplant other mental health services provided by other mental health staff.
 - 1) Direct TBS providers delivering services in group homes may not be counted in the group home staffing ratio.
 - 2) Direct TBS providers delivering services in Day Treatment Intensive or Day Treatment Rehabilitative sites may not be counted in the day treatment staffing ratio, and the function of the TBS providers must be clearly differentiated.
 - 3) Contractor must have contact with the parents or caregivers of the client. Contact must be with individuals identified as significant in the clients' life, and must be directly related to the needs, goals and interventions of the TBS client plan. These 'collateral TBS' must meet the requirements of Title 9, CCR, Sections 1810.206 and 1840.314.

5. Reimbursement Criteria

TBS services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement. To qualify for Medi-Cal reimbursement for TBS, a child/youth must meet the criteria in Sections a, b, and c.

- a. Eligibility for TBS – must meet criteria 1 and 2.
 - 1) Full-scope Medi-Cal beneficiary, unless authorized eligible by San Mateo County Mental Health Services, under 21 years, and
 - 2) Meets State medical necessity criteria for Medi-Cal Program.
- b. Member of the Certified Class – must meet criteria 1, 2, 3, or 4.
 - 1) Child/youth is placed in a group home facility of RCL 12 or above and/or a locked treatment facility for the treatment of mental health needs which is not an Institution for Mental Disease which disqualifies them from receiving federally reimbursed Medi-Cal services; or
 - 2) Child/youth is being considered by the county for placement in a facility described in b.1 above; or
 - 3) Child/youth has undergone at least one emergency psychiatric hospitalization related to his/her current

presenting disability within the preceding 24 months;
or

- 4) Child/youth previously received TBS while a member of the certified class.

c. Need for TBS – must meet criteria 1 and 2.

- 1) The child/youth is receiving other specialty mental health services, and
- 2) It is highly likely in the clinical judgment of the mental health provider that without the additional short-term support of TBS that:
 - a) The child/youth will need to be placed in a higher level of residential care, including acute care, because of a change in the child/youth's behaviors or symptoms which jeopardize continued placement in current facility; or
 - b) The child/youth needs this additional support to transition to a lower level of residential placement. Although the child/youth may be stable in the current placement, a change in behavior or symptoms is expected and TBS are needed to stabilize the child in the new environment. (The MHP or its provider must document the basis for the expectation that the behavior or symptoms will change.)

D. Day Treatment Services (March 10, 2003 through June 30, 2004)

In full consideration of the payments herein provided for, Contractor shall provide Day Treatment Services authorized by the San Mateo County Division of Mental Health. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. These services are provided to a distinct group of seriously emotionally disturbed children and adolescents and occur in a therapeutic, organized and structured setting. Day Treatment Services must be available more than four (4) hours and less than twenty-four (24) hours each program day to qualify as a full day program. The client must be present each day services are claimed.

Day Treatment Intensive Services provides a range of services to assist the child/adolescent to gain the social and functional skills necessary for

appropriate development and social integration. Interventions are intended to prevent hospitalization, placement in a more restrictive facility, out-of-home placement, and/or to maintain the client in a community setting. Services include, but are not limited to, one or more of the following: assessment, rehabilitation, therapy, group therapy, collateral, and case management/brokerage. A key component of this service is contact with the families of clients. These services may be integrated with an education program as long as all Day Treatment Intensive Services requirements are met.

1. Day Treatment Intensive Services

Contractor shall provide Day Treatment Intensive Services to seriously emotionally and behaviorally disturbed youth between the ages of thirteen (13) and eighteen (18). The Day Treatment Intensive Services program operates five (5) days a week, fifty-two (52) weeks of the year. The hours of operation are 10:00 A.M. to 3:30 P.M., Monday through Friday.

