

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

THIS 2nd 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, medication support services, mental health services, and crisis intervention services to San Mateo County youth for the period July 1, 2007 through June 30, 2008; and

WHEREAS, on May 20, 2008, an Amendment to the original Agreement was approved extending the term through June 30, 2009, and increasing the maximum obligation by \$342,000 to a new maximum of \$440,000; and

WHEREAS, the parties wish to execute a Second Amendment to the Agreement to increase the maximum obligation and extend the term through June 30, 2010.

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, 2010 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 EIGHT HUNDRED FORTY-FOUR THOUSAND DOLLARS

- (\$844,000).
3. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.
 4. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
 5. All other terms and conditions of the Agreement as amended on May 20, 2008, 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: _____
Mark Church, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MILHOUS CHILDREN'S SERVICES, INC.

Contractor

Date: _____

MILHOUS CHILDREN'S SERVICES, INC.
2007-10
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 provided for, Contractor shall provide Youth Day Treatment Services (Day Treatment Intensive and Day Rehabilitation), Medication Support services, Crisis Intervention, and Mental Health services authorized by the San Mateo County Behavioral Health & Recovery Services Division (BHRS), 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. 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. Youth Day Treatment Services (Day Treatment Intensive/Day Rehabilitation), (Full/Half-day) programs, Medication Support Services, Mental Health Services, and Crisis Intervention

1. General Description of Services

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

- c. Day Treatment Intensive Services provide a structured multi-disciplinary treatment program for seriously emotionally disturbed children and adolescents. Day Treatment Intensive Services provide 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.
- d. Day Rehabilitation is a structured program of rehabilitation and therapy – to improve, maintain or restore personal independence and functioning. For seriously emotionally disturbed children and adolescents. Day Rehabilitation Services focus on maintaining individuals in their community and school settings, consistent with their requirements for learning and development and enhanced self-sufficiency. These services emphasize delayed personal growth and development. Day Rehabilitation 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.
- e. San Mateo County clients authorized for Day Treatment Intensive Services who subsequently are authorized for Day Rehabilitation 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 Rehabilitation Services rates set forth in Exhibit B.
- f. Day Treatment Services may be integrated with an education program as long as it meets all Day Treatment Services requirements. A key component of these services is contact with the families of clients.

- g. 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. Half-day Day Treatment Services must be available at least three (3) hours each day the program is open to qualify as a half-day program. The client must be present each day (half day or full day as appropriate) Day Treatment 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.
- h. Contractor shall develop and maintain a Day Treatment Services program description of services and groups, along with a detailed weekly schedule, and shall provide such written materials 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.
- j. Day Treatment Services are not reimbursable on days when Inpatient Services in an acute hospital or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

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) who are pre-approved for service by the BHRS Deputy Director of Child and Youth Services or designee.
- b. The Contractor's full-day Day Treatment Intensive Services hours of operation are 12:30 PM to 4:50 PM, five (5) days per week, at least forty-seven (47) weeks per year. The half-day Day Treatment Intensive Services hours of operation are 2:00 PM to 5:15 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 and 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 BHRS Deputy Director of Child and Youth Services or 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 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. For initial authorizations, contractor must complete the Initial Authorization Request form within two weeks following the client's entry to the Day Treatment Program. Thereafter, requests for reauthorization of services must be submitted at least two weeks prior to end date of the previous authorization.
- ii. Contractor must provide an additional prior authorization 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 authorization for the provision of counseling, psychotherapy, and other similar intervention services, including Mental Health Services, beyond those provided in the Day Treatment Intensive Services. These services may not be provided at the same time as Day Treatment Intensive Services even if authorized. (Excluded from this restriction are services to treat emergency and urgent conditions, medication support services, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Intensive Services.) Authorization of these services must occur on the authorization schedule determined by the BHRS Deputy Director of Child & Youth Services or designee and no later than on the same cycle as authorization for Day Treatment Intensive Services.
- v. The 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. For initial authorizations and 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 BHRS Deputy Director of Child and Youth Services or designee upon admission and annually thereafter.

