

**AMENDMENT TO THE AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
MILHOUS CHILDREN'S SERVICES, INC.**

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

WHEREAS, the parties entered into an Agreement for the provision of Day Treatment Intensive Services (5 days/week), medication support, mental health services, and crisis intervention to San Mateo County youth funded by a combination of State and Federal Medi-Call (505), State allocations for AB 3632 (with unreimbursed AB3632 services reimbursed as an SB 90 State Mandated claim and the balance of 18% in the form of Net County Cost for the period July 1, 2007 through June 30, 2008 and

WHEREAS, the parties wish to amend the Agreement and clarify that Original Agreement.

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

1. Paragraph **2. Contract Term** is hereby deleted and replaced with the following:

**2. Contract Term.**

The term of this Agreement shall be from July 1, 2007 to June 30, 2009 unless terminated earlier by either party.

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 SIXTY THOUSAND DOLLARS (\$460,000).

3. Paragraph **12. Non-Discrimination** is hereby deleted and replaced with the

following:

**12. 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.
4. Exhibit A is hereby deleted and replaced with the Exhibits A and B attached hereto.
  5. Attachment C—Election of Third Party Billing Process is hereby attached hereto.
  6. Attachment D—Payor Financial Form is hereby attached hereto.
  7. Attachment E—Fingerprint Certification is hereby attached hereto.
  8. Attachment I—§ 504 Compliance is hereby attached hereto.
  9. All other terms and conditions of the agreement dated October 16, 2007 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: \_\_\_\_\_  
Adrienne Tissier, President  
Board of Supervisors  
San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

MILHOUS CHILDREN'S SERVICES, INC.

\_\_\_\_\_  
Contractor

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

EXHIBIT A  
MILHOUS CHILDREN'S SERVICES, INC.  
FY 2007-09

I. Description of Services to be Performed by the Contractor

In full consideration of the payments herein provided for, Contractor shall provide Day Treatment Intensive Services, Day Treatment Rehabilitative Services, Medication Support Services, Crisis Intervention, and Mental Health Services, authorized by the San Mateo County Division of Mental Health, and as meet medical necessity. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. 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. All payments under this Agreement must directly support services specified in this Agreement. These services are provided to a distinct group of seriously emotionally disturbed children and adolescents and occur in a therapeutic, organized and structured setting.

A. Day Treatment (Intensive/Rehabilitative) Services (Full-day) programs, Medication Support Services, Mental Health Services, and Crisis Intervention

1. General Description of Services

a. The Day Treatment (Intensive/Rehabilitative) Services (Full-day) programs, Medication Support Services, Mental Health Services and Crisis Intervention shall collectively be referred to herein as "Services".

b. As of the date of this Agreement Contractor provides Day Treatment Intensive Services (Full-day) for severely emotionally disturbed children/youth, and does not provide Day Treatment Rehabilitative Services.

c. Day Treatment Intensive Services (Full-day) and Day Treatment Rehabilitative Services (Full-day) shall be collectively referred to herein as "Day Treatment Services".

d. Full-day Day Treatment Services must be available more than four (4) hours and less than twenty-four (24) hours each program day to qualify as a full day program. The client must be present each day Day Treatment Services are claimed.

e. For seriously emotionally disturbed children and adolescents, Day Treatment Services provides a range of services to assist the child/adolescent to gain the social and functional skills necessary for appropriate development and social integration. Interventions are intended to prevent hospitalization, placement in a more restrictive facility, out-of-home placement, and/or to maintain the client in a community setting. A key component of Day Treatment Services service is contact with the families of clients. This may be integrated with an education program as long as it meets all Day Treatment Services requirements.

f. Day Treatment Rehabilitative Services may be provided for those clients for whom those services are clinically appropriate and who do not require the level of services provided through Day Treatment Intensive Services.

g. San Mateo County clients authorized for Day Treatment Intensive Services who subsequently are authorized for Day Treatment Rehabilitative Services may continue to receive services in Contractor's Day Treatment Intensive Services program. Services provided for such clients shall be reimbursed at the Day Treatment Rehabilitative Services rates set forth in Exhibit B. In the event of such subsequent Day Treatment Rehabilitative authorization, Mental Health Services will promptly notify the placing agency of the change in Day Treatment authorization so that placement at Contractor's facility can be reviewed.

h. Contractor shall develop and maintain a Day Treatment Services program description, and shall provide such program description to County annually and upon request.

i. County reserves the right and authority to set additional higher or more specific standards necessary to manage the delivery of Day Treatment Services than those set by the State of California.