- a. The program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
 - 1) Psychological assessment, evaluation, and plan development,
 - 2) Education/special education programming,
 - 3) Occupational and speech/language and recreation therapies,
 - 4) Individual, group and family psychotherapy,
 - 5) Medication assessment and medication management,
 - 6) Psychosocial, functional skills development,
 - 7) Crisis intervention,
 - 8) Outreach social services.
- b. Day Treatment Intensive Services shall occur in a therapeutic milieu. The purposes of the therapeutic milieu are as follows:
 - 1) To provide the foundation for the provision of Day Treatment Intensive Services and differentiate these services from other specialty mental health services;
 - 2) To include a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff;

- 3) To create a supportive and nurturing interpersonal environment that teaches, models, and reinforces constructive interaction;
- 4) To support peer/staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress;
- 5) To empower clients through involvement in the overall program (such as the opportunity to lead community meetings and to provide feedback to peers) and the opportunity for risk taking in a supportive environment; and
- 6) To support behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function with minimal or no additional therapeutic intervention.

c. **Therapeutic Milieu Service Components**

The following services must be made available during the course of the therapeutic milieu for an average of at least three hours per day for a full-day Day Treatment Intensive Services program and an average of at least two hours per day for a half-day program. One program staff member must be present and available to the group during the milieu for all scheduled hours of therapeutic milieu.

- 1) **Psychotherapy:** the use of psychosocial methods within a professional relationship to assist the person or persons to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individuals, groups, or communities in respect to behavior, emotions, and thinking, in respect to their intrapersonal and interpersonal processes. This service is provided by licensed, registered, or waived staff practicing within their scope of practice. This service does not include physiological interventions, including medication intervention.
- 2) **Process groups:** program staff will facilitate groups to help clients develop skills to deal with their individual problems/issues by using the group process to provide peer interaction and feedback in developing

- problem-solving strategies and to assist one another in resolving behavioral and emotional problems.
- 3) Skill building groups: program staff will help clients to identify barriers/obstacles related to their psychiatric/psychological experiences and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and increase adaptive behaviors.
 - 4) Adjunctive Therapies: non-traditional therapy that utilizes self-expression (for example: art, recreation, dance, and music) as the therapeutic intervention.

d. Daily Community Meetings

A community meeting will take place at least once a day, but may occur more frequently as necessary to address issues pertinent to the continuity and effectiveness of the treatment milieu. This meeting must involve staff and clients. One participating staff member must have a scope of practice that includes psychotherapy. The content of the meeting must include, at minimum, the following:

- 1) Schedule for the day;
- 2) Any current events;
- 3) Individual issues that clients or staff wish to discuss to elicit support of the group process;
- 4) Conflict resolution within the milieu;
- 5) Planning for the day, the week or for special events;
- 6) Old business from previous meetings or from previous day treatment experiences; and
- 7) Debriefing or wrap-up.

e. Weekly Schedule

A detailed written weekly schedule will be made available by Day Treatment Intensive Services program staff to clients and, as appropriate, to client families, caregivers or significant support persons. The schedule will identify staffing, time, and location of program components. It will also specify the qualifications and the scope of responsibility of staff.

f. Excluded Activities

The time required for staff travel, documentation and caregiver contact is not to be included in the hours of therapeutic milieu.

g. Contact with Significant Support Persons

The Day Treatment Intensive Services program must allow for at least one contact (face-to-face, e-mail, telephone) per month with the legally responsible adult (for a client who is a minor), or with a family member, caregiver or other significant support person. Adult clients may choose whether or not this service component is done for them. These contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration.

h. Crisis Response

The Day Treatment Intensive Services program must have an established protocol for responding to clients experiencing a mental health crisis. This must assure availability of appropriately trained staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition. If clients will be referred to services outside the program, the program staff must have the capacity to handle the crisis until the client is linked to outside crisis services.

i. Authorization

The Deputy Director of Youth Services or her designee will authorize payment for all admissions of San Mateo County clients to the Day Treatment Intensive Services program. Authorization will be based at a minimum on medical and service necessity criteria in State Medi-Cal guidelines and regulations. In order to be reimbursed for Day Treatment Intensive Services contractor must meet the following authorization requirements.

