

AMENDMENT ONE TO THE AGREEMENT WITH
CHILDREN'S HEALTH COUNCIL, INC.

THIS AMENDMENT, entered into this _____ day of _____,
2005, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and
Children's Health Council, Inc. (hereinafter called "Contractor"),

W I T N E S E T H:

WHEREAS, on December 14, 2004, 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. Paragraph 1. Exhibits and Attachments is hereby deleted and replaced
with the following:

1. Exhibits and Attachments The following exhibits and attachments
are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment C – Election of Third Party Billing Process

Attachment D – Payor Financial Information

Attachment I—§504 Compliance

2. Paragraph 3. Payments is hereby deleted and replaced with the following:

3. Payments. In consideration of the services provided by contractor
in accordance with all terms, conditions and specifications set forth
herein and in Exhibit "A", County shall make payment to Contractor
based on the rates and in the manner specified in Exhibit "B." The
County reserves the right to withhold payment if the County
determines that the quantity or quality of the work performed is
unacceptable. In no event shall the County's total fiscal obligation
under this contract exceed FOUR HUNDRED FIFTY-NINE
THOUSAND SIXTY-FOUR DOLLARS (\$459,064).

3. Paragraph 4. Term and Termination is hereby deleted and replaced with

the following:

4. Term and Termination. Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004 through June 30, 2006.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

4. Schedule A is hereby deleted and replaced with the Schedule A attached hereto.
5. 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 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 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 Children's Health Council 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

CHILDREN'S HEALTH COUNCIL, INC. *NY*

By: _____
Richard S. Gordon, President
Board of Supervisors, San Mateo County

By:  _____

Date: _____

Date: 11/17/05 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

CHILDREN'S HEALTH COUNCIL, INC.
2004-06
Exhibit A

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

I. Description of Services to be Performed by Contractor

In full consideration of the payments herein described in Paragraph 3, Payments, of this Agreement Contractor shall provide the service described below in a manner consistent with the terms and provisions of this Agreement. 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 Contract must directly support services specified in this Contract. The San Mateo County Mental Health Services Documentation Manual is included herein by reference. To the extent that there is inconsistency between a provision in the San Mateo County Mental Health Services Documentation Manual and this Agreement, the provision in the San Mateo County Mental Health Services Documentation Manual shall prevail. Contractor shall provide the following services:

A. Non-Public School Intensive Mental Health Services (July 1, 2004 through October 31, 2005)

1. For the period July 1, 2004 through October 31, 2005, the Non-Public School Intensive Mental Health Services Program shall provide services to children, adolescents, and their families who have been referred by the Mental Health Services Division due to the child's or adolescent's need for psychiatric treatment for acute mental, emotional, or behavioral disorders. All program activities must be available in both English and Spanish.
2. The primary focus of the program will be milieu-based outpatient treatment. The treatment program will be all inclusive, including medication assessment and treatment, classroom interventions, individual therapy, group therapy, case management, crisis intervention, and referrals to other community support services as appropriate. The program will provide close coordination between each client's educational program and his/her mental health treatment to promote their successful adaptation to educational setting.

3. In addition, Contractor will work as a key partner in the existing system of care for children and youth. Clients in the program will have access to existing wrap-around services, e.g., respite care, shadow, etc.
4. Staff
 - a. Staff must be licensed or license eligible to provide therapy to emotionally disturbed children and youth.
 - b. Contractor will be expected to hire staff capable of working with culturally diverse population which includes hiring staff who are Spanish-speaking.
 - c. Graduate school interns may be included in the treatment plan, provided they are supervised by licensed professionals.
5. Referrals to this program will be made jointly by the student's school district and the Mental Health Services Division staff. Referrals to the program will involve contact with the family, assessment of family needs, and development of a treatment plan.
6. Discharge plans will be done collaboratively between the youth, family, school district, contract agency, and Mental Health Services staff.
7. Contractors shall provide services up to an average of sixteen (16) youth per month for fourteen (14) months during the period July 1, 2004 through October 31, 2005. Services shall not be provided during August 2004 and August 2005.
8. Contractor shall provide close coordination between each client's educational program and his/her mental health treatment, so that the child shall successfully adapt to the educational setting.