- i. Client treatment plans will:
 - 1) Be provided to the BHRS Deputy Director of Child and Youth Services or designee within thirty (30) days of admission to the program;

- 2) Be updated at least annually and are due to the BHRS Deputy Director of Child and Youth Services or 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/waivered social worker,
 - iv) Licensed/registered/waivered MFT, or
 - v) Registered nurse who is either staff to the program or the person directing the Services.

ii. Client Progress Notes

- 1) Day Treatment Intensive Services require:
 - a) Daily progress notes on activities, and
 - b) Weekly clinical summaries, which must be signed (or electronic equivalent) by a:
 - i) Physician,
 - ii) Licensed/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.

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 BHRS Deputy Director of Child and Youth Services or 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 above. One staff person must be present and available to the group in the therapeutic milieu in all hours of operation.

Other staff may be utilized according to program need, but shall not be included as part of the above ratio. A clear audit trail shall be maintained for staff members who function as both Day Treatment Intensive Services program staff and in other capacities.

3. Day Rehabilitation Services

- a. Contractor shall provide Day Rehabilitation Services to seriously emotionally and behaviorally disturbed San Mateo County resident youth(s) pre-approved for service by the BHRIS Deputy Director of Child and Youth Services or designee.
- b. The Contractor's full-day Day Rehabilitation Services hours of operation are 3:00 PM to 7:15 PM, five (5) days per week, at least forty-seven (47) weeks per year. The half-day Day Rehabilitation Services hours of operation are 2:00 PM to 5:15 PM, five (5) days per week, at least forty-seven (47) weeks per year.
- c. The Day Rehabilitation 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 Rehabilitation 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 Rehabilitation 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 Rehabilitation 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 Rehabilitation 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 Rehabilitation 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 BHRS Deputy Director of Child and Youth Services or designee will authorize payment for all admissions of San Mateo County clients to the Day Rehabilitation 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 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. For initial authorizations, contractor must complete the Initial Authorization Request form within two weeks following the client's entry to the Day Treatment Program. Thereafter, requests for reauthorization of services must be submitted at least two weeks prior to end date of the previous authorization.
- ii. Contractor must provide an additional prior authorization 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 authorization for the provision of counseling and other similar intervention services beyond those provided in the Day Treatment Services. These services may not be provided to a Day Rehabilitation Services client during the Day Rehabilitation Services program hours, even if such service is authorized. (Excluded from this restriction are services to treat emergency and urgent conditions, medication support services, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Rehabilitation Services.) Authorization of these services must occur on the authorization schedule determined by the BHRS Deputy Director of Child and Youth Services or designee and no later than on the same cycle as authorization for Day Rehabilitation 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. For initial authorizations and 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 program staff signed by a licensed, waived or registered staff member. A copy of this plan will be provided to the BHRS Deputy Director of Child and Youth Services or designee upon admission and annually thereafter.

- i. Client treatment plans will:
 - 1) Be provided to the BHRS Deputy Director of Child and Youth Services or designee within thirty (30) days of admission to the program;

- 2) Be updated at least annually and are due to the BHRS Deputy Director of Child and Youth Services or 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 Rehabilitation Services require weekly summaries, written or co-signed (or the electronic equivalent) by a person providing the service. The signature shall include the person's professional degree, licensure, or job title. The weekly summary shall include the dates that services were provided. There is no requirement for daily progress notes.

n. Staffing

- i. Staff Qualifications: Commensurate with scope of practice, Day Rehabilitation 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 ($1 \leq 10$) in attendance during the period the program is open. In Day Rehabilitation 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.m. 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 Rehabilitation Services staff and in other capacities.