- 1) Contractor must request prior authorization for payment from County using the Authorization Form or a similar form approved by County, and clinical

documentation that establishes the need for the service.

- 2) Contractor must provide an additional prior authorization for services that exceed five (5) days per week.
- 3) Contractor must request authorization for the continuation of services at least every three (3) months or more frequently, if requested by County.
- 4) Contractor must request prior authorization for the provision of counseling, psychotherapy, and other similar intervention services beyond those provided in the Intensive Day Treatment Services. These services may not be provided at the same time as Intensive Day Treatment Services even if authorized. (Excluded from this authorization are services to treat emergency and urgent conditions, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Intensive Services.) Reauthorization of these services must occur on the reauthorization schedule determined by the Deputy Director or her designee and no later than on the same cycle as reauthorization for Day Treatment Intensive Services.
- 5) Authorization must specify the number of days per week as well as the length of time services will be provided.

j. Documentation

Each youth will have an individualized client treatment plan developed by the Day Treatment Intensive Services program staff signed by a licensed, waived or registered staff member. A copy of this plan will be provided to the Deputy Director of Youth Services or designee upon admission and every three (3) months thereafter.

- 1) Client treatment plans will:
 - a) Be provided to the Deputy Director of Youth Services or her designee within ten (10) days of admission to the program;
 - b) Be updated at least annually;
 - c) Have specific observable and/or specific quantifiable goals;
 - d) Identify the proposed type(s) of intervention;

- e) Have a proposed duration of intervention(s); and
- f) Be signed (or electronic equivalent) by:
 - i. The person providing the service(s), or
 - ii. A person representing a team or program providing Services, or
 - iii. When the client plan is used to establish that Services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
 - Physician;
 - Licensed/registered/waivered psychologist;
 - Licensed/registered/waivered social worker;
 - Licensed/registered/waivered MFT; or
 - Registered nurse who is either staff to the program or the person directing the Services.

2) Client Progress Notes

Day Treatment Intensive Services require:

- a) Daily progress notes on activities, and
- b) Weekly clinical summaries, which must be signed (or electronic equivalent) by a:
 - i. Physician;
 - ii. Licensed/waivered/registered psychologist;
 - iii. Clinical social worker;
 - iv. MFT; or
 - v. Registered nurse who is either staff to the program or the person directing the Services.

The signature for the weekly summary shall include the person's professional degree, licensure, or job title, and will include the dates Services were provided and progress towards meeting client goals. Copies of weekly summaries shall be forwarded along with the monthly invoice to the Deputy Director of Youth Services or her designee.

k. Staffing

The staff must include at least one person whose scope of practice includes psychotherapy.

- 1) **Staff Qualifications:** Commensurate with scope of practice, Day Treatment Intensive Services may be provided by any of the following staff:
 - a) Licensed Physician
 - b) Licensed/Wavered Clinical Psychologist
 - c) Licensed/Registered Clinical Social Worker
 - d) Licensed/Registered Marriage, Family and Child Counselor
 - e) Registered Nurse
 - f) Licensed Vocational Nurse
 - g) Licensed Psychiatric Technician
 - h) Occupational Therapist
 - i) Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years of experience in a mental health setting.
- 2) **Staffing Ratio:** At a minimum there must be an average ratio of at least one (1) professional staff member (see staffing list above) to eight (8) individuals ($1:\leq 8$) in attendance during the period the program is open. In Day Treatment Intensive Services programs serving more than twelve (12) clients ($1:>12$) there shall be at least one (1) person from two (2) of the staffing groups listed above. One staff person must be present and available to the group in the therapeutic milieu in all hours of operation.