## 2. Day Treatment Intensive Services

a. Contractor shall provide Day Treatment Intensive Services to seriously emotionally and behaviorally disturbed San Mateo County resident youth(s) pre-authorized for service by the Deputy Director of Youth Services or her designee.

b. The Contractor's Day Treatment Intensive Services (Full-day) hours of operation are 12:30 PM to 4:50 PM, five (5) days per week, at least forty-seven (47) weeks per year.

c. The program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:

- i. Psychological assessment, evaluation, and plan development;
- ii. Education/special education programming;
- iii. Occupational, speech/language, and recreation therapies;
- iv. Individual, group, and family psychotherapy;
- v. Medication assessment and medication management;
- vi. Psychosocial, functional skills development;
- vii. Crisis intervention; and
- viii. Outreach social services.

d. Day Treatment Intensive Services shall occur in a therapeutic milieu. The purposes of the therapeutic milieu are as follows:

- i. To provide the foundation for the provision of Day Treatment Intensive Services and differentiate these services from other specialty mental health services;
- ii. To include a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff;
- iii. To create a supportive and nurturing interpersonal environment that teaches, models, and reinforces constructive interaction;
- iv. To support peer/staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress;

v. To empower clients through involvement in the overall program (such as the opportunity to lead community meetings and to provide feedback to peers) and the opportunity for risk taking in a supportive environment; and

vi. To support behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function with minimal or no additional therapeutic intervention.

e. Therapeutic Milieu Service Components

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

i. Psychotherapy: the use of psychosocial methods within a professional relationship to assist the person or persons to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individuals, groups, or communities in respect to behavior, emotions, and thinking, in respect to their intrapersonal and interpersonal processes. This service is provided by licensed, registered, or waived staff practicing within their scope of practice. This service does not include physiological interventions, including medication intervention.

ii. Process groups: program staff will facilitate groups to help clients develop skills to deal with their individual problems/issues by using the group process to provide peer interaction and feedback in developing problem-solving strategies and to assist one another in resolving behavioral and emotional problems.

iii. Skill building groups: program staff will help clients to identify barriers/obstacles related to their psychiatric/psychological experiences and, through the course of group interaction, become



better able to identify skills that address symptoms and behaviors and increase adaptive behaviors.

iv. Adjunctive Therapies: non-traditional therapy that utilizes self-expression (for example: art, recreation, dance, and music) as the therapeutic intervention.

f. Daily Community Meetings

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

- i. Schedule for the day;
- ii. Any current events;
- iii. Individual issues that clients or staff wish to discuss to elicit support of the group process;
- iv. Conflict resolution within the milieu;
- v. Planning for the day, the week or for special events;
- vi. Old business from previous meetings or from previous day treatment experiences; and
- vii. Debriefing or wrap-up.

g. Weekly Schedule

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

h. Excluded Activities

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

i. Contact with Significant Support Persons

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

j. Crisis Response

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

k. Authorization Requests

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

- i. Contractor must request prior authorization for payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for the service.
- ii. Contractor must provide an additional prior authorization request for services that exceed five (5) days per week.
- iii. Contractor must request authorization for the

continuation of services at least every three (3) months or more frequently, if requested by County.

iv. Contractor must request prior authorization for the provision of counseling, psychotherapy, and other similar intervention services, including Mental Health Services, beyond those provided in the Intensive Day Treatment Services. These services may not be provided at the same time as Intensive Day Treatment Services even if authorized.

(Excluded from this authorization are services to treat emergency and urgent conditions, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Intensive Services.) Reauthorization of these services must occur on the reauthorization schedule determined by the Deputy Director or her designee and no later than on the same cycle as reauthorization for Day Treatment Intensive Services.

v. Authorization must specify the number of days per week as well as the length of time services will be provided.