4. Medication Support Services

- a. Contractor shall provide Medication Support Services by a licensed psychiatrist up to twice per month for each client pre-approved for Medication Support Services by the BHRS Deputy Director of Child and Youth Services or designee and to the extent medically necessary. Additional Medication Support Services shall be provided, if medically necessary, when pre-approved by the BHRS Assistant Director or designee.
 - b. Authorization shall be on the same cycle required for continuation of the concurrent Day Treatment Services.
 - c. Medication Support Services include
 - i. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
 - 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).
 - e. 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.
 - f. Medication Support Services are not reimbursable on days when Inpatient Services in an acute hospital or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.
5. Mental Health Services
- a. Contractor shall provide Mental Health Services for each client pre-approved for Mental Health Services by the BHRS Deputy Director of Child and Youth Services or designee and to the extent medically necessary.
 - b. Authorization shall be on the same cycle required for continuation of the concurrent Day Treatment Services.

- c. Mental Health Services include:
 - i. Therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments; and
 - ii. Therapeutic interventions consistent with the client's goals of learning, development, independent living and enhanced self-sufficiency that are designed to reduce mental disability and/or facilitate improvement or maintenance of functioning.
 - d. Therapy services provided in conjunction with Day Treatment Services shall generally focus on family therapy. These services provided during Day Treatment Services program hours may not be billed as a separate service.
 - e. 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.
 - f. Mental Health Services are not reimbursable on days when Inpatient Services in an acute hospital or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.
6. Crisis Intervention
- a. Contractor shall provide Crisis Intervention if medically necessary.
 - b. 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 intervention service which is an expected part of Day Treatment Services as set forth in Paragraphs I.A.2.j. and I.A.3.j.
 - c. To be considered for payment Crisis Intervention must be:

- i. Retroactively authorized by the BHRS Assistant Director or designee, and
 - ii. Provided during non-Day Treatment (Day Rehabilitation and/or Day Treatment Intensive) hours only.
- d. The monthly invoice for Crisis Intervention must be supported by clinical documentation to be considered for payment. Crisis Intervention is reimbursed by minutes of service.
- e. Crisis Intervention Services are not reimbursable on days when Inpatient Services in an acute hospital or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

II. Administrative Requirements (for all service components)

A. Paragraph 13 of the Agreement and Paragraph II.V.4 of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, 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 BHRS Deputy Director of Child and Youth Services 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 (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the San Mateo County BHRS Documentation Manual, which is incorporated into this Agreement by reference herein.
- F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- G. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.
- H. 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.asp.
- I. Advance Directives

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

J. Beneficiary Rights

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

K. 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.

L. 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.

M. 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.

N. 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.

O. Fingerprint 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 comprise the safety of children with whom Contractor's employees and/or its subcontractors, assignees, or 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.

III. GOALS AND OBJECTIVES

A. Satisfaction with Services

Goal 1: To enhance clients' and parents' or other caregivers' satisfaction with services provided.

Objective 1: At least 90% of respondents will agree or strongly agree that they are satisfied with services received.

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

County to collect data.

B. 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.

MILHOUS CHILDREN'S SERVICES, INC.
2007-10
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. Payment for Day Treatment (Day Treatment Intensive and Day Rehabilitation) Services (Full/Half-day) programs for the period of July 1, 2007—February 29, 2008
1. For full-day Day Treatment Intensive Services described in Paragraphs I.A.1. 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. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 2. For half-day Day Treatment Intensive Services described in Paragraphs I.A.1. and I.A.2. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED FORTY-EIGHT DOLLARS AND SEVENTEEN CENTS (\$148.17) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 3. For full-day Day Rehabilitation Services described in Paragraph I.A.1.d. 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. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 4. For half-day Day Rehabilitation Services described in Paragraph I.A.1.d. and I.A.3. of Exhibit A Contractor shall be paid at the rate of EIGHTY-SIX DOLLARS AND FORTY-THREE CENTS (\$86.43) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.