Other staff may be utilized according to program need, but shall not be included as part of the above ratio. A clear audit trail shall be maintained for staff

members who function as both Day Treatment Intensive Services program staff and in other capacities. Contractor shall document the scope of responsibilities for these staff and the specific time that day treatment services are being performed.

- I. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.

2. Services for clients authorized for Day Treatment Rehabilitative Services

San Mateo County clients authorized for Day Treatment Intensive Services who subsequently are authorized for Day Treatment Rehabilitative Services may continue to receive services in Contractor's Day Treatment Intensive Services program, as authorized by the Deputy Director of Youth Services or her designee. Services provided for these clients shall be reimbursed at the rate for Day Treatment Rehabilitative Services, as established in Schedule B. Unique requirements for documentation and authorization for these clients is described below.

- a) Contractor must request authorization for continuation of services at least every six (6) months or more frequently, if requested by County.
- b) Documentation
 - 1) Each youth will have an individualized client treatment plan developed by the program staff signed by a licensed, waived or registered staff member. A copy of this plan will be provided to the Deputy Director of Youth Services or designee upon admission and every six (6) months thereafter.
 - 2) Day Treatment Rehabilitation Services require weekly summaries, written or co-signed (or the electronic equivalent) by a person providing the Service. The signature shall include the person's professional degree, licensure, or job title. The weekly summary shall include the dates that Services were provided. There is no requirement for daily progress notes.

E. Outpatient Mental Health Services (March 10, 2003 through June 30, 2004)

1. Medication Support Services

- a. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness. Medication Support Services may include evaluation of the need for medication, clinical effectiveness and side effects, obtaining informed consent, medication education and plan development related to the delivery of the Medication Support Service and/or assessment of the client. Medication Support Services are to be provided by a licensed psychiatrist.
- a. For each client pre-authorized for Medication Support Services by the County Deputy Director of Youth Services or her designee and to the extent medically necessary, Contractor shall provide Medication Support Services by a licensed psychiatrist up to twice per month. Additional Medication Support Services shall be provided, if medically necessary, when pre-authorized by the Deputy Director of Mental Health Services or her designee.
- c. All clinical documentation for Medication Support Services must accompany the monthly invoice to be considered for payment. Medication Support Services are reimbursed by minutes of service.
- d. Medication Support Services include:
 - 1) Evaluation of the need for medication, prescribing and/or dispensing
 - 2) Evaluation of clinical effectiveness and side effects of medication
 - 3) Obtaining informed consent for medication(s)
 - 4) Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons)
- e. Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

2. Mental Health Services

- a. Mental Health Services are those individual or family interventions that are designed to reduce mental disability and/or facilitate improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency.**
- b. For each client pre-authorized for Mental Health Services by the County Deputy Director of Youth Services or her designee and to the extent medically necessary, Contractor shall provide Mental Health Services.**
- c. All clinical documentation for Mental Health Services must accompany the monthly invoice to be considered for payment. Mental Health Services are reimbursed by minutes of service.**
- d. Mental Health Services will be provided during non-Day Treatment (Rehabilitative or Intensive) days only.**
- e. Mental Health Services may include therapeutic interventions consistent with the consumer's goals that focus primarily on symptom reduction as a means to improve functional impairments. Therapy services provided in conjunction with Day Treatment Services (Intensive and Rehabilitative) shall generally focus on family therapy.**

3. Crisis Intervention

- a. Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, family and individual therapy.**
- b. Contractor shall provide Crisis Intervention if medically necessary.**
- c. To be considered for payment Crisis Intervention must be retroactively authorized by the Deputy Director of Mental Health Services or her designee, and all clinical documentation must accompany the monthly invoice. Crisis Intervention is reimbursed by minutes of service.**

F. Administrative Requirements

1. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).
2. Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
3. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
4. Contractor shall bill County monthly, no later than ten (10) days following close of the service month. The invoice shall include a summary of services and charges for the month of service. In addition contractor shall provide back-up to the invoice with a detailed description of services provided including: client name; mental health ID# service date; type of service provided (TBS or Intensive Day Treatment) duration of service (hr./min. format).
5. The program description will be reviewed by the County biannually to ensure that program requirements are met.
6. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of federally funded health services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person shall be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility.

