

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND CHILDREN'S HEALTH COUNCIL**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CHILDREN'S HEALTH COUNCIL, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an original Agreement for professional services on December 14, 2004; and

WHEREAS, on December 13, 2005 the original Agreement was amended, extending the term and increasing the Agreement maximum; and

WHEREAS, the parties wish to further amend the Agreement to increase the Agreement maximum for the period of June 1, 2006 through June 30, 2006.

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

1. 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 FIVE HUNDRED AND FOUR THOUSAND SIXTY-FOUR DOLLARS (\$504,064).
2. Paragraph 11. **Non-Discrimination** is hereby deleted and replaced with the following:
  11. **Non-Discrimination and Other Requirements**
    - A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified

handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of

employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
  - G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.
3. Exhibit A is hereby deleted and replaced with the Exhibit A attached herto.
  4. Exhibit B is hereby deleted and replaced with the Exhibit B attached herto.
  5. All other terms and conditions of the agreement dated December 14, 2004 between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Jerry Hill  
President, Board of Supervisors

Date: \_\_\_\_\_

Children's Health Council

\_\_\_\_\_  
Contractor

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. 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.

C. Mental Health Services Authorized by the County ACCESS Team

- 1. The provisions of this Paragraph I.C. shall apply for the period July 1, 2005 through June 30, 2006

2. San Mateo County Community-Based Provider Manual, Client Problem Resolution Procedure Manual, and Provider Complaint and Appeal Procedure are included by reference.
3. Contractor shall provide mental health services to San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of referral and authorization; clients who are covered by the Health Plan of San Mateo, the Healthy Families and Health Kids Programs; and clients known to be indigent for whom the County has assumed responsibility.
4. These services shall be provided in a manner prescribed by the laws of California and in accord with all other 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 Contract.
5. Services must be pre-authorized by the County ACCESS team (with the exception of Crisis Intervention as described in Paragraph I.C.8.e. of this Exhibit A).
6. Services shall be available in English and Spanish.
7. All services shall be provided by licensed, waived or registered mental health staff. Interns are not qualified to deliver services within this program.
8. Services shall include:
  - a. Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered mental health professional, and shall include:

    - i. Bilingual Assessment (per case, 60 minutes), and
    - ii. Bilingual Assessment – ADHD (per case, 60 minutes).
  - b. Treatment Services (non-MD)

Treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation). Services to be conducted by a licensed, waived, or registered mental health professional, and shall include:

- i. Bilingual Individual Therapy (per session, 60 minutes),
- ii. Bilingual Group Therapy (per person, per session, 60 min),
- iii. Bilingual Family Therapy (per hour; includes all members),
- iv. Collateral (per session, 30 minutes), and
- v. Clinical Consultation (telephone, 15 minutes).

c. Medication Assessment (MD)

A medication assessment shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist), and shall include:

Medication Assessment (per case, 60 minutes).

d. Medication Management (MD): Medication management shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist), and shall include:

- i. Medication Management (per session, 15 minutes), and
- ii. Medication Group (per person, per session, 30 minutes).

e. Crisis Intervention: 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.

- i. Contractor shall provide Crisis Intervention if medically necessary
- ii. Crisis Intervention is reimbursed by minutes of service. Services delivered may be retroactively reviewed by the Deputy Director or her designee for medical necessity.
- iii. All clinical documentation must accompany the monthly invoice.

## II. Administrative Requirements

A. Paragraph 12 of the Agreement and Paragraph I.M.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 (18<sup>th</sup>) 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](http://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

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 SIXTY FOUR THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS (\$264,751).
- B. Mental Health Services Authorized by the County ACCESS Team
- 1. For the period June 1, 2006 through June 30, 2006 and for the mental health services described in Paragraph I.C. of Exhibit A, the maximum amount County shall be obligated to pay shall not exceed TEN THOUSAND DOLLARS (\$10,000).
  - 2. The following rates shall apply to Mental Health Services authorized by the County ACCESS Team.

<b><u>CPT Code</u></b>	<b><u>Description</u></b>	<b><u>Rate</u></b>
90801	Assessment, per case 60 min	151.20
A8125	Assessment - ADHD, per case 60 min	151.20
90807	Therapy, per session 60 min	151.20
90853	Group Therapy, per person, per session 60	18.90
90847	FamilyTherapy, includes all members, 60 min	151.20
99205	Medication Assessment, per case, 60 min	151.20
90862	Medication Management, per session, 15 min	69.90
90863	Medication Group, per person, per session, 30 min	9.45
X8255	Clinical Consultation (Telephone), 15 min	25.20
C2015	Case Management Brokerage, 15 min	29.25
C2030	Case Management Brokerage, 30 min	58.50
C2000	Case Management Brokerage, 60 min	117.00
N0000	No Show (Limit 2 per client initial authorization period)	20.00

- C. For the period of June 1, 2006 through June 30, 2006, for Crisis Intervention Service described in Paragraph I.C.8.e. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND SEVENTYY-FIVE CENTS (\$3.75) per minute. The maximum amount County shall be obligated to pay for Crisis Intervention services shall not exceed FIVE HUNDRED DOLLARS (\$500).
- D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED AND FOUR THOUSAND SIXTY-FOUR DOLLARS (\$504,064).
- E. 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.
- F. Monthly Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) 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.
- G. 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.
- H. 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.
- I. 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.

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. 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.

L. 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.

M. 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.

N. 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.

# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I. Vendor Identification

Name of Contractor: Children's Health Council, INC. <sup>BB</sup>  
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?  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 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]  
Signature

CFO  
Title

Bruce Fielding  
Name (Please Print)

11/19/05  
Date

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:

*Jamie Allen*  
SIGNATURE  
Ins & Claim Mgr  
9/8/05

# ACORD <sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER  
Inclair-Dwyer & Company  
890 Foothill Boulevard

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  
San Leandro CA 94578  
The Children's Health Council  
650 Clark Way  
Palo Alto CA 94304

**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.

SR ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <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
	<b>AUTOMOBILE LIABILITY</b> <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) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <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</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	834-0000240-05	07/01/2005	07/01/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<b>Social Service Prof. Liability</b>	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 REPRESENTATIVES,  
 AUTHORIZED REPRESENTATIVE 