5. For Day Treatment (Day Treatment Intensive/Day Rehabilitation) Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines, and the terms of this Agreement,
 - b. Documentation for each day of service, and
 - c. Documentation relating to each appropriate authorization.
 6. 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.
- B. Payment for Medication Support Services, Mental Health Services, and Crisis Intervention Services for the period July 1, 2007—February 29, 2008.
1. For Medication Support Services described in Paragraph I.A.4. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND NINETY-SIX CENTS (\$4.96) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 2. For Mental Health Services described in Paragraph I.A.5. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-EIGHT CENTS (\$2.68) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 3. For Crisis Intervention Services described in Paragraph I.A.6. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND NINETY-NINE CENTS (\$3.99) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 4. For Medication Support Services, Mental Health Services and Crisis Intervention Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines,
 - b. Documentation for each minute of service, and
 - c. Documentation relating to each appropriate authorization.

5. 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.
- C. Payment for Day Treatment (Day Treatment Intensive and Day Rehabilitation) Services (Full/Half-day) programs for the period of March 1, 2008—June 30, 2008.
1. For full-day Day Treatment Intensive Services described in Paragraphs I.A.1. and I.A.2. of Exhibit A Contractor shall be paid at the rate of TWO HUNDRED TWO DOLLARS AND FORTY-THREE CENTS (\$202.43) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 2. For half-day Day Treatment Intensive Services described in Paragraphs I.A.1. and I.A.2. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED FORTY-FOUR DOLLARS AND THIRTEEN CENTS (\$144.13) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 3. For full-day Day Rehabilitation Services described in Paragraph I.A.1.d. and I.A.3. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED THIRTY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$131.24) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 4. For half-day Day Rehabilitation Services described in Paragraph I.A.1.d. and I.A.3. of Exhibit A Contractor shall be paid at the rate of EIGHTY-FOUR DOLLARS AND EIGHT CENTS (\$84.08) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 5. For Day Treatment (Day Treatment Intensive/Day Rehabilitation) Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines, and the terms of this Agreement,
 - b. Documentation for each day of service, and
 - c. Documentation relating to each appropriate authorization.

6. 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. Payment for Medication Support Services, Mental Health Services, and Crisis Intervention Services for the period March 1, 2008—June 30, 2008.
1. For Medication Support Services described in Paragraph I.A.4. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND EIGHTY-TWO CENTS (\$4.82) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 2. For Mental Health Services described in Paragraph I.A.5. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-ONE CENTS (\$2.61) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 3. For Crisis Intervention Services described in Paragraph I.A.6. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND EIGHTY-EIGHT CENTS (\$3.88) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 4. For Medication Support Services, Mental Health Services and Crisis Intervention Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines,
 - b. Documentation for each minute of service, and
 - c. Documentation relating to each appropriate authorization.
 5. 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.
- E. Payment for Day Treatment (Day Treatment Intensive and Day Rehabilitation) Services (Full/Half-day) programs for the period of July 1, 2008—June 30, 2009.

1. For full-day Day Treatment Intensive Services described in Paragraphs I.A.1. and I.A.2. of Exhibit A Contractor shall be paid at the rate of TWO HUNDRED TWO DOLLARS AND FORTY-THREE CENTS (\$202.43) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 2. For half-day Day Treatment Intensive Services described in Paragraphs I.A.1. and I.A.2. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED FORTY-FOUR DOLLARS AND THIRTEEN CENTS (\$144.13) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 3. For full-day Day Rehabilitation Services described in Paragraph I.A.1.d. and I.A.3. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED THIRTY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$131.24) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 4. For half-day Day Rehabilitation Services described in Paragraph I.A.1.d. and I.A.3. of Exhibit A Contractor shall be paid at the rate of EIGHTY-FOUR DOLLARS AND EIGHT CENTS (\$84.08) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 5. For Day Treatment (Day Treatment Intensive/Day Rehabilitation) Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines, and the terms of this Agreement,
 - b. Documentation for each day of service, and
 - c. Documentation relating to each appropriate authorization.
 6. 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.
- F. Payment for Medication Support Services, Mental Health Services, and Crisis Intervention Services for the period July 1, 2008—June 30, 2009.