II. 2002-04 GOAL AND OBJECTIVES

A. Crisis Response In-Home Stabilization Program

Goal 1: Contractor shall provide an immediate treatment alternative to acute emergency and inpatient psychiatric facilities to youth who are not a danger to themselves or others or gravely disabled, i.e., W&I Code 5150 criteria.

Objective 1: Psychiatric inpatient utilization of County Medi-Cal youth beds will be 1.5 beds per day or less.

Objective 2: Utilization of PES for the youth served in this program will be reduced by thirty percent (30%) (for six (6) months after entering the program compared to the six (6) months prior).

Objective 3: Maintaining at least ninety percent (90%) of referred SED youth in their family homes during the course of in-home services and for three (3) months after the termination of program services.

B. Therapeutic Behavioral Services

Goal 1: Contractor shall provide short-term, one-to-one services to high-risk children and youth to maintain residential placement at the lowest appropriate level.

Objective 1: Seventy-five percent (75%) of children/youth shall maintain the current or a reduced level of placement for at least six (6) months following implementation of TBS service.

Goal 2: Child/youth shall be offered an opportunity to respond to a satisfaction survey concerning TBS.

Objective 1: At least eighty-five percent (85%) of clients responding shall rate services as satisfactory, as measured by a client satisfaction questionnaire.

C. Day Treatment Services

Goal 1: Contractor shall prevent hospitalization and utilization of more intensive levels of residential placement.

Objective 1: There will be no more than one (1) psychiatric hospitalization during the course of Day Treatment Intensive Services per enrolled youth.

D. All Programs

Goal 1: Contractor shall enhance the program's cultural competence.

Objective 1: All program staff shall receive culturally focused training and provide culturally appropriate services to youth and their families.

Goal 2: Contractor shall enhance the program's family-professional partnership.

Objective 1: Contractor shall involve each child's family in the treatment process. This shall be measured by a rating of "satisfied" in ninety percent (90%) of all questions related to involvement in the therapeutic process in the Parent Satisfaction Survey.

SCHEDULE B

FRED FINCH YOUTH CENTER: JULY 1, 2002 - JUNE 30, 2004

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to paragraph 2.A. ("Maximum Amount") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement:

A. Crisis Response In-Home Stabilization Services (Bridges of San Mateo Program)

1. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of SEVEN HUNDRED NINETY-THREE THOUSAND SIX HUNDRED AND EIGHTY-SIX DOLLARS (\$793,686) for services provided under Schedule A, Section IA, for the Crisis Response In-Home Stabilization Services Bridges of San Mateo Program.
2. For the period of July 1, 2002 through June 30, 2003, County shall pay Contractor at the rate of one-twelfth (1/12) of the contract amount or THIRTY-SIX THOUSAND FOUR HUNDRED AND FORTY-FIVE DOLLARS THIRTY-THREE CENTS (\$36,445.33) per month for the term of this Agreement. Payment shall be prorated for any partial month of program operation. The maximum payment for these services for this period shall not exceed FOUR HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED AND FORTY-FOUR DOLLARS (\$437,344).
3. For the period of July 1, 2003 through June 30, 2004, County shall pay Contractor at the rate of THREE DOLLARS AND FORTY-ONE CENTS (\$2.36) per minute unit of service up to a maximum of ONE HUNDRED FIFTY THOUSAND NINE HUNDRED NINETY-TWO (150,992) units of service. The maximum payment for these services for this period shall not exceed THREE HUNDRED FIFTY-SIX THOUSAND THREE HUNDRED FORTY-TWO DOLLARS (\$356,342).
4. Ordinary costs of flexible funding for goods and services for participating families shall be borne by Contractor as part of normal operating costs. Extraordinary needs of clients and families may be submitted to County's Flexible Funds Committee for consideration and authorization for funding.