#### I. Authorization Decisions

i. For authorization decisions other than the expedited decisions described below in Paragraph I.A.2.I.ii., County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional information.

ii. In cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited authorization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the request for authorization. The County may extend the three-(3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or

if the County identifies a need for additional information.

iii. The County shall notify the Contractor of any decision to deny an authorization request, or to authorize a service in an amount, duration, or scope that is less than requested.

m. Documentation

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

i. Client treatment plans will:

- 1) Be provided to the Deputy Director of Youth Services or her designee within thirty (30) days of admission to the program;
- 2) Be updated at least annually and are due to the Deputy Director of Youth Services 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;
- 3) Have specific observable and/or specific quantifiable goals;
- 4) Identify the proposed type(s) of intervention;
- 5) Have a proposed duration of intervention(s); and
- 6) Be signed (or electronic equivalent) by:
  - a) The person providing the service(s), or
  - b) A person representing a team or program providing Services, or
  - c) 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:
    - i) Physician,
    - ii) Licensed/registered/waivered psychologist,

iii) Licensed/registered/waiver ed social worker,

iv) Licensed/registered/waiver ed MFT, or

v) Registered nurse who is either staff to the program or the person directing the Services.

require:

ii. Client Progress Notes

1) Day Treatment Intensive Services

a) Daily progress notes on activities, and

b) Weekly clinical summaries, which must be signed (or electronic equivalent) by a:

i) Physician,

ii)

Licensed/registered/waiver ed psychologist,

iii) Clinical social worker,

iv) MFT, or

v) Registered nurse who is either staff to the program or the person directing the Services.

2) The signature for the weekly summary shall include the person's professional degree, licensure, or job title, and will include the dates Services were provided and progress towards meeting client goals.

Copies of weekly summaries shall be forwarded along with the monthly invoice to the Deputy Director of Youth Services or her designee.

n. Staffing

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

i. Staff Qualifications: Commensurate with scope of practice, Day Treatment Intensive Services may be provided by any of the

following staff:

- 1) Licensed Physician,
- 2) Licensed/Waivered Clinical Psychologist,
- 3) Licensed/Registered Clinical Social Worker,
- 4) Licensed/Registered Marriage, Family and Child Counselor,
- 5) Registered Nurse,
- 6) Licensed Vocational Nurse,
- 7) Licensed Psychiatric Technician,
- 8) Occupational Therapist, or
- 9) Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years of experience in a mental health setting.

- ii. Staffing Ratio: At a minimum there must be an average ratio of at least one (1) professional staff member (see staffing list above) to eight (8) individuals (1:≤8) in attendance during the period the program is open. In Day Treatment Intensive Services programs serving more than twelve (12) clients (1:>12) there shall be at least one (1) person from two (2) of the staffing groups listed in Paragraph I.A.2.n.i.. One staff person must be present and available to the group in the therapeutic milieu in all hours of operation.

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

both Day Treatment Intensive Services program staff and in other capacities.

3. Day Treatment Rehabilitative Services

- a. Contractor shall provide Day Treatment Rehabilitative Services to seriously emotionally and behaviorally disturbed San Mateo County resident youth(s) pre-authorized for Day Treatment Rehabilitative Services by the Deputy Director of Youth Services or her designee, or Contractor may alternatively, provide Day Treatment Intensive Services to any such youth preauthorized for Day Treatment Rehabilitative Services.
- b. As of the date of this Agreement Contractor does not provide Day Treatment Rehabilitative Services.
- c. The Day Treatment Rehabilitative Services program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
  - i. Psychological assessment, evaluation, and plan development;
  - ii. Education/special education programming;
  - iii. Occupational, speech/language, and recreation therapies;
  - iv. Medication assessment and medication management;
  - v. Psychosocial/functional skills development;
  - vi. Crisis intervention; and
  - vii. Outreach social services.
- d. Day Treatment Rehabilitative Services shall occur in a therapeutic milieu. The purposes of the therapeutic milieu are as follows:
  - i. To provide the foundation for the provision of Day Treatment Rehabilitative Services and differentiate these services from other specialty mental health services;
  - ii. To include a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff;
  - iii. To create a supportive and nurturing interpersonal environment that teaches,