1. For Medication Support Services described in Paragraph I.A.4. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND EIGHTY-TWO CENTS (\$4.82) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 2. For Mental Health Services described in Paragraph I.A.5. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-ONE CENTS (\$2.61) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 3. For Crisis Intervention Services described in Paragraph I.A.6. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND EIGHTY-EIGHT CENTS (\$3.88) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 4. For Medication Support Services, Mental Health Services and Crisis Intervention Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines,
 - b. Documentation for each minute of service, and
 - c. Documentation relating to each appropriate authorization.
 5. 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.
- G. Payment for Day Treatment (Day Treatment Intensive and Day Rehabilitation) Services (Full/Half-day) programs for the period of July 1, 2009—June 30, 2010.
1. For full-day Day Treatment Intensive Services described in Paragraphs I.A.1. and I.A.2. of Exhibit A Contractor shall be paid at the rate of TWO HUNDRED TWO DOLLARS AND FORTY-THREE CENTS (\$202.43) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.

2. For half-day Day Treatment Intensive Services described in Paragraphs I.A.1. and I.A.2. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED FORTY-FOUR DOLLARS AND THIRTEEN CENTS (\$144.13) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 3. For full-day Day Rehabilitation Services described in Paragraph I.A.1.d. and I.A.3. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED THIRTY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$131.24) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 4. For half-day Day Rehabilitation Services described in Paragraph I.A.1.d. and I.A.3. of Exhibit A Contractor shall be paid at the rate of EIGHTY-FOUR DOLLARS AND EIGHT CENTS (\$84.08) per day. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 5. For Day Treatment (Day Treatment Intensive/Day Rehabilitation) Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines, and the terms of this Agreement,
 - b. Documentation for each day of service, and
 - c. Documentation relating to each appropriate authorization.
 6. 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.
- H. Payment for Medication Support Services, Mental Health Services, and Crisis Intervention Services for the period July 1, 2009—June 30, 2010.
1. For Medication Support Services described in Paragraph I.A.4. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND EIGHTY-TWO CENTS (\$4.82) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.

2. For Mental Health Services described in Paragraph I.A.5. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-ONE CENTS (\$2.61) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 3. For Crisis Intervention Services described in Paragraph I.A.6. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND EIGHTY-EIGHT CENTS (\$3.88) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph J of this Exhibit B.
 4. For Medication Support Services, Mental Health Services and Crisis Intervention Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines,
 - b. Documentation for each minute of service, and
 - c. Documentation relating to each appropriate authorization.
 5. 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.
- I. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed EIGHT HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$844,000).
 - J. 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.

- K. Budget modifications may be approved by the Chief, Health System or the Chief's designee, subject to the maximum amount set forth in Paragraph I. of this Exhibit B.

- L. In the event of a decrease in the State Maximum Allowance (SMA) for services provided pursuant to this Agreement, Contractor agrees to either accept rate(s) not to exceed the SMA or to discontinue provision of these services as of the effective date for the new rate(s). In the event that the SMA is less than the rate(s) established in this Agreement, it is agreed the rate(s) will be changed to the SMA. In no event shall the compensation rate(s) for services under this Agreement exceed the SMA.

- M. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or the Chief's designee.

- N. 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.

- O. 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.
- P. 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.
- Q. 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 BHRS Quality Improvement Manager.
- R. In the event this Agreement is terminated prior to June 30, 2010, the Contractor shall be paid for services already provided pursuant to this Agreement.
- S. Monthly Reporting
 - 1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or

- b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided (Ex: TBS, Day Treatment Intensive, 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.

T. 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.

U. 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 Rehabilitation / Day Treatment Intensive / EPSDT supplemental specialty mental health services) included in the claim, all requirements for Contractor payment authorization for (Day Rehabilitation / Day Treatment Intensive / EPSDT supplemental specialty mental health services) were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

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.

3. Certifications

Contractor shall sign and submit, and shall comply with the following Certifications which are hereby included as part of this agreement by reference herein:

- a. Certification Regarding Lobbying and Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment 1)