9. If new mental health services are being considered, especially if these services are being considered during a placement transition phase, the County Mental Health Division Children and Youth Services Deputy Director or her designee (the "Deputy Director") will be informed prior to official recommendations to parents and/or other agency administrators.
 10. The services provided by Contractor shall be available to such eligible clients of County as may be referred to Contractor by the Deputy Director.
 11. Admissions of persons so referred shall be subject to assessment procedures and standards mutually agreed upon by Contractor and the Deputy Director for the purpose of assuring the admission of persons able to benefit from the services provided and excluding the admission of persons whose disabilities or degree of disabilities would be inappropriate to the level of services intended to be provided by Contractor.
 12. Contractor shall provide reasonable advance notice to the contract liaison of all IEPs and/or case conferences regarding San Mateo clients. Contractor will also inform the Deputy Director of any crisis and/or atypical event involving San Mateo County clients.
 13. A well coordinated transition plan (to less restrictive educational settings) will be mutually established between the program and the contract liaison. Transitions shall be implemented within a clinically reasonable amount of time, as determined by Contractor and contract liaison.
 14. Contractor shall offer at least four (4) parent-oriented workshops on topics relevant to raising difficult children.
- B. Non-Public School Intensive Mental Health Services (November 1, 2005 through June 30, 2006)
1. The provisions of this Paragraph I.B. shall apply for the period November 1, 2005 through June 30, 2006.
 2. Medication Support Services

- a. Contractor shall provide Medication Support Services by a licensed psychiatrist for each client pre-authorized for Medication Support Services by the Deputy Director or her designee and to the extent medically necessary.
 - b. Medication Support Services include
 - i. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
 - ii. Evaluation of the need for medication, prescribing and/or dispensing;
 - iii. Evaluation of clinical effectiveness and side effects of medication;
 - iv. Obtaining informed consent for medication(s); and
 - v. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).
 - c. The monthly invoice for Medication Support Services must be supported by clinical documentation to be considered for payment. Medication Support Services are reimbursed by minutes of service.
 - d. 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.
3. Mental Health Services
- a. 2006 Contractor shall provide Mental Health Services for each client pre-authorized for Mental Health Services by the Deputy Director or her designee, and to the extent medically necessary.
 - b. Mental Health Services include:

- i. Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.
- ii. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include therapy when families of two or more clients are present.
- iii. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
- iv. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
- v. Rehabilitation Services: Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.
- vi. Plan Development: Plan Development may consist of the following:

- 1) When staff develop Client Plans (as such term is described in Paragraph I.B.7 of this Exhibit A), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
- 2) When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
- 3) When staff communicate with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.

vii. Assessment: Assessment consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.

c. The monthly invoice for Mental Health Services must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.

4. 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.
- b. Contractor shall provide Crisis Intervention if medically necessary.

- c. Crisis Intervention is reimbursed by minutes of service. To be considered for payment Crisis Intervention must be retroactively authorized by the Deputy Director or her designee.
- d. All clinical documentation must accompany the monthly invoice.

5. Authorization Requests

The Deputy Director or her designee will authorize all payment. 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 Contractor must meet the following authorization requirements:

- a. Contractor must submit clinical documentation that establishes the need for the service prior to enrolling a client into the Non-Public School Intensive Mental Health Services program.
- b. Contractor must request authorization for the continuation of services at least every twelve (12) months or more frequently, if requested by County.
- c. Authorization requests (Client Services Treatment Plan) must specify the number of sessions per month services will be provided.

6. Authorization Decisions

Authorization decisions and timelines will conform to Chapter 26.5 guidelines.

7. Documentation

Each youth will have an individualized client treatment plan ("Client Plan") developed by a licensed, waived or registered staff member.

- a. Client Plans will:
 - i. Be provided to the Deputy Director or her designee within thirty (30) days of being admitted for Services;

- ii. Be updated at least annually and are due to the Deputy Director or her designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
- iii. Have specific observable and/or specific quantifiable goals;
- iv. Identify the proposed type(s) of intervention;
- v. Have a proposed duration of intervention(s); and
- vi. Be signed (or electronic equivalent) by:
 - 1) The person providing the Service(s), or
 - 2) A person representing a team or program providing Services, or
 - 3) 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:
 - a) Physician,
 - b) Licensed/registered/waivered psychologist,
 - c) Licensed/registered/waivered social worker,
 - d) Licensed/registered/waivered MFT, or
 - e) Registered nurse who is either staff to the program or the person directing the Services.

- b. Client Progress Notes

Daily progress notes on activities which must be signed (or electronic equivalent) by a:

 - i. Physician,
 - ii. Licensed/registered/waivered psychologist,
 - iii. Clinical social worker,
 - iv. MFT, or
 - v. Registered nurse who is either staff to the program or the person directing the Services.