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

e. Therapeutic Milieu Service Components

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

- i. Process groups: program staff will facilitate groups to help clients develop skills to deal with their individual problems/issues by using the group process to provide peer interaction and feedback in developing problem-solving strategies and to assist one another in resolving behavioral and emotional problems.
- ii. Skill building groups: program staff will help clients to identify barriers/obstacles related to their psychiatric/psychological experiences and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and increase adaptive behaviors.
- iii. Adjunctive Therapies: non-traditional therapy that utilizes self-expression (for example: art, recreation, dance, and music) as the therapeutic intervention.



f. Daily Community Meetings

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

- i. Schedule for the day,
- ii. Any current event;
- iii. Individual issues that clients or staff wish to discuss to elicit support of the group process;
- iv. Conflict resolution within the milieu;
- v. Planning for the day, the week or for special events;
- vi. Old business from previous meetings or from previous day treatment experiences; and
- vii. Debriefing or wrap-up.

g. Weekly Schedule

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

h. Excluded Activities

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

i. Contact With Significant Support Persons

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

this contact will occur outside hours of operation and the therapeutic milieu for Day Treatment Service.

j. Crisis Response

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

k. Authorization Requests

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

- i. Contractor must request prior authorization for payment from County using the Authorization Form or a similar form approved by County and clinical documentation that establishes the need for the service.
- ii. Contractor must provide an additional prior authorization request for services that exceed five (5) days per week.
- iii. Contractor must request authorization for the continuation of services at least every six (6) months or more frequently, if requested by County.
- iv. Contractor must request prior authorization for the provision of counseling and other similar intervention services beyond those provided in the Rehabilitative Day Treatment Services. These services may not be provided to a Rehabilitative Day Treatment Services client

during the Rehabilitative Day Treatment Services program hours, even if such service is authorized. (Excluded from this authorization are services to treat emergency and urgent conditions, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Rehabilitative Services.) Reauthorization of these services must occur on the reauthorization schedule determined by the Deputy Director of Youth Services or her designee and no later than on the same cycle as reauthorization for Day Treatment Rehabilitative Services.

- v. Authorization must specify the number of days per week as well as the length of time services will be provided.

#### I. Authorization Decisions

- i. For authorization decisions other than the expedited decisions described below in Paragraph I.A.3.I.ii., County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional information.
- ii. In cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited authorization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the request for authorization. The County may extend the three- (3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.
- iii. The County shall notify the Contractor of any decision to deny an authorization request, or to authorize a service in an amount, duration, or

scope that is less than requested. County's notice to Contractor need not be in writing.

m. Documentation

Each youth will have an individualized client treatment plan developed by the program staff signed by a licensed, waived or registered staff member. A copy of this plan will be provided to the Deputy Director of Youth Services or designee upon admission and every six (6) months thereafter.

i. Client treatment plans will:

- 1) Be provided to the Deputy Director of Youth Services or her designee within thirty (30) days of admission to the program;
- 2) Be updated at least annually and are due to the Deputy Director of Youth Services 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;
- 3) Have specific observable and/or specific quantifiable goals;
- 4) Identify the proposed type(s) of intervention;
- 5) Have a proposed duration of intervention(s); and
- 6) Be signed (or electronic equivalent) by:
  - a) The person providing the service(s),
  - b) A person representing a team or program providing services, or
  - c) 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:
    - i) Physician,
    - ii) Licensed/registered/waivered psychologist,
    - iii) Licensed/registered/waivered social worker,

- iv) Licensed/registered/waivered MFT, or
- v) Registered nurse who is either staff to the program or the person directing the service.

ii. Client Progress Notes

Day Treatment Rehabilitative Services require weekly summaries, written or co-signed (or the electronic equivalent) by a person providing the service. The signature shall include the person's professional degree, licensure, or job title. The weekly summary shall include the dates that services were provided. There is no requirement for daily progress notes.

n. Staffing

- i. Staff Qualifications: Commensurate with scope of practice, Day Treatment Rehabilitative Services may be provided by any of the following staff:

- 1) Licensed Physician,
- 2) Licensed/Waivered Clinical Psychologist,
- 3) Licensed/Registered Clinical Social Worker,
- 4) Licensed/Registered Marriage, Family and Child Counselor,
- 5) Registered Nurse,
- 6) Licensed Vocational Nurse,
- 7) Licensed Psychiatric Technician,

or

- 8) Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for

the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years of experience in a mental health setting.