B. Therapeutic Behavioral Services (TBS)

1. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE MILLION EIGHT HUNDRED FORTY-ONE THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$1,841,177) for services provided under Schedule A, Sections I.B. and I.C., TBS Services, unless this agreement is amended.
2. For the period of July 1, 2002 through June 30, 2003, County shall pay Contractor on a fee for service basis at a rate of ONE DOLLAR AND FIFTY-FIVE CENTS (\$1.55) per minute of service, not to exceed SEVEN HUNDRED THREE THOUSAND NINE HUNDRED EIGHTY-FIVE (703,985) units of service. The maximum payment for these services for this period shall not exceed ONE MILLION NINETY-SEVEN THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$1,091,177).
3. For the period of July 1, 2003 through June 30, 2004, County shall pay Contractor on a fee for service basis at a rate of \$1.76 per minute unit of service, not to exceed FOUR HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED THIRTY-SIX (426,136) units of service. The maximum payment for these services for this period shall not exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000). Contractor shall only be reimbursed for actual units of service provided.
4. Contractor agrees to either accept a rate not to exceed the State Maximum Allowance (SMA) for TBS or to discontinue provision of these services as of the effective date of a new rate. In the event that the SMA is less than the rates established in I.B.2 and I.B.3, it is agreed these contract rate(s) will be changed so as to not exceed the SMA. In no event shall the compensation rate for TBS services exceed the SMA.

C. Day Treatment Services

County shall pay Contractor according to the following rates of payment:

1. For Day Treatment Intensive Services for the period of March 10, 2003 through June 30, 2003, County shall pay Contractor at the daily rate of ONE HUNDRED SEVENTY SEVEN DOLLARS AND SIXTY CENTS (\$177.60) per day, not to exceed SIXTY-FIVE (65) days of service. The maximum amount due to Contractor for these services shall not exceed ELEVEN THOUSAND FIVE HUNDRED AND FORTY-FOUR DOLLARS (\$11,544).

2. For clients authorized for Day Treatment Rehabilitative Services who are receiving services in the Day Treatment Intensive Services program for the period of March 10, 2003 through June 30, 2003, County shall pay Contractor at the daily rate of ONE HUNDRED FIFTEEN DOLLARS AND FOURTEEN CENTS (\$115.14) per day, not to exceed SIXTY-FIVE (65) days for the term of the agreement. The maximum amount due to Contractor for these services shall not exceed SEVEN THOUSAND FOUR HUNDRED AND EIGHTY-FOUR DOLLARS (\$7,484).
3. The maximum number of days of Day Treatment Services for all clients for the period of March 10, 2003 through June 30, 2003 shall not exceed SIXTY-FIVE (65) days. In no event shall the maximum amount due to Contractor for these services shall exceed ELEVEN THOUSAND FIVE HUNDRED AND FORTY-FOUR DOLLARS (\$11,544).
4. For Day Treatment Intensive Services for the period of July 1, 2003 through June 30, 2004, County shall pay Contractor at the daily rate of ONE HUNDRED EIGHTY-THREE DOLLARS AND FORTY-SIX CENTS (\$183.46) per day, not to exceed FIVE HUNDRED TWENTY-THREE (523) days. The maximum amount due to Contractor for these services shall not exceed NINETY-FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$95,950).
5. For clients authorized for Day Treatment Rehabilitative Services who are receiving services in the Day Treatment Intensive Services program for the period of July 1, 2003 through June 30, 2004, County shall pay Contractor at the daily rate of ONE HUNDRED FIFTEEN DOLLARS AND FOURTEEN CENTS (\$118.94) per day, not to exceed FIVE HUNDRED TWENTY-THREE (523) days. The maximum amount due to Contractor for these services shall not exceed SIXTY-TWO THOUSAND TWO HUNDRED SIX DOLLARS (\$62,206).
6. The maximum number of days of Day Treatment Services for all clients for the period of July 1, 2003 through June 30, 2004 shall not exceed FIVE HUNDRED TWENTY-THREE (523) days. In no event shall the maximum amount due to Contractor for Day Treatment Services exceed NINETY-FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$95,950).
7. Payment shall be made on a monthly basis upon receipt of invoice and all required documentation adhering to Medi-Cal guidelines for