II. Administrative Requirements

A. Paragraph 12 of the Agreement and Paragraph I.L.4. of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of 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.

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.

C. Cultural Competency

1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.
2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.
3. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

D. Contractor shall submit a copy of any licensing report issued by a licensing agency to the Deputy Director within 10 business days of Contractor's receipt of any such licensing report.

E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement. Such documentation shall be consistent with the San Mateo County Mental Health Services Documentation Manual.

F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

G. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will 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. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

H. Advance Directives

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

I. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

J. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

K. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

L. Compliance Plan and Code of Conduct

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

M. Beneficiary Brochure and Provider Lists

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

III. GOAL AND OBJECTIVES

A. Non-Public School Intensive Mental Health Services

Goal: To maintain clients at the current or reduced level of placement.

Objective: At least 95% of children served will be maintained in their current or reduced level of placement during their course of treatment.

Data to be collected by Contractor.

B. Satisfaction

Goal: To enhance clients' and parents' or other caregivers' satisfaction with the services provided.

Objective: 1: At least ninety percent (90%) of respondents will agree or strongly agree that they are satisfied with serviced received.

Objective 2: At least seventy-five percent (75%) of respondents will agree or strongly agree that the clients are better at handling daily life.

Data to be collected by County.

CHILDREN'S HEALTH COUNCIL, INC.
2004-06
Exhibit B

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

I. Payments

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") 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. Rates for Services

1. For the period July 1, 2004 through June 30, 2005 (except August 2004) and for the Non-Public School Intensive Mental Health Services described in Paragraph I.A. of Exhibit A, County shall pay Contractor at a rate of ONE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$1,333) per child served per month up to a maximum of TWO HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED THIRTEEN DOLLARS (\$229,313).
2. For the period July 1, 2005 through October 31, 2005 (except August 2005) for the Non-Public School Intensive Mental Health Services described in Paragraph I.A. of Exhibit A, County shall pay Contractor at a rate of ONE THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS (\$1,373) per child served. County shall pay such rate less any third-party payments as set forth in Paragraph I.M. of this Exhibit B.
3. Medication Support Services, Mental Health Services, and Crisis Intervention
 - a. For the period November 1, 2005 through June 30, 2006, for Medication Support Services described in Paragraph I.B.2. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND SIXTY-SIX CENTS (\$4.66) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.M. of this Exhibit B.

- b. For the period November 1, 2005 through June 30, 2006, for Mental Health Services described in Paragraph I.B.3. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND FIFTY-TWO CENTS (\$2.52) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.M. of this Exhibit B.
 - c. For the period November 1, 2005 through June 30, 2006, for Crisis Intervention Service described in Paragraph I.B.4. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND SEVENTY-FIVE CENTS (\$3.75) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.M. of this Exhibit B.
 - d. Payment shall be made on a monthly basis upon County's receipt of the following:
 - i. All required documentation adhering to Medi-Cal guidelines,
 - ii. Documentation for each minute of service, and
 - iii. Documentation relating to each appropriate authorization.
 - 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.
4. For the period July 1, 2005 through June 30, 2006 and for the services described in Paragraph I.A and I.B. of Exhibit A, the maximum amount County shall be obligated to pay shall not exceed TWO HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS (\$229,751).
- C. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED FIFTY-NINE THOUSAND SIXTY-FOUR DOLLARS (\$459,064).
- D. The Director of Health is authorized to execute subsequent amendments and minor modifications not to exceed an aggregate of \$25,000 and to make minor changes in the type of services and activities provided under the Agreement.

E. Monthly Reporting

1. 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. 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. Such back-up shall be in the form of:
 - a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided (Ex: TBS, Intensive Day Treatment, etc.), and duration of service (hour/minute format).
2. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

F. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

G. In the event this Agreement is terminated prior to June 30, 2006 the Contractor shall be paid for services already provided pursuant to this Agreement.

H. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

I. 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.

J. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

K. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Mental Health Services Division of the Health Services Agency.

L. Claims Certification and Program Integrity

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

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

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

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

Executed at _____ California, on _____, 200__

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

- f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

M. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement as of July 1, 2005.

1, Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. With every invoice submitted by Contractor to County, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for each such invoice. The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and in subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct from its payments to Contractor the amount of any such third-party payment. To the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement

- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

Attachment C
Election of Third Party Billing Process

Effective July 1, 2005, San Mateo County Mental Health Services will be required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

In order to comply with the serial billing requirement you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this information. Please select and complete one of the two options below:

Option One

Our agency will bill other insurance, and provide San Mateo County Mental Health Services (SMCMHS) with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCMHS for the remainder.

We THE CHILDREN'S HEALTH CENTER, INC (agency name) elect option one.


Signature of authorized agent

BRUCE FIZOING
Name of authorized agent

650-688-3686
Telephone number

Option Two

Our agency will provide information to San Mateo County Mental Health Services (SMCMHS) so that SMCMHS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCMHS Billing Office with the completed "assignment" that indicates the client's permission for SMCMHS to bill their insurance.

We _____ (agency name) elect option two.

Signature of authorized agent

Name of authorized agent

Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Business Systems Manager
Mental Health Services
225 37th Avenue
San Mateo, CA 94403
(650) 573-2284

Attachment D - Payor Financial Form

AGENCY NAME:

Client's Last Name/MH ID # (if known)	First Name M.I.	Alias or other names Used
Client Date of Birth	Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, Social Security Number (Required)	26.5 (AB3632) <input type="checkbox"/> Yes <input type="checkbox"/> No IEP (SELPA) start date _____

Does Client have Medi-Cal? Yes No **Share of Cost?** Yes No **Client's Medi-Cal Number (BIC Number)?** _____
Please attach copy of MEDS Screen **If client is Full scope Mcal, skip the remaining sections of this form and fax to MIS/Billing Unit – 573-2110**
Is Client Potentially Eligible for Medi-Cal Benefits? Yes No **Client Referred to Medi-Cal?** Yes, give date: _____ No
Is this a Court-ordered Placement? Yes No
Does Client have Medicare? Yes No **If yes, please check all that apply** Part A Part B Part D (effective 1/1/06)
What is the Client's Medicare Number? _____

Responsible Party's Information (Guarantor):

Name _____ Phone _____ Relationship to Client _____ Self
 Address _____ City _____ State _____ Zip Code _____
 Refused to provide Financial Information and will be charged full cost of service.

FINANCIAL ASSESSMENT – Annual UMDAP (Uniform Method of Determining Ability to Pay)

Gross Monthly Income (include all in the Household)

- A. Self\$ _____
- B. Parents/Spouse/Domestic Partner\$ _____
- C. Other\$ _____

Number of Persons Dependent on Income _____

Asset Amount (List all liquid assets)

- A. Savings.....\$ _____
- B. Checking.....\$ _____
- C. Stocks.....\$ _____

Allowable Expenses

- A. Court Ordered Monthly Obligation \$ _____
- B. Monthly Child Care Payments
 (Only if Necessary for Employment) \$ _____
- C. Monthly Dependent Support Payments \$ _____
- D. Monthly Medical Expense Payments \$ _____
- E. Monthly Mandated Deductions for
 Retirement Plan (Do not include
 Social Security).....\$ _____
- F. Housing Cost (Mortgage/Rent) \$ _____

3rd Party HEALTH INSURANCE INFORMATION

Health Plan or Insurance Company (Not employer)

Name of Company _____
 Street Address _____
 City _____
 State _____ Zip _____
 Insurance Co. phone number _____

Policy Number _____
 Group Number _____
 Name of Insured Person _____
 Relationship to Client _____
 Social Security Number of Insured Person _____
 (if other than client)

Does this Client have Healthy Families Insurance? Yes No
 If Yes, complete San Mateo County Mental Health SED form.

Does this Client have Healthy Kids Insurance? Yes No
Does this Client have HealthWorx Insurance.? Yes No

CLIENT AUTHORIZATION –This section is not required for Full scope Medi-Cal Clients

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided under 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

Signature of Client or Authorized Person _____ Date _____ Reason if client is unable to sign _____

Client Refused to Sign Authorization: (Please check if applicable) Date _____ Reason _____

Name of Interviewer _____ Phone Number _____ Best Time to Contact _____

FAX COMPLETED COPY TO: MIS/BILLING UNIT (650)-573-2110

ENTERED BY	San Mateo County Mental Health Services Use Only	CLIENT ACCOUNT #
		DATA ENTRY DATE

MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBILITY

Below are instructions for accessing the State's MEDS (Medi-Cal Eligibility Determination System) to determine eligibility and clearing share of cost through the internet. If you do not have access to the internet, please call Bernadette Ortiz (phone: 650-573-2712) or Analiza Salise (phone:650-573-2442) to verify eligibility.