- ii. At a minimum there must be an average ratio of at least one professional staff member (see staffing list above) to ten individuals (1:≤10) in attendance during the period the program is open. In Day Treatment Rehabilitative Services programs serving more than 12 clients (1:<12) there shall be at least one person from two of the staffing groups listed in Paragraph I.A.3.n.i. of this Exhibit A. One staff person must be present and available to the group in the therapeutic milieu in all hours of operation.
- iii. Other staff may be utilized according to program need, but shall not be included as part of the above ratio. A clear audit trail shall be maintained for staff members who function as both Day Treatment Rehabilitative Services staff and in other capacities.

#### 4. Medication Support Services

- a. For each client pre-authorized for Medication Support Services by the County Deputy Director of Youth Services or her designee and to the extent medically necessary, Contractor shall provide Medication Support Services by a staff person within the scope of practice of his/her profession.
- b. Reauthorization shall be on the same cycle required for continuation of the concurrent Day Treatment Services.
- c. Medication Support Services include prescribing, administering, dispensing and monitoring of

psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness. Medication Support Services may include evaluation of the need for medication, clinical effectiveness and side effects, obtaining informed consent, medication education and plan development related to the delivery of the Medication Support Service and/or assessment of the client. Medication Support Services are to be provided by a staff person within the scope of practice of his/her profession.

- d. 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.
  - e. Medication Support Services include:
    - i. Evaluation of the need for medication, prescribing and/or dispensing,
    - ii. Evaluation of clinical effectiveness and side effects of medication,
    - iii. Obtaining informed consent for medication(s), and
    - iv. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).
  - f. 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.
5. Mental Health Services
- a. For each client pre-authorized for Mental Health Services by the County Deputy Director of Youth Services or her designee and to the extent medically necessary, Contractor shall provide Mental Health Services.
  - b. Reauthorization shall be on the same cycle required for continuation of the concurrent Day Treatment Services.
  - c. Mental Health Services are those therapeutic interventions that are designed to reduce mental

disability and/or facilitate improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency.

- d. 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.
- e. Mental Health Services may include therapeutic interventions consistent with the consumer's goals that focus primarily on symptom reduction as a means to improve functional impairments. Therapy services provided in conjunction with Day Treatment Services (Rehabilitative and Intensive) shall generally focus on family therapy.

6. 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. Crisis Intervention as described in this Paragraph I.A.6. is a separate service from crisis response which is an expected part of Day Treatment Services as set forth in Paragraphs I.A.2.j. and I.A.3.j.
- 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:
  - i. Retroactively authorized by the Deputy Director of Mental Health Services or her designee, and
  - ii. Provided during non-Day Treatment Service hours only.
- d. All clinical documentation must accompany the monthly invoice.

B. Administrative Requirements

- 1. Paragraph 13 of the Agreement and Paragraph I.P.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.

2. 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.

3. Cultural Competency

- a. 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;
- b. 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; and
- c. 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.

4. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Division Children and Youth Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.

5. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and

quarterly notices, assessment and service plans, and progress notes). Such documentation shall be consistent with the San Mateo County Mental Health Services Documentation Manual which is incorporated into this Agreement by reference.

6. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
7. 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).
8. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) 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 has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:  
[http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull\\_1.a.sp](http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.a.sp)
9. Advance Directives  
  
Contractor will comply with County policies and procedures relating to advance directives.
10. Beneficiary Rights

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

11. 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.

12. 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.

13. 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.

14. 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.

15. Fingerprinting Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

C. Goals and Objectives

1. Satisfaction with Services

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 services received.

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

Data to be collected by County.

2. Day Treatment Intensive Services

Goal 1: To maintain clients at the current or reduced level of placement.

Objective 1: At least 75% of children served will be maintained in their current or reduced level of placement during their course of treatment.

Objective 2: There will be no more than one (1) psychiatric hospitalization during the course of Day Treatment Intensive Services per enrolled youth.