Day Treatment Services (Intensive and Rehabilitative, as appropriate).

8. Prior authorization for Day Treatment Services (Intensive and Rehabilitative, as appropriate) is required. For Day Treatment Intensive Services documentation must be provided for each day of service. For Day Treatment Rehabilitative Services documentation must be provided as weekly summaries.
9. The billing unit for Day Treatment Services (Intensive and Rehabilitative) in San Mateo County is a full day. Services must be available more than four (4) hours each day the program is open. The client must be present for the entire program day for each day services are claimed. On an exceptional occasion when a client is unavailable for the entire program day, the client must be present a minimum of fifty percent (50%) of the program day for that day's services to be claimed.
10. Day Treatment Services (Intensive and Rehabilitative) are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

D. Outpatient Mental Health Services

1. For Medication Support Services for the period of March 10, 2003 through June 30, 2003, County shall pay Contractor at the rate of FOUR DOLLARS AND NINE CENTS (\$4.09) per minute, not to exceed FOUR HUNDRED EIGHTY (480) minutes. The maximum amount due for these services shall not exceed ONE THOUSAND SIXTY-FOUR DOLLARS (\$1,964).
2. For Medication Support Services for the period of July 1, 2003 through June 30, 2004, County shall pay Contractor at the rate of FOUR DOLLARS AND NINE CENTS (\$4.09) per minute subject to Paragraph D.6. of this Schedule B.
3. For Mental Health Services for the period of March 10, 2003 through June 30, 2003, County shall pay Contractor at the rate of FOUR DOLLARS AND NINE CENTS (\$2.28) per minute, not to exceed TWO THOUSAND (2,000) minutes. The maximum amount due for these services shall not exceed FOUR THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$4,560).
4. For Mental Health Services described in Paragraph I.E.2. of Schedule A for the period July 1, 2003 through June 30, 2004,

Contractor shall be paid at the rate of TWO DOLLARS AND THIRTY-SIX CENTS (\$2.36) per minute subject to Paragraph D.6. of this Schedule B.

5. For Crisis Intervention described in Paragraph I.E.4. of Schedule A for the period July 1, 2003 through June 30, 2004, County shall pay Contractor at the State Maximum Allowable (SMA) rate, which currently is THREE DOLLARS AND FIFTY-TWO CENTS (\$3.52) per minute subject to Paragraph D.6. of this Schedule B.
 6. The maximum payment for Outpatient Mental Health Services for the period of July 1, 2003 through June 30, 2004 shall not exceed THIRTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS (\$33,884) subject to Paragraph E. of this Schedule B.
 7. For Medication Support Services, Mental Health Services, Case Management, and Crisis Intervention, payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines,
 - b. Documentation for each minute of service, and
 - c. Documentation relating to each appropriate authorization.
 8. Mental Health Services are not reimbursable when provided on the same day for which Day Treatment Services (Intensive or Rehabilitative) are being reimbursed.
- E. In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed TWO MILLION SEVEN HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$2,782,765) unless this Agreement is amended.
- F. Budget modifications may be approved by the Director of Health Services or her designee, subject to the maximum amount set forth in Section 2.A. of this Agreement.
- G. Consistent with contract approval level limitations in County Administrative Memorandum B-1, the Director of Health Services will be authorized to execute amendments and modifications to this agreement, not to exceed \$25,000 in aggregate.
- H. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which the claim is made.