Instructions for Obtaining Medi-Cal Eligibility Using Internet

- Double click on Internet Explorer
- Type in the address box: **<https://www.medi-cal.ca.gov/eligibility>**
- From the Login Center Transaction Services screen, enter
Userid: **usually 5 zeros followed by your provider number**
- Enter state assigned password – call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine Patient's Eligibility
- From Perform Eligibility screen fill in the following fields:
 - Recipient ID – enter the client's Social Security # (without dashes)
 - Date of Birth – enter the client's DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, enter today's date (mm/dd/yyyy)
 - Date of Service – enter the date on which the service is to be performed (mm/dd/yyyy)
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Instructions for Clearing Medi-Cal Share of Cost Using Internet

- Double click on Internet Explorer
- Type in the address box: <https://www.medi-cal.ca.gov/eligibility>
- From the Login Center Transaction Services screen, enter
Userid: **your provider number preceded by 5 zeros**
- Enter state assigned password - call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine
Share of Cost
- From Perform SOC screen fill in the following fields:
 - Recipient ID – enter the client’s Social Security # (without dashes)
 - Date of Birth – enter the client’s DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, and clearing service for the current month, enter today’s date. If you are clearing a retroactive service, you must have the BIC issue date. (mm/dd/yyyy)
 - Date of Service – enter service date for the “SOC Clearance.” (mm/dd/yyyy)
 - Procedure Code – enter the procedure code for which the SOC is being cleared. The procedure code is required. (90862, 90841, 90882, etc.)
 - Billed Amount – enter the amount in dollars and cents of the total bill for the procedure code. (ex. 100 dollars would be entered as 100.00). If you do not specify a decimal point, a decimal followed by two zeros will be added to the end of the amount entered.
 - Share of Cost Case Number – optional unless applying towards family member’s SOC case
 - Amount of Share of Cost – optional unless a SOC case number was entered
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Select SOC Case – this item affects how the Patient Recall button (described above) functions. Simply select the circle above the SOC case number that you want the Patient Recall button to use when it fills out the form. Note that the SOC case numbers are only available if the previous transaction was an Eligibility transaction.

The “Last Used” choice contains the SOC Case number that was used if the previous transaction was a SOC transaction. This is also a default choice if none are selected.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor: Children's Health Council, INC.
Contact Person: Stephen Joffe
Address: 650 Clark Way
Palo Alto, CA 94304
Phone Number: 650-326-5530
Fax Number: 650-688-3697

II. Employees

Does the Contractor have any employees? [X] Yes [] No

Does the Contractor provide benefits to spouses of employees? [X] 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)

- [X] 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.
[X] 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 n/a (date) and expires on n/a (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.

Signature: [Handwritten Signature]
Title: CFO

Name (Please Print): Bruce Feldman
Date: 11/17/05

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: September 6, 2005

TO: Steve Rossi, Risk Management/Insurance Division

FROM: Liz Kauk, Mental Health Services/PONY #MLH 322

CONTRACTOR: Children's Health Council

DO THEY TRAVEL:

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:
Motor Vehicle Liability:
Professional Liability:
Worker's Compensation:

\$ 1,000,000
\$ 1,000,000
\$ 1,000,000
\$ statutory

APPROVE WAIVE MODIFY

REMARKS/COMMENTS:

Janine Kallen
SIGNATURE
Ins & Claim Mgr
9/8/05

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2005

PRODUCER
Sinclair-Dwyer & Company
15890 Foothill Boulevard

San Leandro CA 94578

INSURED
The Children's Health Council

650 Clark Way
Palo Alto CA 94304

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Riverport Insurance/Berkeley Risk	
INSURER B:	State Compensation Ins. Fund	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RIC0006279	07/25/2005	07/25/2006	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RIC0006279	07/25/2005	07/25/2006	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 AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	REL0006280	07/25/2005	07/25/2006	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	834-0000240-05	07/01/2005	07/01/2006	<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 Social Service Prof. Liability	RIC0006279	07/25/2005	07/25/2006	\$3,000,000	Aggregate
						\$1,000,000	Each Claim

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


CERTIFICATE HOLDER

San Mateo County Mental Health

255 West 37th Avenue
San Mateo, CA 94403

CANCELLATION

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.