Data to be collected by Contractor.

EXHIBIT B  
MILHOUS CHILDREN'S SERVICES, INC.  
FY 2007-09

I. Amount and Method of Payment

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. Payment for the period of July 1, 2007–June 30, 2008

1. Day Treatment (Intensive and Rehabilitative) Services (Full-day) programs

a. Rates for Day Treatment Intensive Services

Day Treatment Intensive Services (Full-day) described in Paragraphs I.A.1.a. and I.A.2. of Exhibit A, Contractor shall be paid at the rate of TWO HUNDRED EIGHT DOLLARS AND TEN CENTS (\$208.10) per day.

b. Rates for Day Treatment Rehabilitative Services

Day Treatment Rehabilitative Services (Full-day) described in Paragraph I.A.2. and I.A.3. of Exhibit A, Contractor shall be paid at the rate of ONE HUNDRED THIRTY-FOUR DOLLARS AND NINETY-ONE CENTS (\$134.91) per day.

2. Medication Support Services, Mental Health Services, and Crisis Intervention.

a. Rates for Medication Support Services

Medication Support Services described in Paragraph 1.A.4 of Exhibit A. County shall pay Contractor at the rate of FOUR DOLLARS AND NINETY-SIX CENTS (\$4.96) per minute.

b. Rates for Mental Health Services

Mental Health Services described in Paragraph 1.A.5 of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-EIGHT CENTS (\$2.68) per minute.

c. Rates for Crisis Intervention Services

Crisis Intervention Services described in Paragraph 1.A.6. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND NINETY-NINE CENTS (\$3.99) per minute.

B. Payment for the period of July 1, 2008–June 30, 2009

1. Day treatment (Intensive and Rehabilitative) Services (Full-day) programs

a. Rates for Day Treatment Intensive Services

Day Treatment Intensive Services (Full-day) described in Paragraphs 1.A.1.a. and 1.A.2 of Exhibit A, Contractor shall be paid at the rate of TWO HUNDRED EIGHT DOLLARS AND TEN CENTS (\$208.10) per day.

b. Rates for Day Treatment Rehabilitative Services

Day Treatment Rehabilitative Services (Full-day) described in Paragraphs 1.A.2. and 1.A.3. of Exhibit A, Contractor shall be paid at the rate of ONE HUNDRED THIRTY-FOUR DOLLARS AND NINETY-ONE CENTS (\$134.91) per day.

2. Medication Support Services, Mental Health Services, and Crisis Intervention.

a. Rates for Medication Support Services

Medication Support Services described in Paragraph 1.A.4 of Exhibit A. County shall pay Contractor at the rate of FOUR DOLLARS AND NINETY-SIX CENTS (\$4.96) per minute.

b. Rates for Mental Health Services

Mental Health Services described in Paragraph 1.A.5 of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-EIGHT CENTS (\$2.68) per minute.

c. Rates for Crisis Intervention Services

Crisis Intervention Services described in Paragraph 1.A.6. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND NINETY-NINE CENTS (\$3.99) per minute.

C. For Day Treatment (Intensive/Rehabilitative) Services payment shall be made on a monthly basis upon County's receipt of the following:

1. All required documentation adhering to Medi-Cal guidelines, and the terms of this Agreement,
  2. Documentation for each day of service, and
  3. Documentation relating to each appropriate authorization.
  4. Full-day Day Treatment Intensive Services and full-day Day Treatment Rehabilitative Services must be available more than four (4) hours each day the program is open. The client must be present for the entire program day for each day services are claimed. On an exceptional occasion when a client is unavailable for the entire program day, the client must be present a minimum of fifty percent (50%) of the program day for that day's services to be claimed.
  5. Day Treatment 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.
- D. For Medication Support Services, Mental Health Services and Crisis Intervention payment shall be made on a monthly basis upon County's receipt of the following:
1. All required documentation adhering to Medi-Cal guidelines,
  2. Documentation for each minute of service, and
  3. 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.
- F. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement for the period July 1, 2007 – June 30, 2009 shall not exceed FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000).
- G. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Director of Health or designee.
- H. In the event of a decrease in the Short-Doyle/Medi-Cal Maximum Reimbursement Rates for services provided pursuant to this Agreement,



Contractor agrees to either accept rate(s) not to exceed the Short-Doyle/Medi-Cal Maximum Reimbursement Rates or to discontinue provision of these services as of the effective date for the new rate(s) is/are less than the rate(s) established in this Agreement, it is agreed the rate(s) will be changed to the Short-Doyle/Medi-Cal Maximum Reimbursement Rates. In no event shall the compensation rate(s) for services provided under this Agreement exceed the Short-Doyle/Medi-Cal Reimbursement Rates.