- I. Completed service reporting forms will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms.
- J. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
- K. If the annual Cost Report provided to County shows that total payments to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health Services or her designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County.
- L. Where discrepancies between costs and charges are found on the Cost Report to County, a single payment shall be made to County by Contractor when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in paragraph E of this schedule B.
- M. If County finds that performance is inadequate, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to paragraph 13 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement.
- N. In the event Contractor claims or receives payment from County for service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- O. Claims Certification and Program Integrity

Contractor shall comply with the following requirements in the provision of mental health services.

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify to the County, in writing under penalty of perjury, for each monthly claim when submitted to the County for reimbursement. Contractor shall use the service reporting form provided by the County. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) included in the claim, all requirements for Contractor payment authorization for (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
3. Except as provided in paragraphs I.A.9. and I.F.2 of Schedule A, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records, which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any

information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, or the County.

- P. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3rd) quarter of the contract year.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Fred Finch Youth Center
Contact Person: John Steinfirst
Address: 3800 Coolidge Avenue
Oakland, CA 94602
Phone Number: 510-482-2244, x 214 Fax Number: 510-488-1960

II Employees

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☒ Yes ☐ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- ☒ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- ☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ No, the Contractor does not comply.
- ☐ The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 18th day of November, 2003 at Oakland, CA.
(City) (State)

[Signature]
Signature

John Steinfirst
Name (Please Print)

CEO

Title

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: November 19, 2003

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: John Klyver, Mental Health Services/PONY #MLH 322

CONTRACTOR: Fred Finch Youth Center

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	<u>\$ 1,000,000</u>
Motor Vehicle Liability:	<u>\$ 1,000,000</u>
Professional Liability:	<u>\$ 1,000,000</u>
Worker's Compensation:	<u>\$ Statutory</u>

APPROVE ✓

WAIVE _____

MODIFY _____

REMARKS/COMMENTS:


SIGNATURE

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/01/03

PRODUCER Arthur J. Gallagher & Co. Ins. Brokers of CA Inc Lic.#0726293 One Market Spear Twr Ste 200 San Francisco, CA 94105		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Fred Finch Children's Home Inc 3800 Coolidge Avenue Oakland, CA 94602		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: N.I.A.C.	13269
		INSURER B: Zenith Insurance Company	
		INSURER C: Travelers Property Cas	
		INSURER D:	
		INSURER E:	

COVERAGES

MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	200300293NPO	04/01/03	04/01/04	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	200300293NPO	04/01/03	04/01/04	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	200300293UMBPO	04/01/03	04/01/04	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z044979906	01/01/03	01/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		OTHER Directors & Officers Liability	200300293DONPO	04/01/03	04/01/04	\$1,000,000
C		Fidelity Bond	BY103046008	04/01/03	04/01/04	250,000 W/\$500 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Fred Finch Children's Home Inc
 dba: Fred Finch Youth Center
 dba: Bridges of Sonoma
 dba: Bridges of San Mateo
 (See Attached Descriptions)

CERTIFICATE HOLDER

San Mateo County Mental Health
 Services
 Its Officers, Agents & Employees
 225 W 37th Avenue
 San Mateo, CA 94403

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

dba: Alameda County Homeless Youth Collaborative

RE: Fred Finch Youth Center 3800 Coolidge Avenue Oakland, CA 94602

In respect to all operations including Special Education Services to Youth from San Mateo County, the Certificate Holder is an Additional Insured where contractually required.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON or
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

San Mateo County Mental Health
Services
Its Officers, Agents & Employees
225 W 37th Avenue
San Mateo, CA 94403

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented to you.

RE: Fred Finch Youth Center 3800 Coolidge Avenue Oakland, CA 94602 In respect to all operations including Special Education Services to Youth from San Mateo County, the Certificate Holder is an Additional Insured where contractually required.