I. 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 10 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

J. 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.

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. 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 changes 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: Medication Support, Day Treatment Intensive, Family Therapy, 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.

M. In the event this Agreement is terminated prior to June 30, 2009, the Contractor shall be paid for services already provided pursuant to this Agreement.

#### N. Cost Report and Settlement

1. 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.
2. If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee.

#### O. 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.

#### P. 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 Day Treatment Services and/or EPSDT supplemental specialty mental health services included in the claim, all requirements for Contractor payment authorization for Day Treatment Services and/or EPSDT supplemental specialty mental health services, as appropriate 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; and

- 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 I.B.1. 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 Medical 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.

Q. 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.

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 Milhous Children's Services, Inc. elect option one.

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Name of authorized agent

\_\_\_\_\_  
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 Milhous Children's Services, Inc. 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 37<sup>th</sup> Avenue  
San Mateo, CA 94403  
(650) 573-2284

**Attachment D - Payor Financial Form**

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

<p><b>Gross Monthly Income (include all in the Household)</b></p> <p>A. Self .....\$ _____</p> <p>B. Parents/Spouse/Domestic Partner ....\$ _____</p> <p>C. Other ..... \$ _____</p> <p>Number of Persons Dependent on Income _____</p>	<p><b>Allowable Expenses</b></p> <p>A. Court Ordered Monthly Obligation    \$ _____</p> <p>B. Monthly Child Care Payments (Only if Necessary for Employment)    \$ _____</p> <p>C. Monthly Dependent Support Payments    \$ _____</p> <p>D. Monthly Medical Expense Payments    \$ _____</p> <p>E. Monthly Mandated Deductions for Retirement Plan (Do not include Social Security).....\$ _____</p> <p>F. Housing Cost (Mortgage/Rent)    \$ _____</p>
<p><b>Asset Amount (List all liquid assets)</b></p> <p>A. Savings.....\$ _____</p> <p>B. Checking.....\$ _____</p> <p>C. Stocks.....\$ _____</p>	

**3<sup>rd</sup> Party HEALTH INSURANCE INFORMATION**

<p><b>Health Plan or Insurance Company (Not employer)</b></p> <p>Name of Company _____</p> <p>Street Address _____</p> <p>City _____</p> <p>State _____ Zip _____</p> <p>Insurance Co. phone number _____</p>	<p>Policy Number _____</p> <p>Group Number _____</p> <p>Name of Insured Person _____</p> <p>Relationship to Client _____</p> <p>Social Security Number of Insured Person _____ (if other than client)</p>
---	---

Attachment D.	Payor Financial Form
<b>Does this Client have Healthy Families Insurance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete San Mateo County Mental Health SED form.	<b>Does this Client have Healthy Kids Insurance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Does this Client have HealthWorx Insurance.?</b> <input type="checkbox"/> Yes <input type="checkbox"/> 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 for all 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 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 for 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***

San Mateo County Mental Health Services Use Only

**ENTERED BY**  
**ENTRY DATE**

CLIENT ACCOUNT #

DATA

**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)



## Attachment D - Payor Financial Form

- 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.

## Attachment D - Payor Financial Form

### 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.

ATTACHMENT E

**FINGERPRINTING CERTIFICATION**

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

\_\_\_ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).

\_\_\_ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Milhous Children's Services, Inc.  
\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Date

ATTACHMENT I

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with  the DHHS regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

Milhous Children's Services, Inc.

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

24077 State Highway 49

\_\_\_\_\_  
Street Address or P.O. Box

Nevada City, CA 95959

\_\_\_\_\_  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."